

MONTEREY COUNTY

PUBLIC WORKS, FACILITIES & PARKS



Randell Ishii, MS, PE, TE, PTOE, Director

1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

(831) 755-4800
www.co.monterey.ca.us

MEMORANDUM

Date: April 7, 2022

To: Valerie Ralph
Clerk of the Board of Supervisors

From: Maribel Zendejas
Management Analyst II

Subject: AMENDMENT NO. 2 TO AGREEMENT NO. A-14041 BETWEEN THE DON CHAPIN COMPANY, INC. DBA GREEN LINE LIQUID WASTE HAULER AND TOM'S SEPTIC CONSTRUCTION TO PROVIDE ON-CALL GREASE TRAP AND SEWER LIFT STATION PUMPING, WATER JETTING AND VIDEO INSPECTION OF SEWER LINE AND STORM DRAIN LINES, REQUEST FOR PROPOSALS #10652

Please find attached and for your records, a fully executed copy Amendment No. 2 to Agreement No. A-14041 between The Don Chapin Company, Inc. dba Green Line Liquid Waste Hauler and Tom's Septic Construction and the County of Monterey for the above referenced services.

If you have any questions, please feel free to contact me directly at Ext. #5304.

Maribel Zendejas

Attachments: Executed Amendment No. 2 to Agreement – 1 Copy
Board Order for Amendment No. 2 to Agreement, Passed and Adopted on 3/1/22 – 1 Copy



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor John M. Phillips to:

Agreement No.: A-14041; Amendment No.: 2

- a. Approve Amendment No. 2 to Standard Agreement No. A-14041 (SA) between the County and The Don Chapin Company, Inc. dba Green Line Liquid Waste Hauler and Tom’s Septic Construction to continue to provide on-call grease trap and sewer lift station pumping, water jetting and video inspection of sewer lines and storm drain lines at various locations throughout the County, Request for Proposals #10652, to increase the not to exceed amount by \$850,000 for a total amount not to exceed \$1,150,000; and to extend the expiration date for one (1) additional year through June 18, 2023, for a revised term from June 19, 2018 to June 18, 2023; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 2 to Standard Agreement #10652 and up to one (1) future amendment to the Agreement where the amendment does not change the approved amount of the Agreement.

PASSED AND ADOPTED on this 1st day of March 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting March 1, 2022.

Dated: March 8, 2022
File ID: A 22-071
Agenda Item No.: 81

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Julian Lorenzana, Deputy

**AMENDMENT NO. 2
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
THE DON CHAPIN COMPANY, INC. DBA GREEN LINE LIQUID WASTE HAULER
AND TOM'S SEPTIC CONSTRUCTION**

THIS AMENDMENT NO. 2 to Standard Agreement No. A-14041 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and The Don Chapin Company, Inc. dba Green Line Liquid Waste Hauler and Tom's Septic Construction, a California Corporation (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, County entered into Standard Agreement No. A-14041 with JGPG Corporation dba Green Line Underground Plumbing Video on July 16, 2018 (hereinafter, "Agreement") to provide on-call grease trap and sewer lift station pumping, water jetting and video inspection of sewer lines and storm drain lines (hereinafter, "services") at various locations throughout the County, per Request for Proposals (RFP) #10652 through and including June 18, 2021, with the option to extend the Agreement for two (2) additional one (1) year period(s) for an amount not to exceed \$300,000; and

WHEREAS, on September 4, 2020 JGPG Corporation dba Green Line Underground Plumbing Video and CONTRACTOR entered into an "Asset Purchase Agreement" which assigned JGPG Corporation dba Green Line Underground Plumbing Video's rights, duties, obligations, title and interest in the July 16, 2018 Agreement between JGPG Corporation, dba Green Line Underground Plumbing Video and County to CONTRACTOR; and

WHEREAS, on November 18, 2020, an "Assignment and Assumption of Contract" with an effective date retroactive to September 4, 2020 was executed by JGPG Corporation dba Green Line Underground Plumbing Video and CONTRACTOR to authorize the assignment of the July 16, 2018 Agreement from JGPG Corporation, dba Green Line Underground Plumbing Video to CONTRACTOR pursuant to Section 15.06 Assignment and Subcontracting of said July 16, 2018 Agreement; and

WHEREAS, Agreement was amended by the Parties on May 18, 2021 (hereinafter, "Amendment No. 1") to extend the term for one (1) additional year through June 18, 2022 with no increase in the not to exceed amount; and

WHEREAS, provisions of the Agreement require an update; and

WHEREAS, County has a continued need for services; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to further amend the Agreement to update provisions, to extend the term for one (1) additional year through June 18, 2023, and to increase the amount by \$850,000 for a total amount not to exceed \$1,150,000 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the second sentence of Paragraph 2.01 of Section 2.0, "Payment Provisions", to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$1,150,000.

2. Amend the first sentence of Paragraph 3.01 of Section 3.0, "Term of Agreement", to read as follows:

The term of this Agreement is from June 19, 2018 to June 18, 2023, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Section 11.01 of Paragraph 11.0, "Non-Discrimination", to read as follows:

During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code §12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

4. Amend Agreement to revise Paragraph 16.0, "Signature Page", to Paragraph 18.0, "Signature Page".

5. Amend Agreement to add Paragraph 16.0, "Compliance with Applicable Laws", as follows:

16.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

16.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

16.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

6. Amend Agreement to add Paragraph 17.0, "Consent to Use of Electronic Signatures", as follows:

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 USC Section 7001 *et seq.*; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.

17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

7. In all places within the Agreement, any reference to County's email address of RMA-Finance-AP@co.monterey.ca.us for invoicing, is hereby replaced with PWFP-Finance-AP@co.monterey.ca.us.
8. In all places within the Agreement, any reference to the Agreement's Multi-Year Agreement (MYA) number of MYA 3000*3910, is hereby replaced with MYA 3200*3910.
9. All other terms and conditions of the Agreement, including all Exhibits thereto, shall remain unchanged and in full force.
10. This Amendment No. 2 and the previous Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
11. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: DocuSigned by:
Debra R. Wilson
7B741937AA0041B
Contracts/Purchasing Officer

The Don Chapin Company, Inc.
dba Green Line Liquid Waste Hauler and
Tom's Septic Construction
Contractor's Business Name

Date: 3/11/2022 | 9:51 AM PST

By: DocuSigned by:
DONALD CHAPIN
847818934391480
(Signature of Chair, President or Vice President)

**Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel**

Its: Donald Chapin, President
(Print Name and Title)

By: DocuSigned by:
Mary Grace Perry
A1933B26E717442...
Mary Grace Perry
Deputy County Counsel

Date: 1/31/2022 | 4:12 PM PST

Date: 2/9/2022 | 9:08 AM PST

By: DocuSigned by:
Caroline Chapin
847818934391480
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Its: Caroline Chapin, CFO
(Print Name and Title)

Approved as to Fiscal Provisions

By: DocuSigned by:
Joey Nolasco
F80C442ED05B437...
Auditor/Controllor

Date: 1/31/2022 | 4:34 PM PST

Date: 2/15/2022 | 2:43 PM PST

**Approved as to Indemnity and Insurance Provisions
Office of the County Counsel
Leslie J. Girard, County Counsel**

By: DocuSigned by:
Danielle Mancuso
2AFDFB99D2744CC...
Danielle P. Mancuso
Risk Manager

Date: 2/14/2022 | 3:37 PM PST

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.