

County of Orange, OC Public Works
Habitat Restoration Sciences, Inc.

AMENDMENT NO. 2
TO
CONTRACT MA-080-18012021
FOR
HERBICIDE APPLICATION 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"), the Orange County Flood Control District, a body corporate and politic ("District") and Habitat Restoration Sciences, Inc., with a place of business at 1217 Distribution Way, Vista, CA 92081 ("Contractor") with County, District and Contractor sometimes individually referred to as "Party" or collectively referred to as "Parties."

RECITALS

WHEREAS, County, District and Contractor entered into Contract MA-080-18012021 for Herbicide Application Services under a firm fixed rate usage Contract, effective October 1, 2018 through September 30, 2021, in the Aggregate Not-to-Exceed Amount of \$1,830,000 ("Contract"); and,

WHEREAS, the Parties executed Contract Amendment No. 1 to renew the Contract for a period of one year, effective October 1, 2021 through September 30, 2022, in an Aggregate Contract Amount of \$610,000, update Article Q. Change of Ownership, delete Article 13. County of Orange Child Support Enforcement, update Article 22. Notices, amend Attachment B, Section 8, Payment - Invoice Instruction; and,

WHEREAS, the Parties now desire to renew the Contract for one (1) year, effective October 1, 2022 through September 30, 2023, with a new Aggregate Not-to-Exceed Amount of \$500,000; and,

NOW THEREFORE, the Parties agree as follows:

AMENDMENT TO CONTRACT ARTICLES

1. Article 2 shall be amended to include the following:

Contract shall be renewed for one (1) year from October 1, 2022, to September 30, 2023, unless otherwise terminated as provided herein.

2. Attachment B, Section 2, Item B shall be amended to read in its entirety as follows:

B. Pricing: Herbicide Application Services

Line Item	Description	Unit	Unit Cost
1	Pre-Emergent Solution #1	Acre	\$153.84
2	Pre-Emergent Solution #2	Acre	\$179.73
3	Pre-Emergent Solution #3 - Selective	Acre	\$115.20
4	Post-Emergent Solution #1 - Selective	Acre	\$109.61
5	Post-Emergent Solution #2 – Non-Selective Systemic	Acre	\$83.61
6	Post-Emergent Solution #3 – Non-Selective Contact	Acre	\$84.02

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Line Item	Description	Unit	Unit Cost
7	Post-Emergent Solution #4 – Selective Systemic	Acre	\$79.81
8	Post-Emergent Solution #5 – Perennial Systemic	Acre	\$131.89
9	Post-Emergent Solution #6 – Perennial Concentrated	Quart	\$88.55
10	Pest Control Advisor (Additional Consultation as needed)	Hour	\$101.20

3. Attachment B, Section 2, Item C shall be amended to include the following:

LAST RENEWAL TERM AGGREGATE CONTRACT AMOUNT NOT TO EXCEED\$500,000

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

*County of Orange, OC Public Works
Habitat Restoration Sciences, Inc.*

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

HABITAT RESTORATION SCIENCES, INC.*

<i>Robert Kyle Matthews</i>	Robert Kyle Matthews	Vice President	5/25/2022
Signature	Name	Title	Date

<i>Cindy Thompson</i>	Cindy Thompson	Secretary	5/25/2022
Signature	Name	Title	Date

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

COUNTY AUTHORIZED SIGNATURE:

		Deputy Purchasing Agent	
Signature	Name	Title	Date

ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic

ORANGE COUNTY FLOOD CONTROL DISTRICT AUTHORIZED SIGNATURE:

Signature	Name	Title	Date
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APPROVED AS TO FORM:

County Counsel

By William Ninh
Deputy

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Print Name
Date 5/25/2022

* 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.