

Contract**Amendment No. 1 to Aggregate Contract MA-012-22011273****Between****County of Orange, OC Community Resources****and****Dudek****For****Invasive Plant Control 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 Dudek (“Contractor”), with County and Contractor sometimes individually referred to as “Party” or collectively referred to as “Parties”.

Attachments

This Amendment is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment 1 – Assignment, Novation and Consent Agreement

Recitals

WHEREAS, County and Habitat Restoration Sciences, Inc. entered into Contract MA-012-22011273 for Invasive Plant Control Services, effective June 15, 2022, through June 14, 2025, for an Aggregate Total Contract Not to Exceed Amount of \$1,800,000, (“Contract”); and,

WHEREAS, the Parties now desire to amend the Contract to reflect the Assignment, Novation, and Consent Agreement attached hereto as well as to renew the Contract for two years effective June 15, 2025, through June 14, 2027, with a new Total Aggregate Contract Not to Exceed Amount of \$3,000,000;

NOW, THEREFORE, the Parties agree as follows:

Renewal Amendment

1. The first paragraph of the Contract shall be amended to read in its entirety as follows:

This Aggregate Contract MA-012-22011273 for Invasive Plant Control Services, hereinafter, referred to as “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 on behalf of OC Community Resources, OC Parks hereinafter referred to as “County” and Dudek with a place of business at 605 3rd Street, Encinitas, CA 92024, hereinafter referred to as “Contractor”, with County and Contractor sometimes individually referred to as “Party”, or collectively referred to as “Parties”.

2. Article I. General Terms and Conditions, Section T. Compliance with Laws shall be amended to read 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 the Insurance and Indemnification section, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.

3. Article II. Additional Terms and Conditions, Section 2. Term of the Contract shall be amended to read in its entirety as follows:

2. Term of Contract: Contract shall commence on June 15, 2022, through June 14, 2025, and upon execution of all necessary signatures, whichever occurs later, unless otherwise terminated by the County. Contract shall be renewed for two (2) years effective June 15, 2025, through June 14, 2027, unless otherwise terminated as provided herein.

4. Article II. Additional Terms and Conditions, Section 5. Conflict of Interest – Contractor's Personnel shall be amended to read in its entirety as follows:

5. Conflict of Interest – Contractor's Personnel: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor's officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to establishing precautions to prevent 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 from acting in the best interests of County.

Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer's child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.

5. Article II. Additional Terms and Conditions, Section 12. Cooperative Contract, shall be amended to read in their entirety as follows:

12. Cooperative Contract: This Contract is a cooperative contract and may be utilized by all County of Orange departments.

The provisions and pricing of this Contract may be extended, at the option of Contractor, to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization (the "Cooperative Program"). Parties in a Cooperative Program wishing to use this Contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any agreement entered into with another agency or entity that is entered into pursuant to the provisions and pricing of this Contract a clause that binds the parties to the agreement to "indemnify, defend with counsel approved in writing by the County of Orange, California ("County"), and hold County, its 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" under the agreement.. Failure to so include this clause voids the Contract's extension to a Cooperative Program and will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The County of Orange makes no guarantee of usage by other users of this Contract.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract. This Cooperative Contract provision shall survive expiration or termination of this Contract.

6. Article II. Additional Terms and Conditions, Section 19. Notices, shall be amended to read in their entirety as follows:

19. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), 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 (4) 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.

Contractor: Physical Address: Dudek
Attn: Kyle Matthews
605 3rd Street
Encinitas, CA 92024
Office: 760-691-3924
Cell: 760-310-4512
kmatthews@dudek.com

Billing address: Dudek - Lockbox
Attn: Jennifer Ferguson
P.O. Box 515569
Los Angeles, CA 90051-4581
jferguson@dudek.com

County: OC Community Resources
Attn: Matt Major, Natural Resources Program Coordinator
13042 Old Myford Road
Irvine, CA 92602
657-266-4701
matt.major@ocparks.com

Assigned DPA: County of Orange
OC Community Resources, Purchasing and Contract Services
Attn: Shannon Thoene, DPA
601 North Ross Street, 6th Floor
Santa Ana, CA 92701
714-834-2658
shannon.thoene@occr.ocgov.com

7. Article II. Additional Terms and Conditions, Section 27. Aggregate Contract, shall be amended to read in their entirety as follows:

Aggregate Contract: This is an Aggregate Contract with Dudek, Chambers Group, Inc., and Recon Environmental Inc. with an Aggregate Contract Amount not to exceed Six Hundred Thousand Dollars Per Year (\$600,000.00/Per Year) from June 15, 2022, to June 14, 2025. The Aggregate Contract Amount shall not to exceed Six Hundred Forty Thousand Dollars Per Year (\$640,000/Per Year) June 15, 2025, through June 14, 2026. The Aggregate Contract Amount shall not to exceed Six Hundred Fifty Thousand Dollars Per Year (\$650,000/Per Year) June 15, 2026, through June 14, 2027.

8. Attachment B – Payment and Compensation, Section 2. Fees and Charges, Subsection A. Rates, shall be amended to read in its entirety as follows:

Classification	Hourly Rate 6/15/2022 to 6/14/2025	Hourly Rate 6/15/2025 to 6/14/2026	Hourly Rate 6/15/2026 to 6/14/2027
Labor			
Project Manager	\$175.00	\$205.00	\$215.00
Pest Control Adviser	\$150.00	\$175.00	\$185.00
Landscape Supervisor	\$145.00	\$170.00	\$175.00
Landscape Assistant Supervisor	\$125.00	\$145.00	\$155.00
Landscape Operating Engineer	\$165.00	\$190.00	\$200.00
Foreman	\$95.00	\$110.00	\$115.00
Assistant Foreman	\$75.00	\$90.00	\$95.00
Skilled Laborer	\$65.00	\$75.00	\$80.00
Landscape Maintenance Laborer	\$55.00	\$65.00	\$70.00

Equipment Daily Usage Rates (including fuel and mobilization/demobilization)	Daily Rate 6/15/2022 to 6/14/2025	Daily Rate 6/15/2025 to 6/14/2026	Daily Rate 6/15/2026 to 6/14/2027
GPS Unit	\$90.00	\$100.00	\$110.00
Vermeer 2000 BC Chipper	\$450.00	\$525.00	\$550.00
T75 or T90 Hydroseeder	\$450.00	\$525.00	\$550.00
50-gallon to 300-gallon spray	\$150.00	\$175.00	\$180.00
Dingo	\$450.00	\$525.00	\$550.00
Pick-up Truck	\$125.00	\$145.00	\$150.00
2,000-gallon Water Truck	\$450.00	\$525.00	\$550.00
CAT 279 Skid Steer	\$450.00	\$525.00	\$550.00
CAT 308 Excavator	\$600.00	\$700.00	\$730.00
CAT 315 Excavator	\$850.00	\$1,000.00	\$1,035.00
Roll-off Truck	\$600.00	\$700.00	\$730.00
Dump Trailer	\$100.00	\$115.00	\$120.00
500-gallon Water Trailer	\$75.00	\$90.00	\$95.00
Quad/Mule	\$100.00	\$115.00	\$120.00
Kubota Zero Turn Mower	\$225.00	\$260.00	\$275.00

Materials and Other Fees	Unit	Rate 6/15/2022 to 6/14/2025	Rate 6/15/2025 to 6/14/2026	Rate 6/15/2026 to 6/14/2027
R-II Spreader-	oz	\$0.28	\$0.32	\$0.34
Round-Up Custom	oz	\$0.29	\$0.34	\$0.35
Bronc Max	oz	\$0.28	\$0.32	\$0.34
Dimension 2EW	oz	\$2.30	\$2.67	\$2.80
Element 4	oz	\$0.60	\$0.70	\$0.73
Fusilade II	oz	\$2.60	\$3.02	\$3.17
Hasten-EA	oz	\$0.44	\$0.51	\$0.54
Renegade-EA	oz	\$0.44	\$0.51	\$0.54
Milestone	oz	\$3.30	\$3.83	\$4.02
Pathfinder	oz	\$0.62	\$0.72	\$0.76
Polaris	oz	\$0.80	\$0.93	\$0.98
Tahoe 3A	oz	\$0.59	\$0.68	\$0.72
Transline	oz	\$2.01	\$2.33	\$2.45
TurfTrax Blue	oz	\$0.33	\$0.38	\$0.40
Dump Fees and		Cost + 15%		

9. Attachment B – Payment and Compensation, Section 2. Fees and Charges, Subsection B. shall be amended to read in its entirety as follows:

B. Annual Aggregate Contract Not to Exceed Amount \$600,000 shall be from June 15, 2022, to June 14, 2025. The Aggregate Contract Amount shall not to exceed Six Hundred Forty Thousand Dollars Per Year (\$640,000/Per Year) June 15, 2025, through June 14, 2026. The Aggregate Contract Amount shall not to exceed Six Hundred Fifty Thousand Dollars Per Year (\$650,000/Per Year) June 15, 2026, through June 14, 2027.

10. Attachment B – Payment and Compensation, Section 2. Fees and Charges, Subsection C. shall be amended to read in its entirety as follows:

C. Total Aggregate Contract Not to Exceed Amount: \$3,090,000.

11. Attachment C – Staffing Plan, Section II. Subcontractors, shall be amended to read in its entirety as follows:

Listed below are subcontractor(s) anticipated by Contractor to perform services as specified in Attachment A. Substitution or addition of Contractor's subcontractors in any given project function shall be allowed only with prior written approval of County's Project Manager.

Company Name and Address	Contact Name and Telephone Number	Project Function
Not Applicable		

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

Signature Page

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

DUDEK*

Signed by:
By: Helder Guimaraes
206B5D3F86BF485...
Helder Guimaraes

Signed by:
By: Joseph Monaco
9DEB613D4BEA483...
Joseph Monaco

Print Name: _____

Print Name: _____

CFO
Title: _____

President and CEO
Title: _____

3/3/2025
Date: _____

March 6, 2025
Date: _____

COUNTY OF ORANGE, a political subdivision of the State of California
COUNTY AUTHORIZED SIGNATURE:

By: _____

Print
Name: _____

Title: Deputy Purchasing Agent

Date: _____

APPROVED AS TO FORM:

County Counsel

DocuSigned by:
By: Christopher Anderson
FD52599179CA41C...
Deputy
Chris Anderson

Date: _____

* 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.

ATTACHMENT 1**ASSIGNMENT, NOVATION AND CONSENT AGREEMENT**

This ASSIGNMENT AND CONSENT AGREEMENT is made and entered into as of the date fully executed ("Agreement") by and among Habitat Restoration Sciences, Inc., a California Corporation registered in the State of California ("Assignor – Habitat Restoration Sciences, Inc."), Dudek, a California Corporation registered in the State of California ("Assignee – Dudek"), and the County of Orange, a political subdivision of the State of California, ("County"), individually and collectively referred to herein as "Party" or "Parties".

WHEREAS, Assignor and County entered into a Contract MA-012-22011273, effective June 15, 2022, through June 14, 2025 (the "Contract"), pursuant to which Assignor agreed to provide Professional Services for Invasive Plant Control Services on behalf of the County ("Services"); and,

WHEREAS, Assignee owns Assignor and wishes to dissolve Assignor; and,

WHEREAS, Assignor and Assignee desire for Assignor to assign its rights and obligations under the Contract to Assignee; and

WHEREAS, County desires to continue to receive such Services in accordance with the terms and conditions of the Contract; and

WHEREAS, Assignee agrees to continue to provide the Services to County in accordance with the terms and conditions of the Contract; and,

WHEREAS, the Parties desire to substitute Assignee in place and instead of Assignor with respect to the Contract;

NOW, THEREFORE, in consideration of the premises hereto and the mutual covenants and agreements herein set forth, the parties agree as follows:

1. Assignor does hereby assign, transfer, and convey to the Assignee as of the date on which this Agreement is fully executed (the "Effective Date") all of Assignor's title, right, obligations, and interest in, to and under the said Contract.
2. Assignee hereby accepts such assignment of the Contract as of the Effective Date and agrees to assume all of Assignor's duties and obligations in, to and under the Contract from and after the Effective Date. Such assignment shall not hinder or preclude Assignee from participating in any future County request for proposal process.
3. Assignee agrees to defend and indemnify County from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees, resulting from and related to Assignor performance under the Contract and subject to the terms of the Contract prior to the Effective Date; and,
4. County consents to the substitution of Assignee in place and instead of Assignor from and after the Effective Date.

5. Assignor agrees that it shall cooperate with Assignee in effectuating an orderly transition of the County information to the Assignee in order for Assignee to fulfill its obligations, responsibilities, and duties under the Contract from and after the Effective Date.
6. This Agreement may be executed in faxed counterparts, and in such event, the counterpart signatures shall be assembled and shall together constitute a complete agreement.

IN WITNESS WHEREOF, the Parties acknowledge that they have read the assignment, novation and consent, understand it and agree to be bound by its terms. Each Party has full power and authority to enter into and perform this assignment, novation and consent, and the person signing this assignment, novation and consent on behalf of each has been properly authorized and empowered to enter into this assignment, novation and consent.

HABITAT RESTORATION SCIENCES, INC.*

Helder Guimaraes

CFO

3/3/2025

Signed by:

Helder Guimaraes

206B5D3F86BF485...

Signature

Name

Title

Date

Joseph Monaco

President and CEO

3/6/2025

Signed by:

Joseph Monaco

9DEB613D4BEA483...

Signature

Name

Title

Date

DUDEK*

Helder Guimaraes

CFO

3/3/2025

Signed by:

Helder Guimaraes

206B5D3F86BF485...

Signature

Name

Title

Date

Joseph Monaco

President and CEO

3/6/2025

Signed by:

Joseph Monaco

9DEB613D4BEA483...

Signature

Name

Title

Date

APPROVED AS TO FORM:

County Counsel

By:

DocuSigned by:

Christopher Anderson

FD52599179CA41C...

Deputy

Date:

Chris Anderson

COUNTY OF ORANGE, A political subdivision of the State of California**COUNTY AUTHORIZED SIGNATURE:**

Deputy Purchasing Agent

Signature

Name

Title

Date

* 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.