

**SECOND AMENDMENT
TO
CONTRACT**

**[Sewer Line Cleaning, Video Inspection, and Emergency Response
Services Project (Bid No. 21-22-33; (S-246)]**

THIS SECOND AMENDMENT TO CONTRACT (the “Second Amendment”) is made and entered into as of _____, 2025, by and between the CITY OF ORANGE, a municipal corporation (“City”), and TUNNELWORKS SERVICES INC., a California corporation (“Contractor”), with reference to the following.

A. City and Contractor entered into a Contract (Agreement No. 7380) dated as of June 14, 2022, which is incorporated herein by this reference (the “Original Contract”); and

B. City and Contractor amended the Original Contract to revise the Scope of Services and increase the compensation by a First Amendment to Contract (Agreement No. 7380.1) dated June 29, 2023, which is incorporated herein by this reference (the “First Amendment”); and

C. City and Contractor desire to further amend the Original Contract to modify, amend and supplement certain portions of the Original Contract to extend the Term 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 Contract.

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

Section 3. **Term.** Pursuant to Article 2 of the Original Contract, the City hereby extends the Term of this Contract to reflect the First Extension Term, commencing on July 1, 2025, and terminating on June 30, 2026.

Section 4. **Compensation.** Article 3 of the Original Contract is hereby amended to increase the total not-to-exceed compensation for the services to be rendered by THREE HUNDRED TWENTY-EIGHT THOUSAND SEVEN HUNDRED THIRTY DOLLARS and 00/100 (\$328,730.00) and Sections 3.a, 3.b, and 3.c are hereby amended in their entirety to read as follows:

a. Contractor agrees to receive and accept an amount not to exceed THREE HUNDRED TWENTY-EIGHT THOUSAND SEVEN HUNDRED THIRTY DOLLARS (\$328,730.00) as compensation for furnishing all materials and doing all the Work contemplated and embraced in this Contract. Said compensation covers (1) all loss or damage arising out of the nature of the Work, from the acts of the elements; (2) any unforeseen difficulties or

obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by City, other than as provided below; (3) all risks of every description connected with the Work; (4) all expenses incurred by or in consequence of the suspension or discontinuance of the Work; and (5) well and faithfully completing the Work, and for the whole thereof, in the manner and according to the Plans and Specifications, and requirements of the Authorized City Representative under them. Retention amounts shall be withheld from progress payments as required by law unless Contractor provides securities in lieu of retention.”

b. In addition to the scheduled Work to be performed by the Contractor, the parties recognize that additional, unforeseen work and services may be required by the Authorized City Representative. In anticipation of such contingencies, the sum of FORTY-NINE THOUSAND THREE HUNDRED NINE DOLLARS and 00/100 (\$49,309.00) has been added to the total compensation of this Contract. The Authorized City Representative may approve the additional work and the actual costs incurred by the Contractor in performance of additional work or services in accordance with such amount as the Authorized City Representative and the Contractor may agree upon in advance. Said additional work or services and the amount of compensation therefor, up to the amount of the authorized contingency, shall be memorialized in the form of a Contract Amendment approved by the City Manager on a form acceptable to the City Attorney. The Contractor agrees to perform only that work or those services that are specifically requested by the Authorized City Representative. Any and all additional work and services performed under this Contract shall be completed in such sequence as to assure their completion as expeditiously as is consistent with professional skill and care in accordance with a cost estimate or proposal submitted to and approved by the Authorized City Representative prior to the commencement of such Work or services.

c. The total amount of compensation under this Contract, including contingencies, shall not exceed THREE HUNDRED SEVENTY-EIGHT THOUSAND THIRTY-NINE DOLLARS and 00/100 (\$378,039.00).

Section 5. **Integration.** This Second Amendment amends, as set forth herein, the Original Contract and, except as specifically amended hereby, the Original Contract 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 Contract, the terms and provisions of this Second 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 Contract, the parties enter into this Contract on the year and day first above written.

"CONTRACTOR"

"CITY"

TUNNELWORKS SERVICES, INC.,
a California corporation

CITY OF ORANGE, a municipal corporation

*By: _____

Printed Name: _____

Title: _____

Jeffrey Rubio
Jeffrey Rubio
Vice President

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.