AMENDMENT NO. 3 TO AGREEMENT BETWEEN COUNTY OF MONTEREY AND THE GORDIAN GROUP, INC.

THIS AMENDMENT NO. 3 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[®] and which provided for an initial term to commence with the signing of the Agreement through and including April 1, 2016 with the option to extend the Agreement for two (2) additional one (1) year terms for an amount not to exceed \$2,250,000, with a maximum amount of \$450,000 per fiscal year (FY); 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 add Construction Estimating Services and Project Budgeting and Planning services at hourly rates, with no increase to the Agreement's not to exceed amount nor the FY limit amount; and

WHEREAS, Agreement was amended by the Parties on March 21, 2016 (hereinafter, "Amendment No. 2") to: extend the term for one (1) additional year through April 1, 2017; allow for payment of services rendered in FY 2015-16 exceeding the Agreement's per FY maximum amount of \$450,000; increase the Agreement's not to exceed amount of \$2,250,000 by \$8,146,890 which resulted in a total not to exceed amount of \$10,396,890 over the five (5) year Agreement term; and increase the FY maximum amount of \$450,000 by \$4,073,445 for a total maximum increase amount of \$4,523,445 for FYs 2015-16 and 2016-17; and

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

WHEREAS, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to April 1, 2018 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 3.

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, 2018.

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

Not to Exceed: \$10,396,890

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 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 1-30-17	The Gordian Group, Inc. Contractor's Business Name By: (Signature of Chair, President or Vice President)					
	Its: Ammon T. Lesher, Vice President (Print Name and Title)					
	Date: 1/17/17					
Approved as to Form and Legality Office of the County Counsel	By: (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)					
By: Mary G. Perry Deputy County Counsel	Its: Roy E. Kemper, Secretary (Print Name and Title)					
Date: /- 2 /- / 7 Approved as to Fiscal Provisions / /	Date: 1/17/17					
By: Auditor Controller						
Date:						
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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/12/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

H	MPORTANT: If the certificate no der in SUBROGATION IS WAIVED, subject his certificate does not confer rights t	to the te	rms and conditions of th	e polic	y, certain po	olicies may r			
	DUCER	o the cen	incate noider in lieu of St	CONTAC	 				
	mmercial Lines			NAME: PHONE	Gillian Agi		FAX		-
We	ils Fargo Insurance Services USA, Inc.			FHONE (A/C, No. Ext): 917 260-2216 (A/C, No): E-MAIL ADDRESS:					
150	East 42nd Street, 16th Floor			ADDRES		LIDED/OLAFEON	DING COVERAGE		
New York, NY 10017				INSURER(S) AFFORDING COVERAGE INSURER A : Great Northern Insurance Company				-	NAIC# 20303
INSU	JRED								20281
The	e Gordian Group, Inc.			INSURER B: Federal Insurance Company INSURER C: National Union Fire Ins. Co. of Pittsburgh, PA					19445
TG	G Group, LLC			INSURER D:					
30	Patewood Drive, Suite 350			INSURER E :					
Gre	eenville, SC 29615			INSURER F :					
CO	VERAGES CER	TIFICATE	NUMBER: 11170809	111001112			REVISION NUMBER: Se	e below	$\overline{}$
C	HIS IS TO CERTIFY THAT THE POLICIES NDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY I XCLUSIONS AND CONDITIONS OF SUCH TYPE OF INSURANCE	:QUIREME PERTAIN, POLICIES. ADDL SÜBR	NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	OF ANY	CONTRACT THE POLICIES EDUCED BY I	OR OTHER I S DESCRIBED PAID CLAIMS. POLICY EXP	OCCUMENT WITH RESPECT O HEREIN IS SUBJECT TO	TO WI	HICH THIS
LIK	X COMMERCIAL GENERAL LIABILITY	INSD WVD			(MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS		4 000 000
Α	CLAIMS-MADE X OCCUR		3589-02-76		12/11/2016	12/11/2017	EACH OCCURRENCE S DAMAGE TO RENTED PREMISES (Ea occurrence) \$		1,000,000
	CDAIMIS-IMADE A OCCUR								1,000,000
							MED EXP (Any one person) S PERSONAL & ADV INJURY S		1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE S		2,000,000
	POLICY X PRO- X LOC						PRODUCTS - COMP/OP AGG S		2,000,000
	OTHER:						S		
Α	AUTOMOBILE LIABILITY		7355-02-70		12/11/2016	12/11/2017	COMBINED SINGLE LIMIT (Ea accident)	;	1,000,000
	X ANY AUTO						BODILY INJURY (Per person) \$	5	
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident) S	i	
	HIRED NON-CWNED AUTOS ONLY		Comp. Ded. \$1,000				PROPERTY DAMAGE (Per accident)	i	
			Coll. Ded. \$1,000				. \$	5	
В	X UMBRELLA LIAB X OCCUR		7983-69-96		12/11/2016	12/11/2017	EACH OCCURRENCE \$	3	10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE \$	5	10,000,000
	DED RETENTIONS						S	5	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		(17) 7173-64-73		12/11/2016	12/11/2017	X PER OTH- STATUTE ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT \$		1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$	<u> </u>	1,000,000
С	DESCRIPTION OF OPERATIONS below Errors & Omissions		03-420-07-93		12/11/2016	12/11/2017	E.L. DISEASE - POLICY LIMIT S	i	1,000,000
	Claims Made Policy Retroactive Date:12/11/07		03-420-01-93		12/11/2010	12/11/2017	\$3,000,000 Aggregate Limit \$3,000,000 Each Claim Retention: \$25,000		`^ ^ _
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (ACORE	101, Additional Remarks Schedu	le, may be	attached if more	e space is require	ed)		
	unty of Monterey, its officers, agents, an				with respect	to general lia	bility <mark>arising ou</mark> t of insureds	work.	30
da	ys notice of cancellation/10 days for non	-payment	of premium per policy prov	isions.					
CE	RTIFICATE HOLDER			CANO	ELLATION				
			CHOILD ANY OF THE ADOVE DECORPORT TO LIVE TO THE ADOVE DECORPORT						
	County of Monterey			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN					
Attn: Michael Derr			ACCORDANCE WITH THE POLICY PROVISIONS.						
Contracts/Purchasing Department 168 West Alisal Street, 3rd Floor				ALITIC	ALTI(ONES OF OF OF ONE AT INC.				
	alinas, CA 93901			AUTHORIZED REPRESENTATIVE					
0	annua, or c adout					Year	Starton		

THUBB.

Liability insurance

Endorsement

Policy Period

DECEMBER 11, 2016 TO DECEMBER 11, 2017

Elloctive Date

DECEMBER 11, 2016

Policy Number

3589-02-76 LIO

Insured

THE GORDIAN GROUP, INC.

Nume of Company

GREAT NORTHERN INSURANCE COMPANY

Date Issued

JANUARY 4, 2017

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 learneds; but they are insureds only if you are obligated pursuant to a connect or agreement to provide them with such insurance as it afforded by this policy.

However, the person or organization is an instruct 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 stems as an instance;
- o 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.

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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

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



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: 12/11/2016

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.

POLICY NUMBER: (16) 7355-02-70 COMMERCIAL AUTO CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

EUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

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

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who is An Insured Provision contained in Section II of the Coverage Form.

Policy Number (16)7355-02-78

ENDORSEMENT

Named Insured THE GORDIAN GROUP, INC.

Effective Date: 12-11-16
12:01 A.M., Standard Time

Agent Name

WELLS FARGO INSURANCE SERVICES USA,

Agent No. 70378-999

INC.

NOTICE OF CANCELLATION

This endorsement modifies insurance provided under the following: BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

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

SCHEDULE:

City and County of San Francisco; Dept. of Public Works Division of Contract Administration 875 Stevenson St, Rcom 420 San Francisco CA 94103-0000

Goldman Sachs Specialty Lending Group L.P. on behalf of itself and as Administrative Agent for Lenders, its successors & assigns 6011 Connection Dr. Irving, TX 75039

County of Montarey, its agents, officers and employees Attn: Michael Derr Contracts/Purchasing Department 168 West Alisal Street, 3rd Floor Salinas, CA 93901

City of Kirkland 123 Fifth Avenue Kirkland, WA 98033

The State of New Jersey, its officers, and employees
State of New Jersey
Department of the Treasury
Division of Purchase & Property, Contract Compliance & Audit Unit
PO Box 236
Trenton, New Jersey 08625
Contract #: A84862

Under Common Policy Conditions the following condition is added:

NOTICE OF CANCELLATION (OTHER THAN NONPAYMENT OF PREMIUM) SCHEDULED PERSON(S) OR ORGANIZATION(S)

When we cancel this policy for any reason other than nonpayment of premium, we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days in advance of the cancellation date.