

Amendment Two to the Agreement Between Buyer and Seller for Bull Run Supply Pump Station Pump and Pump Can Procurement for City of Sandy

This Amendment Two to the Agreement Between Buyer and Seller for Bull Run Supply Pump Station Pump and Pump Can Procurement for City of Sandy (“Amendment”), executed as of _____, 2026 (“Effective Date”) by and between the City of Sandy, an Oregon municipal corporation (the “Buyer”) and Triangle Pump & Equipment, Inc. (the “Seller”). The parties are collectively referred to herein as the “Parties” and individually as a “Party.” Capitalized terms used but not defined herein have the meaning set forth in the Agreement.

Recitals

Buyer and Seller executed the Agreement between Buyer and Seller for Bull Run Supply Pump Station Pump and Pump Can Procurement for City of Sandy on December 16, 2024, as amended by Amendment No. 1 executed as of January 14, 2025 (collectively, the “Agreement”), to complete the Work.

Due to unforeseeable project delays, including delays in the land use approvals for the project site, the Owner must temporarily ensure the storage of the goods until it has obtained all necessary approvals.

The Parties desire to amend the Agreement to set forth this new temporary storage scope in the Work and the terms governing such storage.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Parties hereto agree as follows:

Agreement

1. Article 2.1 is deleted in its entirety and replaced with the following:

“The Work contemplated consists of furnishing, delivering, storing, maintaining, and providing start-up services for two (2) vertical turbine pumps and four (4) vertical turbine pump cans that will be incorporated into the Buyer’s planned Bull Run Supply Pump Station (“Pump Station”). All delivered equipment will be installed by the Buyer’s construction contractor, during the construction of the Pump Station.”

2. Article 4.1 is deleted in its entirety and replaced with the following:

“The Point of Destination is designated as follows:

- a. For the vertical turbine pump cans: *City of Sandy Bull Run Pump Station Site, located on the north side of the PWB Bull Run Filtration Facility site, across from 35319 SE Carpenter Lane, Gresham, OR 97080.*
 - b. For the vertical turbine pumps: *Triangle Pump & Equipment, Inc, located at 7509 S 5th St #103, Ridgefield, WA 98642.*
3. Article 12 is added, as follows:

“ARTICLE 12 – STORAGE AND MAINTENANCE.

12.1 Immediately following delivery of the Goods to the Points of Destination designated in Article 4.1, the Goods shall be stored at the following Storage Locations:

- a. For the vertical turbine pump cans: 16610 Champion Wy, Sandy, OR 97055
- b. For the vertical turbine pumps: 7509 S 5th St #103, Ridgefield, WA 98642.

12.2 Buyer shall be solely responsible for the storage of the vertical turbine pump cans, vertical turbine pump can maintenance at the Storage Location, and vertical turbine pump can risk of loss for so long as they are stored. Buyer shall maintain the vertical turbine pump cans in accordance with the manufacturer’s storage and maintenance recommendations, for so long as the pump cans are stored at the Storage Location.

12.3 Seller shall be solely responsible for the storage of the vertical turbine pumps, vertical turbine pump maintenance during storage at the Storage Location, and vertical turbine pump risk of loss for so long as they are stored. Buyer shall maintain the vertical turbine pumps in accordance with manufacturer’s storage and maintenance recommendations, for so long as the pumps are stored at the Storage Location. Seller shall charge Buyer a monthly fee of \$1250 for so long as the pumps remain at the Storage Location.

12.4 Assembly and Delivery Fee. Buyer shall pay Seller a one-time fee of \$7,500.00 for assembly and delivery of the pumps from the Storage Location to the project site.

4. Buyer and Seller shall commence negotiations of a third amendment to the Agreement by January, 2027. The third amendment shall include, among other terms, extended warranty provisions for the Goods and a revised timeline for startup.

5. From and after the effective date, "Agreement" means the original Agreement as amended. Except as expressly modified by the terms and conditions of this Amendment, the parties ratify and confirm each of the terms and conditions of the Agreement which, the parties acknowledge and agree, remains in full force and effect. In case of conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall apply.

IN WITNESS WHEREOF, the parties have executed this Amendment intending it to be effective as of the date last set forth below (the "Effective Date").

CITY OF SANDY

TRIANGLE PUMP AND
EQUIPMENT, INC.

By: _____

By: *David W. Flack*

Print Name: _____

Print Name: David Flack

Title: _____

Title: Manager

Date:

Date: 9/25/2026