

**AMENDMENT NO. 3
FOR
WATER QUALITY ANALYTICAL 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 ALS Group USA, Corp. (“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-080-17010712 for Water Quality Analytical Services, effective December 20, 2016 through December 19, 2019, in the Total Aggregate Contract Amount of \$3,210,000.00 (the “Contract”); and,

WHEREAS, Truesdail Laboratories, Inc. was acquired by Contractor, effective July 31, 2018; and,

WHEREAS, On January 14, 2019, Truesdail Laboratories, Inc., Contractor, and County entered into an Assignment, Novation, and Consent Agreement, whereby County consented and agreed to Truesdail Laboratories, Inc.’s assignment of all its rights and obligations under the Contract to Contractor, effective July 31, 2018; and,

WHEREAS, pursuant to Amendment 1, the Parties renewed the Contract for one (1) year, effective December 20, 2019, through December 19, 2020, with a new Total Aggregate Contract Amount not to exceed \$1,070,000.00; and,

WHEREAS, pursuant to Amendment 2, the Parties amended Attachment B, Section II, Item F; and,

WHEREAS, the Parties now desire to renew the Contract for one (1) year, effective December 20, 2020, through December 19, 2021, with a new Total Aggregate Contract Amount not to exceed \$1,070,000.00; and,

WHEREAS, the Parties now desire to remove the Child Support Enforcement Requirements and amend the Conflict of Interest, Change of Ownership, Termination, and Notice Information provisions of the Contract; 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 December 20, 2020, and shall continue for one (1) year from that date, unless otherwise terminated as provided herein.
2. Article 3 shall be amended to read in its entirety as follows:
 3. **Aggregate Contract:** This is an aggregate Contract between ALS Group USA, Corp., Enthalpy Analytical, LLC, Physis Environmental Laboratories, Inc., and Weck Analytical Environmental Services, Inc.

3. Article 14 and Article 45 shall be removed and reserved, and Article 62 shall be added. Article 62 shall be added to read in its entirety as follows:
62. **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
4. Article 15 shall be removed and reserved.
5. Article 26 shall be amended to read in its entirety as follows:
 26. **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: Tim Hendrix
2245 North Glassell Street
Orange, CA 92865
Phone: 714-667-0665
Email: tim.hendrix@ocwp.ocgov.com

OC Public Works

*County of Orange, OC Pubic Works
ALS Group USA, Corp.*

Attn: Kathleen Kelly
2245 North Glassell Street
Orange, CA 92865
Phone: 714-667-0657
Email: kathleen.kelly@ocpw.ocgov.com

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

Contractor: ALS Group USA, Corp.
Attn: Elaine Najera
10450 Stancliff Road
Houston, TX 77099
Phone: 281-530-5656
Email: elaine.najera@alsglobal.com

6. Article 37 shall be amended to read in its entirety as follows:

37. **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 Contractor commences, or has instituted against it, any proceeding seeking relief, reorganization or arrangement under bankruptcy laws; or liquidates, dissolves or winds 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.

7. All other terms and conditions of the Contract, as amended, shall remain unchanged and with full force and effect.

County of Orange, OC Pubic Works
ALS Group USA, Corp.

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

ALS GROUP USA, CORP.*

By: Jim Klippel
Print Name: Jim Klippel
Title: Vice-President
 Corporate Officer
Date: 8/30/2020

By: Cyril Hahamski
Print Name: Cyril Hahamski
Title: Asst. Secretary
 Corporate Officer
Date: 9/1/2020

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

By: _____
Print Name: _____
Title: Deputy Purchasing Agent
Date: _____

APPROVED AS TO FORM:
County Counsel

By Mark Sanchez Mark Sanchez
 Deputy
Date 9/2/2020

* 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.