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AMENDMENT NO. 1 TO MAINTENANCE SERVICES AGREEMENT WITH GENERAL PUMP COMPANY, INC.

This Amendment No. 1 to the Maintenance Services Agreement is made and entered into as of November 9, 2026 ("Effective Date") by and between the City of Upland, a municipal corporation ("City") and General Pump Company, Inc., a California corporation ("Consultant"). City and Consultant are sometimes referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

A. WHEREAS, the City and the Consultant have entered into an agreement, dated April 13, 2026, for the purpose of providing well and booster pump maintenance services (the "Original Agreement").

B. WHEREAS, the Parties now desire to amend the Original Agreement in order to revise the compensation provisions of Section 3.3.1 to replace the annual compensation limitation with a cumulative not-to-exceed amount of Two Million One Hundred Thousand Dollars ($2,100,000) for the initial term ending June 30, 2029**,** in accordance with the compensation provisions of the Original Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in this Amendment No.1 and the Original Agreement, the Parties mutually agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. Compensation. Section 3.3.1 of the Original Agreement is hereby amended in its entirety to read as follows:

> 3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation for all services rendered under this Agreement and all Task Orders issued hereunder shall not exceed Two Million One Hundred Thousand Dollars ($2,100,000) for the initial term of the Agreement ending June 30, 2029. The maximum compensation for services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. Extra Work may be authorized, as described below.

3. Full Force. Except as amended by this Amendment No. 1, all provisions of the Original Agreement, including without limitation the indemnity and insurance

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provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 1.

4. Electronic Transmission. A manually signed copy of this Amendment No. 1 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 1 for all purposes. This Amendment No. 1 may be signed using an electronic signature.

5. Counterparts. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON FOLLOWING PAGE]

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SIGNATURE PAGE FOR
AMENDMENT NO. 1 TO THE MAINTENANCE SERVICES AGREEMENT
WITH GENERAL PUMP COMPANY, INC.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 on the Effective Date first herein above written.

CITY OF UPLAND

APPROVED BY:

DocuSigned by:
Michael Blay
ED26F9DCC3FF4BA...

Michael Blay,
City Manager

ATTESTED BY:

DocuSigned by:
Keri Johnson
F421A0F63BE347A...

Keri Johnson
City Clerk

APPROVED AS TO FORM:

Signed by:
Thomas Rice
0A86303EF9C84...

Best Best & Krieger LLP
City Attorney

CONSULTANT

GENERAL PUMP COMPANY, INC.

Signed by:
Tim Oman
DB7EE8047A0A4FD...

Tim Oman,
President

DocuSigned by:
Peter Brooks
5B4E04771E2E40D...

Peter Brooks,
CEO