

**AMENDMENT NO. 2  
TO AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
THE GORDIAN GROUP, INC.**

**THIS AMENDMENT NO. 2** to the Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and The Gordian Group, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

**WHEREAS**, CONTRACTOR entered into an Agreement with County on April 9, 2013 (hereinafter, "Agreement") to provide Job Order Contract (JOC) services described as the JOC Complete Solution<sup>®</sup> through April 1, 2016 for an amount not to exceed \$2,250,000, with a maximum amount of \$450,000 per fiscal year; and

**WHEREAS**, Agreement was amended by the Parties on April 4, 2014 (hereinafter, "Amendment No. 1", including Appendix D – Scope of Services/Payment Provisions) to include JOC Complete Solution Plus services for Construction Management for a fee of 5.95 percent per job order, and added Construction Estimating Services and Project Budgeting and Planning services at hourly rates, but did not increase the Agreement's not-to-exceed amount nor the annual limit amount; and

**WHEREAS**, the County has a continued need for JOC services described as the JOC Complete Solution<sup>®</sup>, JOC Complete Solution *Plus*<sup>™</sup>, construction estimating services, and project budgeting and planning; and

**WHEREAS**, an increase to the total amount of the Agreement and the annual limit on the Agreement is necessary due to increased number and amount of JOC issued by the County; and

**WHEREAS**, CONTRACTOR is paid based on a percentage of each JOC completed and the level of service provided; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to April 1, 2017; increase the not-to-exceed amount by \$8,146,890 for a total amount not-to-exceed \$10,396,890; and increase the annual maximum amount by \$4,073,445 for a total of \$4,523,445 for fiscal year (FY) 2015-2016 and FY 2016-2017, to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

1. Amend Paragraph 3.1 under Section 3.0, "Term of Agreement", to read as follows:

The term of the AGREEMENT shall commence with the signing of the Agreement, on April 9, 2013, through and including April 1, 2017.

2. Amend the first sentence of Paragraph 4.4 under Section 4.0, "Compensation and Payments", to read as follows:

In no event shall the amount of this entire AGREEMENT over the five (5) year term exceed Ten Million Three Hundred Ninety Six Thousand Eight Hundred Ninety Dollars (\$10,396,890), with a maximum amount of Four Hundred Fifty Thousand Dollars (\$450,000) for fiscal year (FY) 2012-2013, FY 2013-2014 and FY 2014-2015 and a maximum amount of Four Million Five Hundred Twenty Three Thousand Four Hundred Forty Five Dollars (\$4,523,445) for FY 2015-2016 and FY 2016-2017.

3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
5. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Date: \_\_\_\_\_

**Approved as to Form and Legality  
Office of the County Counsel**

By: \_\_\_\_\_  
Deputy County Counsel

Date: \_\_\_\_\_

**Approved as to Fiscal Provisions**

By: \_\_\_\_\_  
Auditor/Controller

Date: \_\_\_\_\_

**Approved as to Indemnity and Insurance Provisions**

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

\_\_\_\_\_  
The Gordian Group, Inc.  
Contractor's Business Name

By: Ammon T. Leshner  
(Signature of Chair, President or Vice President)

Its: Ammon T. Leshner, Vice President  
(Print Name and Title)

Date: February 11, 2016

By: Roy E. Kemper  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Assistant Treasurer)

Its: Roy E. Kemper, Secretary  
(Print Name and Title)

Date: February 11, 2016

\*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR\*

By:   
Contracts/Purchasing Officer / Supervisor

Date: 3/21/2014

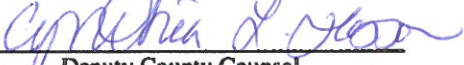
The Gordian Group, Inc.  
Contractor's Business Name

By:   
(Signature of Chair, President or Vice President)

Its: Ammon T. Leshner, Vice President  
(Print Name and Title)

Date: February 11, 2016

Approved as to Form and Legality  
Office of the County Counsel

By:   
Deputy County Counsel

Date: 2-11-16

By:   
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Assistant Treasurer)

Its: Roy E. Kemper, Secretary  
(Print Name and Title)

Date: February 11, 2016

Approved as to Fiscal Provisions

By:   
Auditor/Controller

Date: 2/2/16

Approved as to Indemnity and Insurance Provisions

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

\*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.





## Liability Insurance

### Endorsement

*Policy Period* DECEMBER 11, 2015 TO DECEMBER 11, 2016  
*Effective Date* DECEMBER 11, 2015  
*Policy Number* 3589-02-76 PHL  
*Insured* THE GORDIAN GROUP, INC.  
*Name of Company* GREAT NORTHERN INSURANCE COMPANY  
*Date Issued* DECEMBER 18, 2015

This Endorsement applies to the following forms:

#### GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

#### Who Is An Insured

##### Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

**Liability Endorsement**

(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Conditions**

*Other Insurance –  
Primary, Noncontributory  
Insurance – Scheduled  
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

**Schedule**

COUNTY OF LOS ANGELES  
INTERNAL SERVICES DEPT. FACILITIES OPERATIONS SVCS, JOC  
1100 N. EASTERN AVENUE, LOS ANGELES, CA 90063  
COUNTY OF LOS ANGELES; DEPT. OF PUBLIC WORKS, AE DIVISION  
ATTN: BRIAN SORIA  
900 SOUTH FREEMONT AVE., 8TH FLOOR, ALHAMBRA, CA 91803  
\* COUNTY OF MONTEREY, ITS AGENTS, OFFICERS AND EMPLOYEES \*  
\* ATTN: MICHAEL DERR CONTRACTS/PURCHASING DEPARTMENT \*  
\* 168 WEST ALISAL STREET, 3RD FLOOR, SALINAS, CA 93901 \*  
COUNTY OF PLACER  
C/O EBIX BPO INC  
P.O. BOX 257, DEPT. 103-34631-KN020951, PORTLAND, MI USA  
48875  
COUNTY OF RIVERSIDE  
ATTN: STEVE JEWETT  
3133 MISSION INN AVENUE, RIVERSIDE, CA 92507  
COUNTY OF SACRAMENTO; CONTRACT & PURCHASING SVS DIVISION  
10545 ARMSTRONG AVENUE, SUITE 202A, MATHER, CA 95655  
COUNTY OF SAN BERNARDINO & ITS OFFICERS, EMPLOYEES,  
AGENTS VOLUNTEERS C/O EBIX BPO  
P.O. BOX 257, REF #87-Z314807, PORTLAND, MI 48875  
COUNTY OF SAN DIEGO; DEPARTMENT OF GENERAL SERVICES  
ATTN: RICHARD KOPECKY  
1087 SANTA ROSA STREET, SAN LUIS OBISPO, CA 93408  
COUNTY OF SOLANO  
ATTN: JASON CAMPBELL FACILITIES OPERATIONS  
512 CLAY STREET, FAIRFIELD, CA 94533





POLICY NUMBER: (15)7355-02-70

COMMERCIAL AUTO  
16-02-0316 Ed. 10 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** THE GORDIAN GROUP, INC.

**Endorsement Effective Date:** 12/11/2015

### SCHEDULE

**Name(s) Of Person(s) Or Organization(s):**

THE COUNTY OF MONTEREY, ITS OFFICERS, AGENTS, AND EMPLOYEES

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Item 5. – “Other Insurance” of Item B. – “General Conditions” under Section IV – “Business Auto Conditions”:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an “insured” of a covered “auto” for which an “insured” is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.