AMENDMENT #1 TO MA-012-22011314 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 Patriot Environmental Services, Inc., a California corporation with a place of business at 1250 E 23rd St, Signal Hill, CA 90755 ("Contractor"), with County and Contractor sometimes individually referred to as "Party" or collectively referred to as "Parties."

RECITALS

WHEREAS, County and Contractor entered into Subordinate Contract MA-012-22011314 for On-Call Environmental Clean-Up Services, effective March 27, 2022 through March 26, 2025, in the amount of \$200,000.00/Per Year "Contract"; and

WHEREAS, County now desires to increase Contract to an aggregate not to exceed amount of \$500,000.00/Per Year, and to revise Contract Articles, Section 3, Aggregate Contract, Section 4, Notices, and Section 2(A) of Attachment A (Payment/Compensation); and

NOW THEREFORE, the Parties agree as follows:

AMENDMENT TO CONTRACT ARTICLES

- 1. Article 3 "Aggregate Contract" shall be amended and replaced in its entirety with the following:
 - A. Aggregate Contract: This is an Aggregate Contract with Hunter Consulting, Inc. dba HCI Environmental & Engineering Service, and Patriot Environmental Services, Inc. with Aggregate Contract Amount not to exceed Five Hundred Thousand Dollars Per Year (\$500,000.00/Per Year)
- 2. Article 4 "Notices" shall be amended and replaced in its entirety with the following:
 - 4. 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 inperson 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: Patriot Environmental Services, Inc. Attn: Josh Teves 1250 E 23rd St Signal Hill, CA 90755 Phone: 925-334-1282 Email: jteves@patriotenvironmental.com

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- County: Orange County Community Resources/OC Parks Irvine Ranch Historical Attn: James Wootten 13042 Old Myford Rd Irvine, CA 92602-2304 Phone: 714-973-6830 Email: james.wootten@ocparks.com
- County: Orange County Community Resources OCCR Facilities Management Attn: Brian Patrick 1501 E Saint Andrew Pl Santa Ana, CA 92705 Phone: 714-514-4246 Email: brian.patrick@occr.ocgov.com
- Assigned DPA: County of Orange Orange County Community Resources/OC Parks Attn: Kevyn Cobos 601 N Ross St, 6th Floor Santa Ana, CA 92701 Phone: 949-252-6443 Email: <u>Kevyn.Cobos@occr.ocgov.com</u>
- 3. Section 2(A) of "Attachment A (Payment/Compensation)" to the Subordinate Agreement No MA-012-22011314 shall be amended and replaced in its entirety with the following:
 - A. Annual Aggregate Contract Amount Shall Not Exceed: \$500,000.00.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

Patriot Environmental Services, Inc.

* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

The first corporate officer signature must be one of the following 1) the Chairman of the Board 2) the President 3) any Vice President.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

David Chameli	Vice President
Print Name DocuSigned by:	Title
David Chameli	3/17/2023
Signature	Date

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer: d) Assistant Treasurer.

JOSH TEVES	Secretary
Print Name.	Title
Signature	3/16/2023
	Date

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

Print Name

Title

Signature

Date

APPROVED AS TO FORM, OFFICE OF THE COUNTY COUNSEL ORANGE COUNTY, CALIFORNIA

Mark A. Batarse	Senior Deputy County Counsel
Print Name DocuSigned by:	Title
Mark A. Batarse	3/20/2023
Signature	Date

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