

**AMENDMENT NO. 1
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. 1 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, 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, County has a continued need for services; and

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

WHEREAS, the Parties wish to amend the Agreement to extend the term for one (1) additional year to June 18, 2022 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

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

1. 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, 2022, unless sooner terminated pursuant to the terms of this Agreement.

2. In all places within the Agreement, any reference to Resource Management Agency is hereby replaced with Department of Public Works, Facilities, & Parks.
3. Amend the second paragraph of Paragraph B.2, "Contractor's Billing Procedures", under Section B, "Payment Provisions", of Exhibit A – Scope of Services/Payment Provisions to the Agreement, to read as follows:

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6.0, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number (*MYA 3000*3910*), the services/project name, and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP@co.monterey.ca.us:

County of Monterey
Department of Public Works, Facilities, & Parks (PWFP) – Finance
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to the PWFP Finance at (831) 755-4800 or via email to: RMA-Finance-AP@co.monterey.ca.us

4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
5. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
6. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: DocuSigned by:
Michael Derr
367942E0F649429...
Contracts/Purchasing Officer

Date: 5/18/2021

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

By: DocuSigned by:
Mary Grace Perry
633031E17FD247F...
Mary Grace Perry
Deputy County Counsel

Date: 5/17/2021

Approved as to Fiscal Provisions

By: DocuSigned by:
Gary Giboney
D3834BPEC1D8449...
Auditor/Controller

Date: 5/18/2021

**Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Manager**

By: _____
Leslie J. Girard
County Counsel-Risk Manager

Date: _____

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

Contractor's Business Name

By: [Signature]
(Signature of Chair, President or Vice President)

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

Date: 5/13/2021

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

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

Date: 5/13/2021

*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.