

**AMENDMENT NO. 1
FOR
CHANNEL CLEANING 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”), Orange County Flood Control District, a body corporate and politic, (“District”), and Natures Image, Inc., with a place of business at 20361 Hermana Circle, Lake Forest, CA 92630 (“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-080-21011342 for Channel Cleaning Services, effective June 10, 2021 through June 9, 2024, in the Total Contract Not-to-Exceed Aggregate Amount of \$3,000,000.00, (“Contract”); and,

WHEREAS, the Parties now desire to include the Orange County Flood Control District as a party to this Contract; and,

WHEREAS, the Parties now desire renew the Contract for one (1) additional year effective June 10, 2024 through June 9, 2025, with a Total Contract Not-to-Exceed Amount of \$1,000,000.00; and

WHEREAS, the Parties now desire to amend Attachment B – Payment/Compensation to update pricing; and

NOW THEREFORE, the Parties agree as follows:

AMENDMENT TO CONTRACT ARTICLES

1. The preamble of Contract MA-080-21011342 for Channel Cleaning Services shall be amended to include Orange County Flood Control District, a body corporate and politic, (“District”) as a Party and shall read in its entirety as follows:

THIS Contract MA-080-21011342 for Channel Cleaning Services (“Contract”) 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”) Orange County Flood Control District, a body corporate and politic, (“District”), and Natures Image, Inc., with a place of business at 20361 Hermana Circle, Lake Forest, CA 92630 (“Contractor”), with County, District, and Contractor sometimes referred to as “Party” or collectively as “Parties.”

2. The Recitals shall be amended to include the following:

WHEREAS, the District relies on County staff to carry out its duties pursuant to the Orange County Flood Control District Act, Water Code App. §§ 36-1 et seq., and County staff may request Contractor to perform services under this Contract on behalf of District; and

3. Article 2 of the Contract shall be amended to include the following:

Contract shall be renewed for one (1) year from June 10, 2024 through June 9, 2025, unless otherwise terminated by the County

*County of Orange, OC Public Works
Natures Image, Inc.*

MA-080-21011342

4. Article 4 of the Contract shall be amended to include the following:

The first renewal term for the Aggregate Contract with J. Orozco Enterprises Inc. DBA Orozco Landscape and Tree company and Natures Image Inc. shall have a Total Aggregate Contract Amount not to exceed \$1,000,000.00.

5. Attachment B, Section II shall be amended to read as follows:

II. FEES AND CHARGES: County and District will pay the following prices in accordance with the provisions of this contract.

A. Pricing:

Line	Description	Unit	Unit Cost
1	Channel Cleaning (right-of-way to right-of-way) Shall include: Removal of trash, debris, obstructions, and silt from the channel invert; trimming and clearing vegetation along vehicular and pedestrian access roads; and the removal of vegetation from channel slopes, inverts, expansion joints, weep holes and side inlets.	LF	\$1.31
2	Routine Trash and Debris Removal	Hour (Per Crew)	\$449.00
3	Disposal Fees for Routine Trash and Debris Removal Only	Ton	\$91.00

B. Total Aggregate Contract Amount Not To Exceed: \$3,000,000.00
First Renewal Term Total Aggregate Contract Amount Not to Exceed:... \$1,000,000.00

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

