

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

MA-080-18012021

**AMENDMENT NO. 1
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 County Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for Herbicide Application Services with the Contractor; and,

WHEREAS, the Parties now desire to renew the Contract for one (1) additional year, effective October 1, 2021 through September 30, 2022, with a new Annual Aggregate Contract Amount of \$610,000; and,

WHEREAS, the Parties now desire to update Article Q. Change of Ownership; and,

WHEREAS, the Parties now desire to delete Article 13. County of Orange Child Support Enforcement and update the Article 22. Notice, and change Attachment B, Section 8, Payment - Invoice Instruction; 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, 2021 to September 30, 2022, unless otherwise terminated as provided herein.

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

Between October 1, 2021 to September 30, 2022, Contract Not to Exceed.....\$610,000

Beginning October 1, 2021, Total Contract Not to Exceed.....\$2,440,000

3. Article Q shall be amended and read in its entirety as follows:

Q. 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.

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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 13 shall be removed and reserved.

13. **Reserved**

5. Article 22 shall be amended and read in its entirety as follows:

22. **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.

Contractor: Habitat Restoration Sciences, Inc.
Attn: Robert "Bob" Mackie
1217 Distribution Way
Vista, CA 92081
Phone: 760-479-4210
Email: rmackie@hrs.dudek.com

County's Project Manager: OC Public Works/OC Environmental Resources
Attn: Brian Glenn
2301 N. Glassell Street
Orange, CA 92865
Phone: 714-955-0204
Email: Brian.Glenn@ocpw.ocgov.com

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cc: OC Public Works/Procurement Services
Attn: Richard Nguyen, DPA
1143 E. Fruit St.
Santa Ana, CA 92701
Phone: 714-667-9633
Email: Richard.Nguyen@ocpw.ocgov.com

6. Attachment B, Section 8, shall be amended to update contact for invoices and support documentation as follows:

Invoices and support documentation are to be forwarded to:

OC Public Works/OC Environmental Resources
Attn: Brian Glenn
2301 N Glassell Street
Orange, CA 92865-2703

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

