

**FIRST AMENDMENT
TO
CONTRACT
[Asphalt Replacement at Various Locations]**

THIS FIRST AMENDMENT TO CONTRACT (the “First Amendment to Contract”) is made and entered into as of _____, 2026 (“Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and G.M. SAGER CONSTRUCTION CO., INC., a California corporation, (“Contractor”), with reference to the following:

A. City and Contractor entered into a Contract (Agreement No. 7939) dated as of April 28, 2026, which is incorporated herein by this reference (the “Original Contract”); and

B. City and Contractor desire to modify, amend and supplement certain portions of the Original Contract by revising the Work Performed and increasing 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 First Amendment are deemed and construed to refer to the Original Contract, as implemented by this First Amendment.

Section 3. **Revised Work Performed.** The Contractor’s Proposal as referenced in Article 1 of the Original Contract, is hereby amended, modified and supplemented to include the services described in Exhibit A attached hereto and incorporated herein by this reference.

Section 4. **Term.** Pursuant to Article 2 of the Original Contract, the City hereby authorizes a legal extension to allow completion of the work, commencing on August 17, 2026, and terminating on September 25, 2026.

Section 5. **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 ONE HUNDRED FORTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS and 00/100 (\$148,500.00) and Sections 3.a 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 ELEVEN THOUSAND EIGHT HUNDRED DOLLARS and 00/100 (\$311,800.00) unless said amount is amended by Contract Change Order approved by the City, 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.”

“c. The total amount of compensation under this Contract, including contingencies, shall not exceed THREE HUNDRED TWENTY-EIGHT THOUSAND ONE HUNDRED THIRTY DOLLARS and 00/100 (\$328,130.00).”

Section 6. **Integration.** This First 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 First. Amendment and the terms and provisions of the Original Contract, 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 Contract, the parties enter into this Contract on the year and day first above written.

"CITY"

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater
Mayor of the City of Orange

CONTRACT, BONDS AND INSURANCE
APPROVED BY:

ATTEST:

Connor Hyland
Senior Assistant City Attorney

Pamela Coleman, City Clerk

"CONTRACTOR"

G.M. SAGER CONSTRUCTION CO., INC.,
a California corporation

*[Note: Signature of Chairman of the
Board, President or Vice President is
required]*

By: Michael Sager
Printed Name: Michael Sager
Title: Vice President

*[Note: Signature of Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer is also required]*

By: Angela Satki
Printed Name: ANGELA SATKI
Title: SECRETARY

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

“CONTRACTOR”

“CITY”

G.M. SAGER CONSTRUCTION CO., INC.,
a California corporation

CITY OF ORANGE, a municipal corporation

*By: _____
Printed Name: _____
Title: _____

By: _____
Daniel R. Slater, Mayor

*By: _____
Printed Name: _____
Title: _____

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Connor Hyland
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.*

√ X

EXHIBIT “A”

WORK PERFORMED

[Beneath this sheet.]

Proposal/Contract

G. M. SAGER CONSTRUCTION CO., INC.

A GENERAL ENGINEERING CONTRACTOR

1380 SOUTH EAST END AVENUE, POMONA CA 91766

(909) 620-9987 ♦ (626) 335-7429 ♦ FAX (909) 620-5288

State Lic. #607796 DIR# 1000010280



No. COO072126R1

PROPOSAL SUBMITTED TO CITY OF ORANGE	CONTACT JONATHAN SMITH	PHONE (714) 288-2486	DATE 07/22/2026
STREET 189 S. WATER ST	JOB NAME ASPHALT PATCHWORK – LIST #2		THOMAS GUIDE
CITY, STATE ZIP ORANGE, CA 92866	JOB LOCATION VARIOUS LOCATIONS, ORANGE, CA		
DATE OF PLANS	FAX #	EMAIL SMITHJ@CITYOFORANGE.ORG	

We propose hereby to furnish material and labor complete in accordance with specifications below for the sum of:

ONE HUNDRED THIRTY-FIVE THOUSAND DOLLARS AND 00/100. \$135,000.00

PAYMENT TO BE AS FOLLOWS: UPON COMPLETION

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.

Authorized Signature _____

Note: This Proposal may be withdrawn by us if not accepted within 60 Days.

We hereby submit specifications and estimates for:

SCOPE OF WORK

1. SAWCUT 1' OUTSIDE OF EXISTING ASPHALT PATCH EACH SIDE.
2. REMOVE EXISTING ASPHALT 1" GREATER THAN EXISTING AND INSTALL (¾") PG64-10 ASPHALT BASE COURSE AND (½") PG64-10 ASPHALT CAP.
3. PROVIDE STRIPING IF NECESSARY.
4. PROVIDE TRAFFIC CONTROL PLANS IF REQUIRED BY THE CITY.
5. PROVIDE PERFORMANCE AND PAYMENT BOND. \$3,500.00

TOTAL: \$135,000.00

Price is per List #2 provided by City of Orange Water Division

Note: Prevailing Wage.

Pricing is valid for 60 days.

Exclusions: Petromat Removal, Steel Plates, Permit Fees, Soil Testing, Inspection Fees, Irrigation Lines, Surveying.

Prices subject to change according to job or special conditions (i.e. unusual traffic conditions, size of job, change in city or county building Code Inspectors requirements, special material, night work.

"NOTICE TO OWNERS"

(section 7018,7019 - Contractors License Law)

Under the Mechanic's Lien Law, any contractor, subcontractor, laborer, material man or other person who helps to improve your property and is not paid for his labor, services or material, has the right to enforce his claim against your property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your contractor in full, if the subcontractor, laborer or supplier remains unpaid.

Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____

Signature _____

CUT #	July 9, 2026	PAGE 1	PRICE
1	1547 W. KATELLA	PATCH SIZE TBD BY INSPECTOR 95' X 29'	\$ 42,000.00
2	4550 E. CHAPMAN	8' X 12' X 8" STRIPING	\$ 4,800.00
3	205 S. PARK ST	6' X 6' X 6"	\$ 2,600.00
4	1698 N. CAMBRIDGE	8' X 8' X 8" (1) PATCH ONLY - RUBBERIZED ASPHALT	\$ 2,800.00
5	1420 E. SOMERTON	4' X 5' X 6"	\$ 2,700.00
6	18926 BERRY TREE LN	6' X 6' X 4"	\$ 2,800.00
7	182 N. WAVERLY	6' X 6' X 4"	\$ 2,800.00
8	7844 E. HORSESHOE TRAIL	5' X 4' X 5"	\$ 2,700.00
9	331 E. PALMDALE	6' X 6' X 5", 5' X 4' X 5"	\$ 4,000.00
10	1609 N. O'DONNELL WAY	6' X 6' X 5"	\$ 2,700.00
11	1341 E. PALM	6' X 21' X 6"	\$ 3,000.00
12	1460 N. TOPAZ	23' X 24'	\$ 5,800.00
13	408 N. CITRUS	9' X 6' X 5"	\$ 2,800.00
14	695 S. FONDREN	10' X 20' X 6"	\$ 6,000.00
15	CULVER AVE & BEDFORD RD	**** BUSY **** 8' X 32' X 6"	\$ 7,800.00
16	460 S. HILL ST	6' X 6' X 4"	\$ 2,800.00
17	_____	_____	_____
18	3646 E. WESTRIDGE	2' X 17' X 6", 9' X 7' X 6", 2' X 9' X 6", 2' X 9' X 6"	\$ 6,000.00
19	1241 W. WALNUT	7' X 22' X 6"	\$ 3,800.00
20	176 N. JETTY	4' X 4' X 6"	\$ 2,500.00

CUT #	July 9, 2026	PAGE 1	PRICE
1	23421 GARFIELD	11' X 8' X 6"	\$ 3,000.00
2	415 E. RIVERBOAT WAY	6' X 6' X 4"	\$ 2,700.00
3	327 S. CAMBRIDGE	**** BUSY **** 6' X 7' X 6" - RUBERIZED ASPHALT	\$ 3,500.00
4	5125 E. AVENIDA PALMAR	**** BUSY **** 6' X 6' X 6"	\$ 3,500.00
5	1541 E. KATELLA	6' X 5' X 6"	\$ 2,700.00
6	326 W. KATELLA	5' X 4' X 6"	\$ 2,700.00
7	1247 E. VISTA DEL PLAYA	6' X 10' X 5"	\$ 3,000.00
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\$ 131,500.00