

**FIRST AMENDMENT  
TO  
MAINTENANCE SERVICES AGREEMENT  
[Maintenance Services for Eisenhower Park Lake & Stream]**

**THIS FIRST AMENDMENT TO MAINTENANCE SERVICES AGREEMENT** (the “First Amendment”) is made and entered into as of \_\_\_\_\_, 2025 (“Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and BIO AQUATICS LAKE MANAGEMENT LLC, a California limited liability company (“Contractor”), with reference to the following.

A. City and Contractor entered into an Agreement (Agreement No.7745) dated as of June 25, 2024 which is incorporated herein by this reference (the “Original Agreement”); and

B. City and Contractor desire to modify, amend and supplement certain portions of the Original Agreement by extending an additional one year of the initial term of the original agreement and to increase the compensation for provision of an increased quantity of services.

**NOW, THEREFORE**, the parties hereby agree as follows:

Section 1.     **Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

Section 2.     **Cross-References.** City and Contractor agree that all references in this First Amendment are deemed and construed to refer to the Original Agreement, as implemented by this First Amendment.

Section 3.     **Revised Scope of Services.** The scope of services referenced in Exhibit A of the Original Agreement, is hereby amended, modified and supplemented to allow for contractor’s provision of an additional year of services per the “Optional Extension Term” at the annual rate established in Exhibit B.

Section 4.     **Compensation.** The total not-to-exceed compensation for the services to be rendered as set forth in Section 2.a of the Original Agreement is increased by THIRTY-SIX THOUSAND FOUR HUNDRED DOLLARS and 00/100 (\$36,400.00). Section 2.b of the Original Agreement is increased by THREE THOUSAND SIX HUNDRED FORTY and 00/100 (\$3,640.00) for additional contingencies.

Sections 2.c is hereby amended in its entirety to read as follows:

c. “The total amount of compensation under this Agreement, including contingencies, shall not exceed SEVENTY-EIGHT THOUSAND ONE HUNDRED FIFTY-FIVE DOLLARS and 00/100 (\$78,155.00).”

Section 5.     **Term.** Pursuant to Section 10 of the Original Agreement, the City hereby extends the Term of this Agreement to reflect the Extension Term, commencing on July 1, 2025 and terminating on June 30, 2026.

Section 6.     **Integration.** This First Amendment amends, as set forth herein, the Original Agreement and, except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this First Amendment shall control and govern the rights and obligations of the parties.

*[Remainder of page intentionally left blank; signatures on next page]*

IN WITNESS of this First Amendment, the parties enter into this First Amendment on the year and day first above written.

"CONTRACTOR"

"CITY"

BIO AQUATICS LAKE MANAGEMENT, LLC  
a California limited liability company

CITY OF ORANGE, a municipal corporation

\*By:   
Printed Name: Emilio Sanchez  
Title: CEO/ Owner

By: \_\_\_\_\_  
Daniel R. Slater, Mayor

\*By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nathalie Adourian  
Senior Assistant City Attorney

**\*NOTE:**  
-- *If CONTRACTOR is a corporation, the City requires the following signature(s): (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR*  
-- *The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.*

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**EXHIBIT “B”**

[Behind this page.]

Compensation for Bio Aquatics Lake Management, LLC

Maintenance Services for Eisenhower Park Lake & Stream (RFB 23-24.27)

One - Year Term with Extension Option  
July 1, 2024 through June 30, 2025

	Base Bid	Contingency	Total
Year 1: 7/1/2024 through 6/30/2025	\$ 34,650.00	\$ 3,465.00	\$ 38,115.00
Total Compensation		Not to Exceed \$38,115.00	
Optional Extension Term: 7/1/25 through 6/30/26	\$ 36,400.00	\$ 3,640.00	\$ 40,040.00
		Extension Not to Exceed \$40,040.00	