



**Contract Number**

**21-01 A-2**

**SAP Number**

**4400016154**

## Project and Facilities Management

<b>Department Contract Representative</b>	<u>Don Day</u>
<b>Telephone Number</b>	<u>909 387-5000</u>
<b>Contractor</b>	<u>The Gordian Group, Inc. dba The Mellon Group</u>
<b>Contractor Representative</b>	<u>Matthew L. Bausher</u>
<b>Telephone Number</b>	<u>(800) 874-2291</u>
<b>Contract Term</b>	<u>January 12, 2021 – January 11, 2027</u>
<b>Original Contract Amount</b>	<u>Not-to-Exceed \$2,000,000</u>
<b>Amendment No. 1 Amount</b>	<u>Not-to-Exceed \$2,000,000</u>
<b>Amendment No. 2 Amount</b>	<u>Not-to-Exceed \$420,000</u>
<b>Total Revised Contract Amount</b>	<u>Not-to-Exceed \$4,420,000</u>
<b>Grant Number (if applicable)</b>	<u>N/A</u>

**IT IS HEREBY AGREED AS FOLLOWS:**

**AMENDMENT No. 2  
CONTRACT No. 21-01  
Job Order Contracting Consultant Services**

The following are amendments to Contract No. 21-01 with The Gordian Group, Inc. dba The Mellon Group.

**WHEREAS**, a consultant services contract (Contract) was entered into between San Bernardino County ("County"), and The Gordian Group, Inc., dba The Mellon Group (Consultant), on January 12, 2021, to provide Job Order Contracting Consultant Services; and

**WHEREAS**, the County and Consultant desire to extend the Contract term.

**NOW THEREFORE**, the Contract is hereby amended as follows:

**1. REPLACE SECTION D, TERM OF CONTRACT, with the following:**

The Contract is effective as of January 12, 2021, and expires January 11, 2027, but may be terminated earlier in accordance with the provisions of this Contract.

**2. REPLACE SECTION F.1 and F.2 under FISCAL PROVISIONS, with the following:**

**F.1** The maximum amount of payment under this Contract shall not exceed \$4,420,000 and shall be subject to availability of other funds to the County. The consideration to be paid to Consultant, as provided herein, shall be in full payment for all Consultant's services and expenses incurred in the performance hereof, including travel and per diem.

Consultant bears the risk that it may not be able to generate its anticipated (or any) profit in completing its performance of all required items of work for the specified level of compensation. In no event shall Consultant be entitled to receive compensation for any item of work required of Consultant under the terms of the Contract, which item of work is not performed by Consultant (including Consultant's agents and approved subcontractors).

**F.2** The County agrees to pay Consultant One and Ninety-Five Hundredths Percent (1.95%) of the work ordered through the JOC Program for the Consultant's JOC System License Fee and services listed under Section B Paragraphs B.1 – B.7. Additionally, the County agrees to pay the following percentage structure based on the services rendered:

1. One Percent (1.00%) when services listed under Section B, Paragraph B.8, Price Proposal Review, are provided at the County's request;
2. Three and Five Hundredths Percent (3.05%) when services under Section B, Paragraph B.9, Facilitation Support – Scope and Price Proposals, are provided at the County's request; or
3. Five and Ninety-five Hundredths Percent (5.95%) when services under Section B, Paragraph B.10, Construction Management, are provided at the County's request.

**3. CONTRACT EXECUTION**

This amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same amendment. The parties shall be entitled to sign and transmit an electronic signature of this amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed amendment upon request.

**4. All other terms and conditions of the Contract shall remain unchanged.**

[Signatures on next page.]

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SAN BERNARDINO COUNTY

The Gordian Group, Inc. dba The  
Mellon Group

*(Print or type name of corporation, company, contractor, etc.)*

►

Dawn Rowe, Chair, Board of Supervisors

By ►

*(Authorized signature - sign in blue ink)*

Dated: \_\_\_\_\_

Name Matthew L. Bausher

*(Print or type name of person signing contract)*

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIR OF THE BOARD

Title Chief Customer Officer

*(Print or Type)*

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By \_\_\_\_\_

Deputy

Dated: \_\_\_\_\_

Address 30 Patewood Drive, Bldg. 2, Suite 350

Greenville SC, 29615

**FOR COUNTY USE ONLY**

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

►

Daniel Pasek, Deputy County Counsel

►

Arham Limoochi, Project Controls Manager,  
Project and Facilities Management Department

►

Don Day, Director  
Project and Facilities Management Department

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



## **ATTACHMENT C**

### **Campaign Contribution Disclosure**

### **(SB 1439)**

#### **DEFINITIONS**

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

**Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.**

1. Name of Consultant: The Gordian Group, Inc. DBA The Mellon Group

2. Name of Principal (i.e., CEO/President) of Consultant, if the individual actively supports the matter and has a financial interest in the decision:

N/A

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3. Name of agent of Consultant:

Company Name	Agent(s)
N/A	

4. Name of any known lobbyist(s) who actively supports or opposes this matter:

Company Name	Contact
N/A	

5. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
<u>N/A</u>		

6. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes ☐

No ☒

7. Name of any known individuals/companies who are not listed in Questions 1-5, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

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8. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No ☒ If **no**, please skip Question No. 9.

Yes ☐ If **yes**, please continue to complete this form.

9. Name of Board of Supervisor Member or other County elected officer: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Please add an additional sheet(s) to identify additional Board Members/County elected officer to whom anyone listed made campaign contributions.

By signing Contract Amendment No. 1, Consultant certifies that the statements made herein are true and correct. Consultant understands that the individuals and entities listed in Question Nos. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.