

**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
[SCADA System Technical Support Services]**

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the “Second Amendment”) is made and entered into as of _____, 2025, by and between the CITY OF ORANGE, a municipal corporation (“City”), and TESCO CONTROLS, LLC, a Delaware limited liability company (“Contractor”), with reference to the following:

A. City and Contractor entered into a Professional Services Agreement (Agreement No. 7771) dated November 12, 2024, which is incorporated herein by this reference (the “Original Agreement”); and

B. City and Contractor amended the Original Agreement to revise the Scope of Services and increase the compensation by a First Amendment to Professional Services Agreement (Agreement No. 7771.1) dated March 6, 2025, which is incorporated herein by this reference (the “First Amendment”); and

C. City and Contractor desire to further amend the Original Agreement to modify, amend and supplement certain portions of the Original Agreement to revise the Scope of Services and increase the compensation.

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 Second Amendment are deemed and construed to refer to the Original Agreement, as implemented by this Second Amendment.

Section 3 **Revised Scope of Services.** The Scope of Services, Section 1, Exhibit A of the Original Agreement, is hereby amended, modified and supplemented to include the services described on Exhibit A attached hereto and incorporated herein by this reference.

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 FOURTEEN THOUSAND SIX HUNDRED FIFTY DOLLARS and 00/100 (\$14,650.00) and Section 2.a is hereby amended in its entirety to read as follows:

“Contractor's total compensation for all services performed under this Agreement, shall not exceed SEVENTY-FOUR THOUSAND SIX HUNDRED FIFTY DOLLARS and 00/100 (\$74,650.00) without the prior written authorization of City.”

Section 5. **Integration.** This Second 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 Second Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this Second Amendment shall control and govern the rights and obligations of the parties.


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

“CONTRACTOR”

“CITY”

TESCO CONTROLS, LLC, a Delaware
limited liability company

CITY OF ORANGE, a municipal corporation

*By: 
Printed Name: _____
Title: _____

By: _____
Daniel R. Slater, City Mayor

*By: _____
Printed Name: _____
Title: _____

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian, 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 “A”

SUPPLEMENTAL SCOPE OF SERVICES

[Behind this page.]

Invoice

TESCO CONTROLS, LLC
8440 Florin Road
Sacramento, CA 95828
(916) 395-8800
AR@tescocontrols.com

Invoice Number: 0086533-IN
Invoice Date: 9/5/2025
Customer Number: ORAN/CI
Job Number: 49357X3
Order Date: 11/13/2023
Salesperson: JW

Sold To:
CITY OF ORANGE
P.O. BOX 449
ORANGE, CA 92866

Ship To:
CITY OF ORANGE
ORANGE, CA 92867

49357X3/WANDA COLLINS INTERCON

FRANK SORIANO/714-448-4798

Customer P.O.	Ship VIA	Ship Date	Terms			
WRITTEN			NET 30 DAYS			
Item Number	Unit	Ordered	Shipped	Back Ordered	Price	Amount
TESCO QUOTE #23J155Q02 CITY OF ORANGE WANDA COLLINS INTERCONNECT (RTU PANEL UPGRADES & SCADA INTEGRATION)						
50CP	EACH	1.00	1.00	0.00	14,650.00	14,650.00
PROGRESS BILLING NO. 03 PER ATTACHED PAY ESTIMATE NO. 03						

Remittance Details

ACH: Tesco Controls, LLC Check: Tesco Controls, LLC
Account 796152905 PO Box 103214
#: 322271627 Pasadena, CA
Routing #: JPMorgan Chase 91189-3214

Net Invoice: 14,650.00
Less Discount: 0.00
Freight: 0.00
Sales Tax: 0.00
Invoice Total: 14,650.00

THANK YOU