



**AMENDMENT NUMBER ONE
TO CONTRACT NUMBER MA-299-19010027
BETWEEN THE COUNTY OF ORANGE
AND CIVIL ENVIRONMENTAL SURVEY GROUP INC. DBA CES
FOR
OPERATIONS AND MAINTENANCE SERVICES OF LEACHATE GROUNDWATER EXTRACTION
SYSTEMS AND ALL VARIOUS LIQUID CONVEYANCE SYSTEMS AT CENTRAL REGION LANDFILLS**

THIS Amendment Number One (“**Amendment**”) to Contract Number MA-299-19010027 for Operations and Maintenance Services of Leachate Groundwater Extraction Systems and All Various Liquid Conveyance Systems at Central Region Landfills (“**Contract**”) is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, by its OC Waste & Recycling Department (“**County**”) and Civil Environmental Survey Group Inc. dba CES, with a principal office located at 33353 Temecula Parkway, Suite 104 #333, Temecula, CA 92592 (“**Contractor**”). County and Contractor are collectively referred to as “**Parties.**”

RECITALS

WHEREAS, Contractor and County entered into Contract Number MA-299-19010027 Operations and Maintenance Services of Leachate Groundwater Extraction Systems and All Various Liquid Conveyance Systems at Central Region Landfills under a firm-fixed price Contract, effective October 1, 2018 through September 30, 2021, in an amount not to exceed \$600,000; and

WHEREAS, the Silverado Fire on October 26, 2020 caused significant damage to the Leachate Groundwater Extraction Systems and Various Liquid Conveyance Systems at the Frank R. Bowerman Landfill requiring extensive repairs; and

WHEREAS, County now desires to immediately increase the Contract in the amount of \$250,000, effective upon Board approval and execution of all necessary signatures, for a revised cumulative Contract total not to exceed \$850,000, in order to repair the damages sustained in the Silverado Fire; and

WHEREAS, County now desires, and Contractor agrees, to amend Article Q of the County General Terms and Conditions, in its entirety, to reflect updated County Conflict of Interest terms;

NOW, THEREFORE, for and in consideration of the professional services and mutual promises to be performed for the County by the Contractor in connection with the Services and the compensation to be paid for such Services and mutual promises by the County, the Parties agree as follows:

1. Contract Number MA-299-19010027 shall be increased \$250,000, for a revised cumulative Contract total not to exceed \$850,000, effective upon Board approval and execution of all necessary signatures.
2. **Article Q** of the County General Terms and Conditions shall be replaced in its entirety with the following language:

Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor’s business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor’s duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.



The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing 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 in the performance of their duties.

3. Contractor confirms they understand and are in compliance with the County's Conflict of Interest Policy as stated in Article Q.
4. Except as amended herein, all remaining terms and conditions of the Contract shall remain in full force and effect.

[Signature page follows]

The Parties hereto have executed this Amendment Number One on the dates shown opposite their respective signatures below.

CIVIL ENVIRONMENTAL SURVEY GROUP INC. DBA CES*:

| | |
|---|---------|
| James Keegan | CFO |
| Print Name | Title |
|  | 12/3/20 |
| Signature | Date |
| Skylar Green | CEO |
| Print Name | Title |
|  | 12/3/20 |
| Signature | Date |

* If the contracting party is a corporation, two (2) 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 signee to bind the corporation.

County of Orange, a political subdivision of the State of California

| | |
|------------|-------|
| Print Name | Title |
| Signature | Date |

APPROVED AS TO FORM:

County Counsel

By **Paul Albarian** _____
Deputy

Date 12/08/2020 | 7:24 AM PST