



Amendment No. 1

Project Name/No.: Lemon Drive and Imperial Highway Storm Drain Repair SD261001

Contract No.: 25260012

Dept./Contract Rep: Public Works

Approved: 5/5/2026

**CITY of YORBA LINDA
AMENDMENT NO. 1 TO
LEMON DRIVE AND IMPERAIL HIGHWAY STORM DRAIN REPAIR**

This is **Amendment No. 1** (“Amendment No.1”) to that certain **Lemon Drive and Imperial Highway Storm Drain Repair (SI261001)** (“Agreement”) made on December 16, 2025 between the City of Yorba Linda (“City”) and **J&E Construction Corp** (“Consultant”), which this Amendment No. 1 is made and entered into on May 5, 2026 to add additional services:

1. Capitalized terms used but not defined in this Amendment No. 1 shall have the meanings ascribed to them in the Agreement.
2. Section 2 “COMPENSATION” is amended to read as follows, increasing the compensation by **One Hundred Seventy Seven Thousand Two Hundred Fifty One Dollars (\$177,251)** for a revised total amount not-to-exceed **Five Hundred Thirty Two Thousand and Three Dollars (\$532,003)**. The revised not-to-exceed amount is inclusive of a previously approved administrative change order in the amount of \$19,500.

SECTION 2. COMPENSATION.

City hereby agrees to pay J&E Construction Corp, a sum not to exceed **Five Hundred Thirty Two Thousand and Three Dollars (\$532,003)** notwithstanding any contrary indications that may be contained in J&E Construction Corp’s proposal, for the Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay J&E Construction Corp for the Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to J&E Construction Corp. for the Services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, J&E Construction Corp. shall not bill City for duplicate services performed by more than one person.

Exhibit A, “Scope of Services” is supplemented to include the supplement attached as Exhibit A hereto. The supplement to the “Scope of Services” is not intended to replace the original Exhibit A to the Agreement, but instead to augment and increase the scope of work listed in the original Exhibit A to the Agreement. The

initial paragraph of the original Exhibit A, "Scope of Services", to the Agreement is amended to read as follows:

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide **J&E Construction Corp** services in the total amount not to exceed **Five Hundred Thirty Two Thousand and Three Dollars (\$532,003)** as further detailed below.

1. All other terms and conditions of the Agreement remain in full force and effect.
2. This Amendment No. 1 may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

(Signatures on Following Page)

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

CITY OF YORBA LINDA

Dated: _____

By: _____
Peter Grant
City Manager

ATTEST:

Marcia Brown
City Clerk

CONSULTANT:

J&E Construction Corp.:

By: _____

Signature: _____

Title: _____

Address: _____

Donna Mullally
Finance Director

By: _____

Signature: _____

Title: _____

Address: _____

APPROVED AS TO FORM:
RUTAN & TUCKER LLP

Todd Litfin
City Attorney

Two consultant signatures are required if a corporation.