

**AMENDMENT NO. 1
TO
CONTRACT MA-080-18011421
FOR**

ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT 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 West Coast Arborists, Inc., a state of California corporation, with a place of business at 2200 E. Via Burton, Anaheim, CA 92806 (“Contractor”) with County and Contractor sometimes individually referred to as “Party” or collectively referred to as “Parties”.

RECITALS

WHEREAS, County, District and Contractor entered into Contract MA-080-18011421 for Annual Tree Maintenance and Tree Pest Management Services, effective June 18, 2018, through June 17, 2021, for an annual not to exceed amount of \$1,615,000, (“Contract”); and,

WHEREAS the Parties now desire to delete Article 7, Conflict of Interest and Article Q, Change of Ownership, and add Article 29, Change of Ownership/Name, Litigation Status, Conflicts with County Interest in their place; and

WHEREAS, now the Parties now desire to amend the Notice Information Provisions of the Contract; and

WHEREAS the Parties now desire to add Article 30 Aggregate Clause to the Contract.

WHEREAS, now the Parties now desire to renew the Contract for one (1) additional year effective June 18, 2021, with a new Total Contract Amount of \$1,615,000; 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 commence June 18, 2018 and continue for four (4) calendar years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in Article 3 below. The Parties have exercised the renewal provision below one (1) time.
2. Article 3 shall be amended to read in its entirety as follows:
 3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for one (1) additional one-year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
3. Article 7 and Article Q shall be removed and reserved, and Article 29 shall be added in their place. Articles 7, Q shall be amended, and Article 29 shall be added to read in their entirety as follows:
 7. **Reserved**

Q. **Reserved**29. **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, and the County agrees to an assignment of the 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.

In addition, 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 if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as 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, conflict of interest or litigation status, 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 23 shall be amended to read in its entirety as follows:

23. **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 of Orange, OC Public Works
West Coast Arborists, Inc.*

Contractor: West Coast Arborists, Inc.
Attn: Randy Thompson
2200 E. Via Burton
Anaheim, CA 90806
Phone: 714-920-1273
Email: RThompson@wcainc.inc

County's Project Manager: OC Public Works/Operations & Maintenance
Attn: Kris Ruiz
2301 N. Glassell Street
Orange, CA 92865
Phone: 714-955-0346
Email: Kris.Ruiz@ocpw.ocgov.com

OC Public Works/Facilities Operations
Attn: Robert Kmetz
1143 E. Fruit Street
Santa Ana, CA 92701
Phone: 714-667-3281
Email: robert.kmetz@ocpw.ocgov.com

cc: OC Public Works/Purchasing
Attn: Nicholas Murray, DPA
601 N. Ross Street
Santa Ana, CA 92701
Phone: 714.667.1659
Email: nicholas.murray@ocpw.ocgov.com

5. Article 30 shall be added to read in its entirety:

30. **Aggregate Contract:** This is an Aggregate Contract with *West Coast Arborists, Inc., BrightView Tree Care Services, Inc., and Great Scott Tree Service, Inc.*

6. Attachment B., Section II, Item C shall be amended to read in its entirety as follows:


C. TOTAL AGGREGATE CONTRACT AMOUNT NOT TO EXCEED: \$1,615,000.00/yr


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

County of Orange, OC Public Works
West Coast Arborists, Inc.

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

WEST COAST ARBORISTS, INC.

By: 
Print Name: Patrick Mahoney
Title: President
Corporate Officer
Date: 2/17/2021


By: 
Print Name: Richard Mahoney
Title: Secretary
Corporate Officer
Date: 2/22/2021

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 
Deputy
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Print Name
Date 2/22/2021

* 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.