

**SECOND AMENDMENT  
TO  
CONTRACT  
[Well Maintenance and Repairs (Bid No. 178-40)]**

**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 GENERAL PUMP COMPANY, INC., a California corporation (“Contractor”), with reference to the following.

A. City and Contractor entered into a Contract (Agreement No. 6631) dated July 10, 2018, which is incorporated herein by this reference (the “Original Contract”); and

B. City and Contractor amended the Original Contract to extend the term and increase the compensation by a First Amendment to Contract (Agreement No. 6631.1) dated June 29, 2021, 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 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. Compensation.** The total not-to-exceed compensation for the services to be rendered as set forth in Article III of the Original Contract, as amended, is increased by TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$250,000.00) and Article III is hereby amended in its entirety to read as follows:

“a. Contractor agrees to receive and accept an amount not to exceed ONE MILLION EIGHT HUNDRED NINETY-EIGHT THOUSAND SIX HUNDRED FORTY-THREE DOLLARS and 20/100 (\$1,898,643.20), without prior written authorization of the City, which shall be payable to the Contractor as authorized work is completed during the First Extension Term of the Contract. Payment shall be made for the performance of the services described in Attachment No. 1, as assigned by the Authorized City Representative, based on the unit prices during the immediately preceding Term. As authorized and scheduled work is completed during the First Extension Term of the Contract, the Contractor shall submit to the City an invoice for the work completed for the preceding calendar month. Payment shall be due within thirty (30) days

after review and approval of each invoice by the City. The Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.”

Section 4.     **Integration.** This Second Amendment amends, as set forth herein, the Original Contract as amended by the First Amendment and, except as specifically amended hereby, the Original Contract as amended 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.

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

**“CONTRACTOR”**

GENERAL PUMP COMPANY, INC.,  
a California corporation

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

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

**“CITY”**

CITY OF ORANGE, a municipal corporation

By: \_\_\_\_\_  
Mark A. Murphy, Mayor

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.*