

County of Orange, OC Public Works  
Kleinfelder Construction Services, Inc.

**AMENDMENT  
No. 3 (Renewal)  
FOR  
ON-CALL PUBLIC RELATIONS 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 Kleinfelder Construction Services, Inc., with a place of business at 24411 Ridge Route Drive, Suite 225, Laguna Hills, CA 92618 (“Contractor”), with County and Contractor sometimes individually referred to as “Party” or collectively referred to as “Parties.”

**RECITALS**

**WHEREAS**, County and Contractor, formerly known as Simon Wong Engineering, Inc., entered into Contract MA-080-17011742 for On-Call Public Relations Services, effective August 8, 2017 through August 7, 2020, in the amount of \$1,500,000.00, (the “Contract”); and,

**WHEREAS**, pursuant to Amendment 1, the County and Contractor amended the Contract to revise articles and Attachment B, Contractor’s Rates/Compensation; and,

**WHEREAS**, pursuant to Amendment 2, the Parties amended the Contract to change the name from Simon Wong Engineering, Inc. to Contractor

**WHEREAS**, the Parties now desire to renew the Contract for one (1) additional year, effective August 8, 2020 through August 7, 2021, with a new Total Contract Amount not to exceed \$200,000; and

**WHEREAS**, the Parties now desire to remove the Child Support Enforcement Requirements and amend the Conflict of Interest, Change of Ownership, Notice Information provisions of the Contract; and

**WHEREAS**, the Parties now desire to amend Attachment B, Section II and Section VI; and,

**WHEREAS**, the Parties now desire to amend Attachment C; and,

**NOW THEREFORE**, the Parties agree as follows:

**ARTICLES**

1. Article 2 shall be amended to read in its entirety as follows:
  2. **Term:** This Contract shall be effective August 8, 2020 and shall continue for one (1) year from that date, unless otherwise terminated as provided herein. This Contract may be renewed upon expiration of the initial term, for one (1) additional year, upon mutual agreement of both parties. The County is not obligated to give a reason or notice if it elects not to renew. Renewal amendments shall require County Board of Supervisors approval.
2. Article 12 and Article 41 shall be removed and reserved, and Article 57 shall be added in their place. Articles 12 and 41 shall be amended and Article 57 shall be added to read in their entirety as follows:

12. **Reserved**

41. **Reserved**

County of Orange, OC Public Works  
Kleinfelder Construction Services, Inc.

---

**57. 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. 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

3. Article 13 shall be removed and amended to read in its entirety as follows:

13. **Reserved**

4. Article 22 shall be amended to read in its entirety as follows:

22. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' Project Managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. 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.

County: OC Public Works  
Attn: Shannon Widor  
601 North Ross Street  
Santa Ana, CA 92701  
Phone: 714-667-9759  
Email: [Shannon.Widor@ocwp.ocgov.com](mailto:Shannon.Widor@ocwp.ocgov.com)

County of Orange, OC Public Works  
Kleinfelder Construction Services, Inc.

cc: OC Public Works/Procurement Services  
Attn: Nicholas Murray, County DPA  
601 North Ross Street,  
Santa Ana, CA 92701  
Phone: 714-667-1659  
Email: [Nicholas.Murray@ocpw.ocgov.com](mailto:Nicholas.Murray@ocpw.ocgov.com)

Contractor: Kleinfelder Construction Services, Inc.  
Attn: Anna Finlay  
24411 Ridge Route Drive, Suite 225  
Laguna Hills, CA 92653  
Phone: 951-801-3718  
Email: AFinlay@kleinfelder.com

5. Article 33 shall be amended to read in its entirety as follows:

33. **Termination:** In addition to any other remedies or rights it may have by law and those set forth in this Contract, County and Contractor has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County or Contractor of its right to terminate the Contract shall relieve County and Contractor of all further obligations. Contractor may terminate this Service Contract immediately if the County shall: (i) generally not pay its debts as they become due or shall admit in writing its inability to pay its debts, or shall make a general assignment for the benefit of creditors; or (ii) commence, or have instituted against it, any proceeding seeking relief, reorganization or arrangement under bankruptcy laws; or (iii) liquidate, dissolve or wind up its business.

In the event of change of control, to the extent necessary, Contractor shall provide reasonably requested assistance in the transferring of services.

6. Attachment B, Section II, Items A and C shall be amended to read in their entirety as follows:

A. **Rates:**

CLASSIFICATION/TITLE	HOURLY RATE
Project Manager	\$ 153.00
Senior Outreach Specialist	\$ 120.00
Outreach Specialist	\$ 74.00
Graphic Designer	\$ 79.00
Video Production/Animation	\$ 100.00

C. **Total Contract Shall Not To Exceed: \$ 200,000.**

7. Attachment B, Section VI shall be amended to read as follows:

Invoices and supporting documentation are to be forwarded to:

OC Public Works  
Attn: Shannon Widor  
601 N. Ross Street  
Santa Ana, CA 92701

County of Orange, OC Public Works  
 Kleinfelder Construction Services, Inc.

---

8. Attachment C shall be amended to read in its entirety as follows:

1. **ON- CALL PUBLIC RELATIONS KEY PERSONNEL**

Name	Classification/ Designation	Licenses/Certifications (include license/ certification number)	Years of Experience	Length of Time with Firm
Anna Finlay	Project Manager	N/A	15	1.5

Contractor understands that the personnel represented as assigned to the Contract must remain working on the Contract throughout the duration of the Contract unless otherwise requested or approved in writing by the County. Substitution or addition of key personnel in any given category or classification shall be allowed only with prior written approval of the County Project Manager. ***Note: The written approval of substituted Key Personnel is for departmental use only and shall not be used for auditing purposes outside OC Public Works.***

Contractor may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to County Project Manager written approval. ***Note: The written approval of additional Key Personnel is for departmental use only and shall not be used for auditing purposes outside OC Public Works.*** County reserves the right to have any personnel removed from providing services to County under this Contract. County is not required to provide any reason for the request for removal of any personnel.

---

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

