

**AMENDMENT NO. 3
FOR
JOB ORDER CONTRACTING ADMINISTRATIVE AND SUPPORT SERVICES**

This AMENDMENT is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (“County”) and The Gordian Group Inc., (“Contractor”), with County and Contractor sometimes individually referred to as “Party” or collectively referred to as “Parties”.

RECITALS

WHEREAS, Orange County Public Works (OCPW) solicited RFP for Job Order Contracting Administrative and Support Services and Contractor represented that it is qualified to provide Job Order Contracting Administrative and Support Services to the County; and,

WHEREAS, Orange County Public Works, issued Contract MA-080-21011130, for Job Order Contracting Administrative and Support Services (“MA”), effective July 1, 2021, through June 30, 2024; and,

WHEREAS, the Parties executed Amendment No. 1 to amend the fees and charges section of the contract and,

WHEREAS, the Parties executed Amendment No. 2 to renew the Contract for two (2) years effective July, 1, 2024 through June, 30, 2026 and,

WHEREAS, the Parties now desire to enter into Amendment No. 3 to change County’s Administrating agency from Orange County Public Works (OCPW) to County Procurement Office (CPO), change contract number from MA-080-21011130 to RCA-017-25010064, amend Articles 7. “Conflict of Interest- Contractors Personnel”, 8. “Conflict of Interest- County Personnel” Article 15. “Cooperative Agreement”. Notices, 30. “Subcontracting”, and Article T. “Compliance with Laws” and Update Article 25. “Notices”;

NOW THEREFORE, the Parties agree as follows:

AMENDMENT TO CONTRACT ARTICLES

1. The contract number for Job Order Contracting Administrative and Support Services will hereby be referred to as RCA-017-25010064, and any reference to the previous contract MA shall be replaced with RCA.
2. **Article 7. “Conflict of Interest-Contractor’s Personnel”** of the Contract is hereby revised and shall read as follows:

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor’s officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.

Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer's child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.

3. **Article 8. "Conflict of Interest-County Personnel"** of the Contract is hereby revised and shall read as follows:

Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

4. **Article 30. "Subcontracting"** of the Contract is hereby revised and shall read as follows:

No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by Contractor, in whole or in part, without first obtaining the prior express written consent of County. Any attempt by Contractor to subcontract or delegate any performance of this Contract without the prior express written consent of County shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void.

In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the agreement between Contractor and subcontractor, and any agreement between Contractor and a subcontractor shall incorporate by reference the terms of this Contract. Contractor shall remain responsible for the performance of this Contract and indemnification of County notwithstanding the County's consent to Contractor's request for approval of a subcontractor. Under no circumstances shall County be required to directly monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract.

5. **Article T. "Compliance with laws"** of the Contract is hereby revised and shall read as follows:

Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor agrees to defend, indemnify and hold County harmless from all third-party claims, including damages, costs and expenses ("Claims), to the extent such Claims arise from the Contractor's negligence or willful misconduct while providing services under this Contract.

Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.

*County of Orange, County Procurement Office
The Gordian Group, Inc.*

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6. Article 25. "Notices" of the Contract is hereby revised as follows:

Any and all notices, requests demands, and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned DPA, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: ***The Gordian Group, Inc.***
Attn: Matthew Bausher
30 Patewood Drive, Bldg. 2, Suite 350
Greenville, SC 29615
Phone: 610-781-3780
Email: m.bausher@gordian.com

Assigned DPA: County of Orange/County Procurement Office
Attn: Jessica Loy, DPA
400 W. Civic Center Drive
Santa Ana, CA 92701
Telephone: (714) 567-5113
Email: Jessica.loy@ocgov.com

7. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

County of Orange, County Procurement Office
The Gordian Group, Inc.

RCA-017-25010064

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

THE GORDIAN GROUP, INC.
DocuSigned by:
By: Matthew L. Bausher
12DBAF0CE2B4409...
Print Name: Matthew L. Bausher
Title: Chief Customer Officer
Corporate Officer
Date: 3/17/2025

DocuSigned by:
By: Jay Mackerer
72BEA43766BE42F...
Print Name: Jay Mackerer
Title: CFO
Corporate Officer
Date: 3/17/2025

COUNTY OF ORANGE, a political subdivision of the State of California
DocuSigned by:
By: Jessica Loy
5471C296C9C2460...
Print Name: Jessica Loy
Title: Deputy Purchasing Agent
Date: 3/17/2025

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.