

**AMENDMENT NO. 1
FOR
FUEL MODIFICATION, MOWING/DISCING, FIRE HAZARD
AND WEED ABATEMENT
WITH
NATURES IMAGE, INC.**

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 Natures Image, Inc., (“Contractor”), with County, and Contractor sometimes referred to as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, County and Contractor entered into Contract Number MA-080-23011102 for Fuel Modification, Mowing/Discing, Fire Hazard And Weed Abatement, effective July 1, 2023, through June 30, 2026, in the Not-to-Exceed Amount of \$2,310,000, (“Contract”); and,

WHEREAS, the Parties now desire to renew and increase the Contract for \$2,140,000.00, effective July 1, 2026, through June 30, 2028, with a new Not-to-Exceed Amount of \$4,450,000; and,

WHEREAS, the Parties now desire to revise Attachment B to increase rates and,

NOW, THEREFORE, the Parties mutually agree as follows:

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

Contract shall be renewed for two (2) years from July 1, 2026 through June 30, 2028, unless otherwise terminated as provided herein.

2. Article 4 shall be amended to read as follows:

Aggregate Contract: This is an Aggregate Contract with Landscape West Management Services, Inc. and Natures Image, Inc. with an Aggregate Contract Amount not to exceed \$2,310,000 for the initial term.

For renewal term starting July 1, 2026, the Total Aggregate Contract Amount shall not exceed \$2,140,000.

3. Attachment B shall be removed and replaced with Attachment B as attached hereto.
4. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date following their respective signatures.

NATURES IMAGE, INC.

Signed by:	<i>Michelle Caurana</i>	Michelle Caurana	President	1/30/2026 8:39 AM PST
Signature		Name	Title	Date

Signed by:	<i>Michelle Caurana</i>	Michelle Caurana	Secretary	1/30/2026 8:39 AM PST
Signature		Name	Title	Date

COUNTY OF ORANGE
a political subdivision of the State of California
ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic

By _____

Print Name _____

Title Deputy Purchasing Agent

Date _____

* 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.

APPROVED AS TO FORM:

County Counsel

By Signed by: *William Mink*

C88031248AC049C... Deputy

Date 1/30/2026 | 8:55 AM PST

**ATTACHMENT B
PAYMENT/COMPENSATION**

1. **Compensation:** This is a firm-fixed fee/usage Contract between the County, District and Contractor for Fuel Modification, Mowing/Discing, Fire Hazard and Weed Abatement as set forth in Attachment A, “Scope of Work.”

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **Neither County nor District shall have no obligation to pay any sum in excess of the Fixed Prices and Total Contract Amount specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

2. **Fees and Charges:** County and District will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

- A. Pricing shall be per Square Foot (S.F.), per Acre, per Ton, per Linear Foot (L.F.), or per Hour, as indicated for each line item:

Line Item	Description	Unit	Unit Cost
1.	Weed Abatement Removal of all weeds, grasses and rubbish	S.F.	\$0.10
2.	Weed Abatement Non-Removal of weeds and grasses	S.F.	\$0.07
3.	Fuel Modification	S.F.	\$0.17
4.	Mowing Vegetation	ACRE	\$315.00
5.	Discing	ACRE	\$393.75
6.	Debris Removal	TONS	\$183.75
7.	Drainage System Maintenance	L.F.	\$1.47
8.	Drainage System Erosion Backfilling and Compaction	S.F.	\$1.05
9.	Straw Waddle Installation	L.F.	\$7.35

10.	Sand Bag Installation	EACH	\$6.83
11.	Herbicide Application Contact w/ Pre-emergent)	S.F.	\$0.06
12.	Herbicide Application Contact	S.F.	\$0.05
13.	Routine Trash/Litter/Debris Removal 150,000 square feet area twice a month.	HOUR	\$135.45

B. AGGREGATE 3 YEAR CONTRACT AMOUNT NOT TO EXCEED: \$ 2,310,000.00
FOR RENEWAL TERM STARTING JULY 1, 2026, TOTAL AGGREGATE CONTRACT AMOUNT NOT TO EXCEED : \$ 2,140,000.00

3. **Price Increase/Decreases:** No price increases will be permitted during the first term of the Contract. The County and District require documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 180-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County and District. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor’s profit will not be allowed.
4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
5. **Contractor’s Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
6. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County or District for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County or District shall not preclude the right of the County or District from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

7. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor’s letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
 - A. Contractor’s name and address
 - B. Contractor’s remittance address, if different from “A” above
 - C. Contractor’s Taxpayer ID Number
 - D. Name of County Agency/Department
 - E. Delivery/Service address
 - F. Master Agreement MA-080-23011102
 - G. Agency/Department’s Account Number
 - H. Date of invoice
 - I. Product/Service Fuel Modification, Mowing/Discing, Fire Hazard and Weed Abatement, quantity, and prices
 - J. Sales tax, if applicable
 - K. Freight/Delivery charges, if applicable
 - L. Total

Invoices and support documentation are to be forwarded to:

OC Public Works/Procurement Services
 Attn: Accounts Payable
 PO Box 4048
 Santa Ana, CA 92702-4048
 Email: accountspayable@ocpw.ocgov.com

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.