

*County of Orange, OC Public Works***MA-080-22010269***HCI Environmental & Engineering Service*

**AMENDMENT NO. 1
FOR
ON-CALL ENVIRONMENTAL CLEAN-UP 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 Hunter Consulting Inc Dba HCI Environmental & Engineering Service, with a place of business at 12155 Magnolia Ave, Ste 4C Riverside, CA 92503-4969 ("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-080-22010269 for On-Call Environmental Clean-Up Services, effective March 27, 2022 through March 26, 2025, in the amount of \$600,000.00 ("Contract"); and,

WHEREAS, the Parties now desire to include the Orange County Flood Control District as a Party to this Contract; and,

WHEREAS, the Parties now desire to Renew the Contract for two (2) additional year(s) effective March 27, 2025 through March 26, 2027 with a new Contract Not-To-Exceed Aggregate amount of \$1,000,000.00; and

NOW THEREFORE, the Parties agree as follows:

AMENDMENT TO CONTRACT ARTICLES

1. The preamble of Contract MA-080-22010269 for On-Call Environmental Clean-Up Services shall be amended to include Orange County Flood Control District, a body corporate and politic, ("District") as a Party and shall read in its entirety as follows:

THIS CONTRACT **MA-080-22010269** for On-Call Environmental Clean-Up Services ("Contract") 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"), Orange County Flood Control District, a body corporate and politic ("District"), and Hunter Consulting Inc Dba HCI Environmental & Engineering Service, with a place of business at 1480 Commerce St., Corona, CA 92880 ("Contractor"), with County, District, and Contractor sometimes referred to as "Party" or collectively as "Parties."

2. The Recitals shall be amended to include the following:

WHEREAS, the District relies on County staff to carry out its duties pursuant to the Orange County Flood Control District Act, Water Code App. §§ 36-1 et seq., and County staff may request Contractor to perform services under this Contract on behalf of District; and,

3. Article G. Warranty shall be amended in its entirety as follows:

G. Warranty: Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County, District, and its indemnities as identified in article "Z," and as more fully described in article "Z," harmless from liability, loss,

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damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

4. Article H. Patent/Copyright Materials/Proprietary Infringement shall be amended in its entirety as follows:

H. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in article "Z" below, it shall indemnify, defend, and hold County, District, and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

5. Article O of the Contract shall be amended in its entirety as follows:

O. Insurance Requirements: Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions ("SIRs") shall be clearly stated on the Certificate of Insurance. Any self-insured retention ("SIR") in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and

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2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage**Minimum Limits**

Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Environmental/Pollution Liability	\$3,000,000 per claims made or occurrence \$3,000,000 aggregate

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

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*HCI Environmental & Engineering Service***Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange, the Orange County Flood Control District, and their elected and appointed officials, officers, agents, and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.

2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, the Orange County Flood Control District, and their elected and appointed officials, officers, agents, and employees or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, the Orange County Flood Control District, and their elected and appointed officials, officers, agents, and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

6. Article T. Compliance with Laws shall be amended in its entirety as follows:

T. Compliance with Laws: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of article "Z," below, Contractor agrees that it shall defend, indemnify, and hold County, District, and County Indemnites harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.

7. Article Y. Employee Eligibility Verification shall be amended in its entirety as follows:

Y. Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by

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Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, District, their agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8. Article Z. Indemnification shall be amended in its entirety as follows:

Z. Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, District, their elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

9. Article 2 of the Contract shall be amended to include the following:

Contract shall be renewed for two (2) additional years from March 27, 2025 through and including March 26, 2027, unless otherwise terminated by the County.

10. Article 3 of the Contract shall be amended to include the following:

This is an Aggregate Contract with Hunter Consulting Inc. DBA HCI Environmental & Engineering Service, Ocean Blue Environmental Services, Inc., and Patriot Environmental Services, Inc. with an Aggregate Contract Amount not to Exceed \$1,000,000.00 for the renewal period.

11. Attachment B – "Payment/Compensation", Section 2 "Fees and Charges", Item I, shall be amended in its entirety as follows:

I. AGGREGATE CONTRACT AMOUNT NOT TO EXCEED:

1. Initial Contract Amount Not to Exceed.....\$600,000.00
(3/27/2022 to 3/26/2025)

2. Contract Renewal Amount Not to Exceed.....\$1,000,000.00
(3/27/2025 to 3/26/2027)

TOTAL AGGREGATE CONTRACT AMOUNT NOT TO EXCEED:.....\$1,600,000.00

4. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

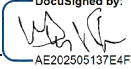
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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

**HUNTER CONSULTING INC DBA
HCI ENVIRONMENTAL & ENGINEERING SERVICE***

By:  _____
DocuSigned by:
AE202505137E4F8...
 Print Name: Gregory Parker
 Title: President
 Date: 1/7/2025 | 11:35 AM PST

By:  _____
Signed by:
BAA9B09F7179423...
 Print Name: C. Robert Guy
 Title: Secretary/Treasure
 Date: 1/7/2025 | 12:39 PM PST

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

COUNTY AUTHORIZED SIGNATURE:

		<u>Deputy Purchasing Agent</u>	
Signature	Name	Title	Date

ORANGE COUNTY FLOOD CONTROL DISTRICT, A body corporate and politic

DISTRICT AUTHORIZED SIGNATURE:

		<u>Deputy Purchasing Agent</u>	
Signature	Name	Title	Date

APPROVED AS TO FORM:

County Counsel

By:  _____
Signed by:
C88031248AC049C...
 Deputy
 Date: 1/7/2025 | 12:40 PM PST

* 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.