

**AMENDMENT NO. 2 (RENEWAL)
TO CONTRACT MA-080-18010565
FOR
ON-CALL LANDFILL 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 Advanced Earth Sciences, Inc. (“A-E”), with County and A-E sometimes individually referred to as “Party” or collectively referred to as “Parties.”

RECITALS

WHEREAS, County and A-E entered into Contract MA-080-18010565 for On-Call Landfill Services, effective December 13, 2017 through December 12, 2020, in an amount not to exceed \$1,500,000 (the “Contract”); and,

WHEREAS, the Parties, pursuant to Amendment No. 1, amended Contract Articles 1.1.2 and 1.1.3, and added Article 6.30; and,

WHEREAS, the Parties now desire to renew the Contract for two (2) additional years, effective December 13, 2020 through December 12, 2022, in an amount not to exceed \$1,500,000; and,

WHEREAS, the Parties now desire to amend provisions of the Contract to conform with County standard language; and,

NOW THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. Subsection 1.4.1 shall be amended to read in its entirety as follows:

1.4.1 The term of this CONTRACT is for two (2) years, commencing upon approval by the COUNTY Board of Supervisors, effective December 13, 2020 through December 12, 2022, with a maximum allowable compensation of one million five hundred thousand dollars (\$1,500,000), except as permitted in Paragraph 1.5 below.

2. Subsection 1.5.3, Paragraph (a) shall be amended to read in its entirety as follows:

a. The amount for Extra Work shall be determined using Attachment B. Extra Work shall be required by and ordered in writing by DIRECTOR. If this CONTRACT is not approved by the Board of Supervisors, any change that increases the cumulative CONTRACT price beyond \$200,000 must be approved by the Board. Increases in the CONTRACT amount for services within the existing scope of work may be granted by the DIRECTOR where the amount does not exceed 25 percent of the existing CONTRACT price or \$200,000, whichever is less.

3. Section 6.9 shall be removed and amended to read in its entirety as follows:

6.9 Intentionally Omitted

4. Subsection 6.14.3 shall be amended to read in its entirety as follows:

- 6.14.3** 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.

For A-E: Advanced Earth Sciences, Inc.
 9307 Research Dr.
 Irvine, CA 92618
 Attn: Suji Somasundaram
 Phone: 949-379-2450
 E-mail: suji@aesciences.com

For COUNTY: OC Waste & Recycling
 601 N. Ross St., 5th Floor,
 Santa Ana, CA 92701
 Attn: Hugo Pineda
 Phone: 714-834-4148
 E-mail: Hugo.Pineda@ocwr.ocgov.com

cc: OC Public Works Procurement Services
 601 N. Ross St.
 Santa Ana, CA 92701
 Attn: Daisy Corona
 Phone: 714-667-9643
 E-mail: Daisy.Corona@ocpw.ocgov.com

5. Section 6.31 shall be added to the Contract and read in its entirety as follows.

6.31 Wage Rates

Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at cost at the office of County's OC Public Works/OC Facilities/Design & Construction/A&E Project Management or visit the website of the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov/DLSR/PWD. The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

6. Section 6.32 shall be added to the Contract and read in its entirety as follows.

6.32 Apprenticeship Requirements

The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.

7. Section 6.33 shall be added to the Contract and read in its entirety as follows.

6.33 Registration of Contractor

All Contractors and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

8. Section 6.34 shall be added to the Contract and read in its entirety as follows.

6.34 Payroll Records

6.34.1 Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

6.34.2 The requirements of Labor Code Section 1776 provide, in summary:

Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.

6.34.3 Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- a. The information contained in the payroll record is true and correct.
- b. The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.

- 6.34.4** The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
- 6.34.5** Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.
- 6.34.6** Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- 6.34.7** Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq. and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.
9. Section 6.35 shall be added to the Contract and read in its entirety as follows.

6.35 Work Hour Penalty

Eight hours of labor constitute a legal day's work, and forty hours constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty Five Dollars (\$25) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except that work performed by employees of said Contractor and subcontractors in excess of the legal limit shall be permitted without the

foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight hours per day of not less than 1-1/2 times the basic rate of pay.

10. Section 6.36 shall be added to the Contract and read in its entirety as follows.

6.36 Apprentices

6.36.1 The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.

6.36.2 Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractors under him employing workers in any apprenticeable craft or trade in performing any work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

6.36.3 Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractor under him may be required to make contributions to the apprenticeship program.

6.36.4 The Contractor and all subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

11. Attachment B, Section II, Paragraph B shall be amended to read in its entirety as follows:

B. Total Contract Shall Not Exceed: \$1,500,000

12. All other terms and conditions of the Contract shall remain unchanged and with full force and effect.


County of Orange, OC Public Works
Advanced Earth Sciences, Inc.,

MA-080-18010565

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

ADVANCED EARTH SCIENCES, INC.,
a California Corporation,

Date: 9/29/2020

By: 
Signature

Suji Somasundaram - President
Print Name & Title

(If a corporation, the document must be signed by two corporate officers. The 1st must be either Chairman of the Board, President or any Vice President.)

Date: 9/29/2020

By: Kris Khilnani
Signature

Kris Khilnani - Chief Financial Officer
Print Name & Title

(If a corporation, the 2nd signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer)

COUNTY OF ORANGE,
a political subdivision of the State of California

Date: _____

By: _____

Print
Name: _____

Title: _____

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By: Mark N. Sanchez

Mark N. Sanchez
Print Name