

**AMENDMENT NO. 1 (RENEWAL)
TO CONTRACT MA-080-18010598
FOR**

ON-CALL CONSTRUCTION SERVICES – GEOTECHNICAL & MATERIALS TESTING

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 Kleinfelder, 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-080-18010598 for On-Call Construction Services – Geotechnical & Materials Testing, effective December 22, 2017 through December 21, 2020, in an amount not to exceed \$1,500,000 (the “Contract”); and

WHEREAS, the Parties now desire to renew the term of the Contract for two (2) additional years, effective December 22, 2020 through December 21, 2022, in an amount not to exceed \$500,000; and,

WHEREAS, the Parties now desire to amend Attachment B of the Contract to add material test rates; and,

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

NOW THEREFORE, the Parties 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 Board of Supervisors approval, effective December 22, 2020 to December 21, 2022, with a maximum allowable compensation of five hundred thousand dollars (\$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 replaced 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: Kleinfelder, Inc.
2 Ada, Ste 250
Irvine, CA 92618
Attn: Dany Hanna
Phone: 909-657-1723
E-mail: dhanna@kleinfelder.com

For COUNTY: OC Public Works/OC Construction
1152 E Fruit St.
Santa Ana, CA 92701
Attn: Allyssa Montoya
Phone: 714-667-3214
E-mail: Allyssa.Montoya@ocpw.ocgov.com

cc: OC Public Works Procurement Services
601 N. Ross St.,
Santa Ana, CA 92701
Attn: Sabrina Correa, DPA
Phone: 714-667-9681
Email: Sabrina.Correa@ocpw.ocgov.com

5. Section 6.30 shall be amended to read in its entirety as follows:

6.30 Cooperative Agreement

6.30.1 The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use the pre-negotiated prices and terms in this Contract will be responsible for issuing their own purchase documents/contracts, providing for their own acceptance, and making any subsequent payments. A-E shall be required to include in any contract entered into with another department or entity that is entered into and incorporates by reference the pre-negotiated prices and terms of this Contract a contractual clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract by A-E and grounds for immediate Contract termination. Departments or entities making use of the pre-negotiated prices and terms of this Contract are responsible for obtaining all certificates of insurance and bonds required when entering into their own contract. The A-E is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

6.30.2 The A-E shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

6. Section 6.31 shall be amended to read in its entirety as follows:

6.31 Wage Rates

6.31.1 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 & Asset Management/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.

7. Section 6.32 shall be amended to read in its entirety as follows:

6.32 Apprenticeship Requirements

6.32.1 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

8. Section 6.33 shall be amended to read in its entirety as follows:

6.33 Registration of Contractor

6.33.1 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.

9. Section 6.34 shall be added to 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.

10. Section 6.35 shall be added to read in its entirety as follows:

6.35 Work Hour Penalty

6.35.1 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.

11. Section 6.36 shall be added to 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, he 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.

12. Attachment B, Section II Paragraph A, Material Test table for Kleinfelder, Inc. shall be amended to read in its entirety as follows:

Material Test	Rate
AASHTO T 11/ ASTM C117 - Materials Finer than No.200, Sieve in Mineral Aggregates by Washing	\$90.00 ea.
AASHTO T 27/ ASTM C136/ CTM 202 - Method of Test for Sieve Analysis of fine and Coarse Aggregates	\$165.00 ea.
AASHTO T 30 - Method of Test for Mechanical Analysis of Extracted Aggregates	\$125.00 ea.
AASHTO T 84/ ASTM 128/ CTM 207 - Method of Test for Specific Gravity and Absorption of Fine Aggregates	\$145.00 ea.
AASHTO T 85/ ASTM C127/ CTM 206 - Specific Gravity of Coarse Aggregates	\$85.00 ea.
AASHTO T 88/ CTM 203 - Method of Test for Mechanical Analysis of Soils	\$185.00 ea.
AASHTO T 96/ ASTM C131/ CTM 211 - Method of Test for Abrasion of Coarse Aggregate (Los Angeles Rattler Test)	\$200.00 ea.
AASHTO T 166 - Method of Test for Bulk Specific Gravity of HMA	\$55.00 ea.
AASHTO T 176/ CTM 217 - Method of Test for Sand Equivalent	\$150.00 ea.
AASHTO T 190/ CTM 301 - Method of Test for Determining R-Value using the Stabilometer	\$325.00 ea.
AASHTO T 246/CTM 366 - Method of Test For Asphalt Stability (Stabilometer)	\$350.00 ea.
AASHTO T255/ T 265/ CTM 226 - Method of Test for Moisture Content of Soils and Aggregates	\$25.00 ea.
AASHTO T 275/ CTM 308 - Method of Test for Determining Bulk Specific Gravity of HMA	\$55.00 ea.
AASHTO T 308/ CTM 382 - Method of Test for Determining the Asphalt Binder Content of HMA	\$160.00 ea.
AASHTO T89/ T90/ ASTM D4318 - Method of Test of Liquid Limit, Plastic Limit and Plasticity Index of Soils	\$185.00 ea.
AASHTO T180/ ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort	\$245.00 ea.
ASTM C39/ CTM 521 - Capping, Storing and Testing PCC Cylinders for Compressive Strength	\$32.00 ea.
ASTM C42 - Standard Test Method for Obtaining and Testing Drilled Cores	\$85.00 ea.
ASTM C109 - Standard Test Method for Compressive Strength Testing of Mortar Cubes	\$32.00 ea.
ASTM C1019 - Standard Test Method for Sampling, and Testing Grout	\$32.00 ea.
ASTM D698 - Laboratory Compaction of Soil using Standard Effort	\$245.00 ea.
ASTM D2487 - Unified Soil Classification System (Includes sieve analysis and liquid limit/plasticity index)	\$315.00 ea.
ASTM D2974 - Standard Test for Organic Matter of Soils	\$125.00 ea.
ASTM D3080 - Standard Test for Direct Shear of Soils (3 points)	\$390.00 ea.
ASTM D3910 - Slurry Wet Track Abrasion Test	\$350.00 ea.
ASTM D4829 - Standard Test for Expansion Index of Soils	\$195.00 ea.
CTM 125 - Sampling Highway Materials	\$174.00/ Hr.

CTM 216 - Method of Test for Relative Compaction of Soils and Aggregates	\$225.00 ea.
CTM 227 - Method of Test for Evaluating Cleanness of Coarse Aggregates	\$165.00 ea.
CTM 231 - Method of Test for Relative Compaction of Soils and Aggregates	\$174.00/ Hr.
CTM 375 - Method of Test for Relative Compaction of Asphalt Concrete	\$174.00/ Hr.
CTM 205 - Method of Test for Percentage of Crushed Particles	\$105.00 ea., per size
CTM 229 - Method of Test for Durability Index	\$150.00 ea.
CTM 417 - Method of Test for Determining Sulfate Content of Soil	\$60.00 ea.
CTM 643 - Method of Test for pH and Resistivity of Soils	\$160.00 ea.

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

B. Total CONTRACT Amount Shall Not Exceed: \$500,000

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

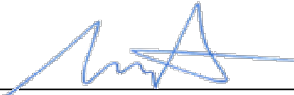
County of Orange, OC Public Works
Kleinfelder, Inc.

MA-080-18010598

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the dates opposite their respective signatures:

Kleinfelder, Inc.,
a California Corporation,

Date: August 21, 2020

By: 
Signature

Louis J. Armstrong, President and CEO
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: August 20, 2020

By: 
Signature

Deborah S. Butera, Secretary
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 Sanchez

Mark Sanchez

Print Name