

**AMENDMENT NO. 1
TO NON-STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
THE GORDIAN GROUP, INC.**

THIS AMENDMENT NO. 1 is made to the Non-Standard Agreement between the County of Monterey, a political subdivision of the State of California, (hereinafter, “County”) and The Gordian Group, Inc. hereinafter “CONTRACTOR” and 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, County entered into a Non-Standard Agreement (“Agreement”) with CONTRACTOR on August 4, 2021, for Job Order Contracting (JOC) System services procured under Sourcewell Contract 050421-GGI with a term of July 27, 2021 through June 7, 2025 and a “not to exceed” amount equal to 5% in program licensing and project support fees, and 5.95% in additional construction management fees based on annual Job Order Authorizations which do not exceed the annual program dollar threshold set by Section II of the County’s JOC policy and California Public Contract Code Section 20128.5; and

WHEREAS, the Sourcewell has extended it’s cooperative agreement 050421-GGI with CONTRACTOR for an additional year through June 7, 2026, granting County, as a member, access to the JOC System services award through the same time period; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide services under this Agreement; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for one additional year through June 6, 2026 to allow services to continue under this Agreement and as amended by this Amendment No. 1.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT as follows, effective upon the date of final execution of this Amendment No. 1 which is the last date opposite the respective signatures below:

1. Amend the first sentence of 3.01 under Section 3.0 TERM OF AGREEMENT to read as follows:

The term of this Agreement is from July 27, 2021 to June 7, 2026, unless sooner terminated pursuant to the terms of this Agreement.

2. Amend Section 6.0, “PAYMENT CONDITIONS,” to add the following and hereby incorporate into the Agreement:

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

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3. Amend Section 9.02, "Qualifying Insurers," to read as follows and hereby incorporate the new language into the agreement:

Qualifying Insurers:

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

4. Amend Section 9.03, "Insurance Coverage Requirements," to read as follows and hereby incorporate the new language into the Agreement:

Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: If CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

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Professional Liability Insurance: If required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

5. Amend Section 9.04, “Other Insurance Requirements,” to read as follows and hereby incorporate the new language into the Agreement:

Other Requirements:

All insurance required by this Agreement issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

CONTRACTOR shall provide County with notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto

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liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR

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to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

6. Amend Section 10, "Records and Confidentiality," to add the following and hereby incorporate new language into the Agreement:

10.06 Format of Deliverables:

For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

7. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
8. A copy of Amendment No. 1 shall be attached to the original AGREEMENT executed by the County on August 4, 2021.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY
Contracts/Purchasing Officer

CONTRACTOR*

By: _____
Name: _____
Title: _____
Date: _____

Approved as to Form
Office of the County Counsel
Susan K. Blich, County Counsel

By: _____
Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions
Rupa Shah, Auditor-Controller

By: _____
Name: _____
Title: _____
Date: _____

Approved as to Liability Provisions
Office of the County Counsel-Risk Management

David Bolton, Risk Manager
Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, Section 17703.1, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal 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 (Corporations Code Sections 16301 and 15904.02) . 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 or Amendment to said Agreement.

The Gordian Group, Inc.
Contractor's Business Name

DocuSigned by:
By: Kris Gorriaran
(Signature of Chair, President or Vice President)
Kris Gorriaran

Its: President
(Print Name and Title)

Date: 5/20/2025

Signed by:
By: James Mackerer
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
James Mackerer

Its: CFO
(Print Name and Title)

Date: 5/20/2025

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