

**THIRD AMENDMENT TO THE  
AGGREGATE PUBLIC WORKS CONSTRUCTION CONTRACT  
BETWEEN THE COUNTY OF SHASTA AND J & J PUMPS, INC.**

This Third Amendment is entered into between the County of Shasta, through its Department of Public Works (“County”) and J & J Pumps, Inc. a California Corporation (“Contractor”) for maintenance, repair and replacement of pumps.

RECITALS

WHEREAS, County and Contractor have previously entered into an agreement on October 27, 2020 for maintenance, repair, and replacement of pumps (“Original Contract”); and

WHEREAS, the Original Contract was amended on August 31, 2021, to increase the maximum compensation payable to Contractor by \$100,000 for a new maximum compensation of \$160,000 during the term of the Contract and to add the Counterparts/Electronic, Facsimile, and PDF Signatures clause (“First Amendment”); and

WHEREAS, the First Amendment was amended on October 5, 2021, to increase the maximum compensation payable to Contractor by \$90,000 for a new maximum compensation of \$250,000 over the entire term of the Contract (“Second Amendment”); and

WHEREAS, there has been a considerable increase in the need for pump maintenance, replacement and repair due to the drought; and

WHEREAS, a portion of the work on the emergency project for CSA #6-Jones Valley due to the landslide was provided for under the contract; and

WHEREAS, there is less than \$15,000 available on the contract amount and over one year left on the term: and

WHEREAS, County and Contractor desire to amend the Contract to increase the maximum compensation payable to Contractor by \$100,000 for a new maximum compensation of \$350,000 over the entire term of the Contract (“Third Amendment”); and

WHEREAS, the Original Contract, the First Amendment, the Second Amendment, and the Third Amendment are collectively referred to as the “Contract.”

NOW, THEREFORE, the Contract is amended as follows:

I. Paragraph 3.2 of Section 3, **CONTRACT SUM**, of the Contract is amended in its entirety to read as follows:

3.2 In no event shall the maximum amount payable to Contractor pursuant to this Contract exceed \$350,000 unless otherwise modified in accordance with this Contract.

II. **REAFFIRMATION**

In all other respects, the Contract, as amended, and any attachments, remains in full force and effect.

III. **ENTIRE CONTRACT**

The Contract, as amended, and any attachments, constitutes the entire understanding between County and Contractor.

IV. **EFFECTIVE DATE**

Unless otherwise provided, this Third Amendment shall be deemed effective as of the last date it signed by both Parties.

***SIGNATURE PAGE FOLLOWS***

IN WITNESS WHEREOF, the Parties hereto have executed this Third Amendment to the Contract. By their signatures below, each signatory represents that he/she has the authority to execute this Third Amendment and to bind the Party on whose behalf his/her execution is made.

**COUNTY OF SHASTA**

Date: \_\_\_\_\_

\_\_\_\_\_  
LES BAUGH, CHAIR  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:

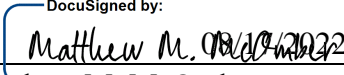
PATRICK J. MINTURN  
Acting Clerk of the Board of Supervisors

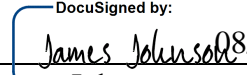
By: \_\_\_\_\_  
Deputy

Approved as to form:

RUBIN E. CRUSE, JR  
County Counsel

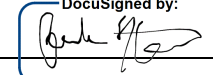
**RISK MANAGEMENT APPROVAL**

By:  DocuSigned by: Matthew M. McOmber 08/16/2022 | 12:00 PM PDT  
Matthew M. McOmber  
Senior Deputy County Counsel

By:  DocuSigned by: James Johnson 08/16/2022 | 3:32 PM PDT  
James Johnson  
Risk Management Analyst III

**CONTRACTOR**

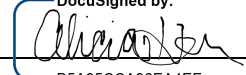
J & J PUMPS, INC.

By:  DocuSigned by: John Hale 08/16/2022 | 10:47 AM PDT  
6F9D50D54F0C41A...  
Print Name: John Hale

Title: President

Date: 08/09/2022 | 10:47 AM PDT

Tax I.D. #: 84-1631691

By:  DocuSigned by: Alicia Herrera 08/16/2022 | 12:21 PM PDT  
B5A95CCA96EA4EF...  
Print Name: Alicia Herrera

Title: Secretary

Date: 08/16/2022 | 12:21 PM PDT

Contractor's License #: 836011