



AMENDMENT NUMBER ~~TWO~~THREE
FOR
ON-CALL ENVIRONMENTAL PROGRAM SUPPORT

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, through its department John Wayne Airport (“County” or “JWA”) and Polytechnique Environmental, Inc. (“Contractor”), with County and Contractor sometimes individually referred to as “Party” or collectively referred to as “Parties.”

RECITALS

WHEREAS, County and Contractor entered into Contract MA-280-19010653 for On-Call Environmental Program Support, effective August 14, 2018 through August 13, 2021, with a Total Contract Not-to-Exceed Amount of \$2,250,000 (“Contract”); and,

WHEREAS, pursuant to Amendment Number One, the Parties increased the Total Contract Not-to-Exceed Amount to \$3,750,000 for the initial three-year term and \$1,500,000 for each one-year renewal thereafter upon Board approval; and updated the Contract’s Insurance provision; and

WHEREAS, pursuant to Amendment Number Two, the Parties ~~now desire to renew~~renewed the Contract for one (1) year, effective August 14, 2021 through August 13, 2022, with a new Total Contract Not-to-Exceed Amount of \$1,500,000; and update~~updated~~ Contract provisions to conform with County standard language; and,

WHEREAS, the Parties now desire to renew the Contract for one (1) year, effective August 14, 2022 through August 13, 2023, with a new Total Contract Not-to-Exceed Amount of \$1,500,000; and,

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TO CONTRACT ARTICLES

1. Section 1 of the Contract’s Additional Terms and Conditions shall be amended to read in its entirety as follows:

1. TERM OF AGREEMENT

Contract shall be renewed commencing on August 14, ~~2021~~2022 and shall be effective for one (1) year from that date, unless otherwise terminated as provided herein (Contract Award Date). The Total Contract Not-to-Exceed (NTE) Amount shall be \$1,500,000. ~~This Contract may be renewed by mutual agreement of both Parties one (1) additional one (1)-year term. County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County Board of Supervisors.~~ A-E shall not commence services under this Agreement until it has obtained all insurance required and such insurance has been approved by County. A-E shall have seven (7) days from the Contract Award Date to submit complete insurance documents, and County may take up to 14 days to approve said insurance. A-E may not work on the site until its Safety Plan is approved by the County.

~~2. Article 41 shall be removed in its entirety and reserved.~~



~~3. Articles 43 shall be amended to read in their entirety as follows:~~

~~**43. AIRPORT SECURITY**~~

~~The A E's personnel must complete a background clearance Security Identification Display Area (SIDA) class in order to obtain an I.D. badge and a driving permit for access to drive on the Airport Operations Area.~~

~~Contractor, Contractor's employees and Contractor's subcontractors must complete a background clearance SIDA class in order to obtain an I.D. badge.~~

~~**A. Badge Acquisition:** Prior to issuance of a security badge(s), designated Contractor personnel who shall be working on site at JWA terminal, and engaged in the performance of work under this Contract must pass JWA's screening requirements, which include an F.B.I. background investigation (fingerprinting) and Security Threat Assessment (STA) (estimated fee is \$29.00 for fingerprinting and \$11.00 for STA per person.). It may take up to two weeks to obtain clearance. Contractor's designated personnel shall need to take a 2-hour SIDA training class at JWA and pass the written test (estimated fee is \$10.00 per person). Contractor shall be responsible for all costs associated with the background checks, and abide by all of the security requirements set forth by the Transportation Security Agency (TSA) and JWA. Contractor's designated personnel must successfully complete the badge acquisition within 14 days of Contract execution, unless other arrangements have been coordinated by County Project Coordinator or designee in writing.~~

~~**B. Driving Endorsement:** In addition to obtaining a JWA access control badge, Contractor's service staff must also take an Airport provided training course and pass a test to acquire an airfield driving endorsement.~~

~~**C. Badge Holder Requirements and Responsibilities:** TSA approved security program for JWA requires that each person issued a JWA security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of JWA.~~

~~i. All persons within the restricted air operation areas of JWA are required to display, on their person, a JWA security badge; unless they are specifically exempted for safety reasons or they are under escort by a properly badge individual. Each JWA employee, JWA Contractor, subcontractor or tenant employee who has been issued a JWA security badge is responsible for challenging any individual who is not properly displaying a JWA issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid JWA security badge must immediately be referred to the Sheriff's Department Airport Police Services Office for proper handling.~~

~~ii. JWA security badge is the property of County and must be returned upon termination of Contractor personnel employment and/or termination, expiration or completion of Contract. The loss of a badge shall be reported within 24 hours to the Sheriff's Department Airport Police Services by calling (949) 252-~~



~~5000. Individuals that lose their badge shall be required to pay a fee before receiving a replacement badge. The charge for lost badge replacement shall be at the current posted rate located in the JWA Administration Office. A report shall be made before a replacement badge shall be issued.~~

~~iii. JWA security badge is nontransferable.~~

~~iv. In the event that a contractor's badge is not returned to JWA upon termination of Contractor personnel employment and/or termination or expiration of Contract, a fine of \$250.00 per badge shall be charged to Contractor. Contractor's final payment may be held by County or a deduction from contractor's payment(s) may be made to ensure that funding is available to cover the fine in the event that badges are not returned.~~

~~v. Contractor shall submit the names, addresses, and driver's license numbers for all Contractor personnel who shall be engaged in work under this Contract to County Project Coordinator within seven days after award of the Contract or within seven days after the start of any new Contractor personnel and/or prior to the start of any work.~~

~~vi. No worker shall be used in performance of this work that has not passed the background check.~~

~~4. Article 51, Article 52, and Article 53 shall be added to read in their entirety as follows:~~

~~**51. 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, 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 of 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, or conflict of interest, 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.~~



~~52. EMERGENCY/DECLARED DISASTER REQUIREMENTS~~

~~In the event JWA experiences or is situated within or proximate to a federal, State, or locally declared emergency or disaster area, this Contract may be subject to unusual usage. Contractor shall perform during such an emergency or disaster under the same terms and conditions that normally apply. All pricing of the goods/services shall remain unchanged regardless of exigent circumstances. If Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of applicable invoice(s) for the goods/services from Contractor's supplier(s). Additional profit as a result of supplying goods/services during an emergency or disaster shall not be permitted. In the event of an emergency of disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.~~

~~53. PROVISION OF SERVICES~~

~~Count may call upon Contractor to immediately provide Services during or in anticipation or remediation of emergencies of any kind whatsoever as determined solely by County. To the maximum extent practicable and lawful under such circumstances, Contractor shall prioritize the deployment of labor, equipment, and/or supplies pursuant to this Contract above all other interests and obligations. Upon contact for assistance with an emergency, Contractor shall indicate within 10 minutes whether the requested labor, equipment, and supplies are available. County shall then direct Contractor to mobilize resources based on information provided by County's Representative. County's Representative shall function as incident command unless otherwise notified, and shall direct all on scene operations by Contractor. Notwithstanding any other provision of this Contract, County's direction of Contractor's provision of Services need not be in writing, but may be in person or via telephone, radio, text message, email or other means.~~

~~5. Appendix 3 shall be removed in its entirety and reserved.~~

~~6.2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.~~

(signature page follows)



IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

POLYTECHNIQUE ENVIRONMENTAL, INC.*

Signature	Name	Title	Date
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Signature	Name	Title	Date
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COUNTY OF ORANGE, A political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

Deputy Purchasing Agent

Signature	Name	Title	Date
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APPROVED AS TO FORM:

County Counsel

By _____
Deputy

Date _____

* 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.