

**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*[™], 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.

2. All other terms and conditions of the Agreement remain unchanged and in full force.
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.
4. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.

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: [Signature]
Contracts/Purchasing Officer

Date: 1-30-17

The Gordian Group, Inc.
Contractor's Business Name

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

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

Date: 1/17/17

**Approved as to Form and Legality
Office of the County Counsel**
By: [Signature]
Mary G. Perry
Deputy County Counsel

Date: 1-24-17

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

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

Date: 1/17/17

Approved as to Fiscal Provisions
By: [Signature]
Auditor/Controller

Date: 1-24-17

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

<i>Policy Period</i>	DECEMBER 11, 2016 TO DECEMBER 11, 2017
<i>Effective Date</i>	DECEMBER 11, 2016
<i>Policy Number</i>	3589-02-76 LIO
<i>Insured</i>	THE GORDIAN GROUP, INC.
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	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 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

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



POLICY NUMBER: (16)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: 12/11/2016

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

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,
INC.

Agent No. 70378-999

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, Room 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 Monterey, 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.