

County of Orange, OC Community Resources
Webco LB, LLC.

MA-012-22011379

**AMENDMENT NO. 4
FOR
COUNTY REGIONAL TRAILS STREET SWEEPING 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 Webco LB, LLC., with a place of business at 12305 Woodruff Ave, Downey, CA 90241-5609 (“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-012-22011379 for County Regional Trails Street Sweeping Services, effective May 5, 2022 through May 4, 2023, in the Not to Exceed Amount of \$170,000.00 annually, (“Contract”); and,

WHEREAS, County and Contractor executed Amendment One to amend Attachment A, Scope of Work, Attachment B, Payment and Compensation, and Attachment C, Pricing, and increase the Contract effective August 25, 2022 through May 4, 2023, with a new Not to Exceed Amount of \$200,000.00 annually; and,

WHEREAS, County and Contractor executed Amendment Two to increase the Contract Not to Exceed amount effective December 13, 2022 through May 4, 2023 and to renew Contract for one additional year effective May 4, 2023 through May 4, 2024, with a new Not to Exceed Amount of \$320,000.00 annually; and,

WHEREAS, County and Contractor executed Amendment Three to decrease Contract, amend Attachment A, Scope of Work, Attachment B, Payment and Compensation, and Attachment C, Pricing, effective March 1, 2023 through May 4, 2024, with a new Not to Exceed Annual Amount of \$294,080.00; and,

WHEREAS, the Parties now desire to amend and renew the Contract for three (3) years effective May 5, 2024 through May 4, 2027 with a new Total Contract Not to Exceed Amount of \$960,000.00; and,

NOW THEREFORE, the Parties agree as follows:

AMENDMENT TO CONTRACT ARTICLES

1. Article II, subdivision 2, of the Contract shall be amended to read in its entirety as follows:

Term of Contract: This Contract shall commence on May 5, 2022 through May 4, 2023 and upon execution of all necessary signatures, whichever occurs later, unless otherwise terminated by County. Contract shall be renewed for three (3) years effective May 5, 2024 through May 4, 2027, unless otherwise terminated as provided herein.

2. Article II, subdivision 3, shall be amended in its entirety as follows:

3. Intentionally left blank.

3. Article II, subdivision 15, shall be amended to read in its entirety as follows:

15. Cooperative Contract: This Contract is a cooperative contract and may be utilized by all County of Orange departments.

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The provisions and pricing of this Contract may be extended to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization. Governmental entities wishing to use this contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The County of Orange makes no guarantee of usage by other users of this Contract.

A 2 percent rebate on Eligible Revenues will be paid to the County for any contracts the Contractor agrees to enter with other entities under the provisions and pricing of this Contract. The Contractor shall provide quarterly Volume Sales Reports to the County about additional sales to other entities under the provisions and pricing of this Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price, and shall include all transactions pertaining to sales under the Contract provisions and pricing for that Reporting Period. Contractor shall provide the Volume Sales Reports regardless of whether any sales have been conducted. Failure of the Contractor to provide quarterly reports as required, may be deemed breach of the contract. A late penalty of 15 percent on the value of the rebate may be assessed to the Contractor for each month the payments are not received.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract up to a maximum of one year; however, in no case shall a subordinate contract exceed five (5) years in duration.

4. Amend Attachment B, Payment and Compensation, Section II, Total Annual Not to Exceed Amount as follows:

TOTAL ANNUAL NOT TO EXCEED AMOUNT OF: \$320,000.00

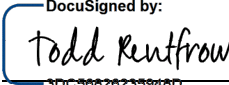
5. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

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

WEBCO LB, LLC*

By: 
Print Name: Todd Rentfrow
Title: Owner
Date: 1/3/2024

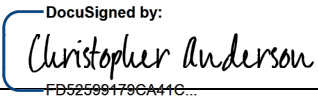
By: _____
Print Name: _____
Title: _____
Date: _____

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: 
Date: 1/4/2024

* 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.