

County of Orange, OC Public Works
The Code Group, Inc.

MA-080-18010951

**AMENDMENT NO. 1
FOR
ON-CALL CODE ENFORCEMENT 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 The Code Group, Inc., with a place of business at 1845 West Oranewood Avenue, Suite 210, Orange, CA 92868 (“Contractor”), with County and Contractor sometimes individually referred to as “Party” or collectively referred to as “Parties.”

RECITALS

WHEREAS, County and Contractor entered into Contract MA-080-18010951 for On-Call Code Enforcement Services, effective March 15, 2018 through March 14, 2021, with a Total Aggregate Contract Amount Not to Exceed \$900,000 (“Contract”); and,

WHEREAS, the Parties now desire to renew the Contract for one (1) year, effective March 15, 2021 through March 14, 2022, with a new Total Aggregate Contract Amount Not to Exceed \$300,000; and,

WHEREAS, the Parties now desire to amend Article Q to reflect changes to County standard language; and,

WHEREAS, the Parties now desire to remove Article 14; and,

WHEREAS, the Parties now desire to amend Article 23 to update the Contract’s Notices provision;
and,

NOW THEREFORE, the Parties agree as follows:

AMENDMENT TO CONTRACT ARTICLES

1. Article 2 of the Contract shall be amended to read in its entirety as follows:
 2. **Aggregate Contract:** This is an Aggregate Contract with HR Green Pacific, Inc., The Code Group, Inc., and Willdan Engineering with a Total Aggregate Contract Amount Not to Exceed \$300,000.
2. Article 3 of the Contract shall be amended to read in its entirety as follows:
 3. **Term:** Contract shall be effective March 15, 2021 and shall continue for one (1) year from that date, unless otherwise terminated as provided herein. This Contract may be renewed upon expiration of the initial term, for one (1) additional year, upon mutual agreement of both parties. The County is not obligated to give a reason or notice if it elects not to renew. Renewal amendments may require County Board of Supervisors approval.
3. Article Q of the Contract shall be amended to 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, 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

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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. 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 of 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, or conflict of interest, 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 14 of the Contract shall be removed and reserved as follows:

14. **Reserved**

5. Article 23 of the Contract 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 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: The Code Group, Inc.
Attn: Tom VanDorpe
1845 West Oranewood Avenue, Suite 210
Orange, CA 92868
Phone: 714-363-4700 ext. 150
Email: tom.vandorpe@vcastructural.com

County's Project Manager: OC Public Works/OC Development Services
Building & Safety
Attn: Terry Cox
601 N. Ross Street
Santa Ana, CA 92701

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Phone: 714-667-8837

Email: terry.cox@ocpw.ocgov.com

cc: OC Public Works/Procurement Services
Attn: Carlos Corona, County DPA
601 N. Ross Street
Santa Ana, CA 92701
Phone: 714-667-9694
Email: carlos.corona@ocpw.ocgov.com

6. All other terms and conditions of the Contract shall remain unchanged and with full force and effect.

Signature Page Follows

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

THE CODE GROUP, INC.*

By: Tom VanDorpe
Print Name: Tom vanDorpe
Title: President
Corporate Officer
Date: 11/12/2020

By: Mike Smith
Print Name: Mike Smith
Title: Chief Financial Officer
Corporate Officer
Date: 11/10/2020

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: Mark Sanchez
Deputy
Date: 11/12/2020

* 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.