

SECOND AMENDMENT

TO

CONTRACT

[Chapman Avenue at Tustin Street Right Turn Lane Improvements
(Bid No. 189-34, SP-3932)]

THIS SECOND AMENDMENT TO CONTRACT (the “Second Amendment”) is made and entered into as of _____, 2021, by and between the CITY OF ORANGE, a municipal corporation (“City”), and ALFARO COMMUNICATIONS CONSTRUCTION, INC, a California corporation (“Contractor”), with reference to the following:

A. City and Contractor entered into a Contract (Agreement No. 6815) dated July 9, 2019, 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. 6815.1) dated December 18, 2020, 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 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 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 **Revised Scope of Services.** The Contractor’s Proposal as referenced in Article 1 of the Original Contract, is hereby amended, modified and increased in quantity 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 Article 3 of the Original Contract is increased by TWENTY THOUSAND SIX HUNDRED TWENTY-THREE DOLLARS and 80/100 (\$20,623.80) and Article 3 is hereby amended in its entirety to read as follows:

“Contractor's agrees to receive and accept an amount not to exceed FIVE HUNDRED TWENTY-SIX THOUSAND THIRTEEN HUNDRED DOLLARS and 75/100 (\$526,013.75) as full 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; (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; (5) and 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.”

Section 5. **Authority of City Manager.** Pursuant to Section 3.08.520 and 3.08.560 of the Orange Municipal Code, the City Manager is authorized to approve and execute amendments to the Contract to adjust the compensation as provided herein.

Section 6. **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”

ALFARO COMMUNICATIONS
CONSTRUCTION, INC, a California corporation

CITY OF ORANGE, a municipal corporation

*By: _____
Printed Name: _____
Title: _____

By: _____
Mark A. Murphy, Mayor

*By: _____
Printed Name: _____
Title: _____

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Mary E. Binning
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.

EXHIBIT “A”

SCOPE OF SERVICES

[Beneath this sheet.]