

ATTACHMENT D

AMENDMENT NO. THREE TO ON-CALL MAINTENANCE/REPAIR SERVICES AGREEMENT WITH RAY BRIAN CARMODY DBA CARMODY CONSTRUCTION COMPANY FOR ON-CALL GENERAL BUILDING MAINTENANCE SERVICES FOR PUBLIC WORKS

THIS AMENDMENT NO. THREE TO ON-CALL MAINTENANCE/REPAIR SERVICES AGREEMENT ("Amendment No. Three") is made and entered into as of this 15th day of April, 2025 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and RAY BRIAN CARMODY, a sole proprietor doing business as ("DBA") CARMODY CONSTRUCTION COMPANY ("Contractor"), whose address is 1240 Birch Tree Court, La Habra, CA 90631, and is made with reference to the following:

RECITALS

- A. On February 22, 2022, City and Contractor entered into an On-Call Maintenance/Repair Services Agreement ("Agreement") to perform on-call maintenance and/or repair services for City ("Project").
- B. On July 30, 2024, City and Contractor entered into Amendment No. One to the Agreement ("Amendment No. One") to increase the total compensation due to the volume of work exceeding what was originally anticipated.
- C. On February 10, 2025, City and Contractor entered into Amendment No. Two to extend the term of the Agreement to February 21, 2027.
- D. The parties now desire to enter into this Amendment No. Three to increase the total compensation due to the volume of work exceeding what was originally anticipated.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. COMPENSATION TO CONSULTANT

Section 4.1 of the Agreement is amended in its entirety and replaced with the following: "City shall pay Contractor for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Letter Proposal and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Except as otherwise provided herein, no rate changes shall be made during the term of this Agreement without the prior written approval of City. Contractor's compensation for all Services performed in accordance with this Agreement, including all reimbursable items, shall not exceed **Three Hundred Eighty Seven Thousand Five Hundred Dollars and 00/100 (\$387,500.00)**, without prior written amendment to the Agreement."

The total amended compensation reflects Contractor's additional compensation for additional Services to be performed in accordance with this Amendment No. Three,

including all reimbursable items and subcontractor fees, in an amount not to exceed **Two Hundred Thousand Dollars and 00/100 (\$200,000.00)**.

2. INTEGRATED CONTRACT

Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement shall remain unchanged and shall be in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment No. Three to be executed on the dates written below.

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

Date: 3/27/25

By: [Signature]
Aaron C. Harp
City Attorney

3.27.25
AF

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Joe Stapleton
Mayor

ATTEST:

Date: _____

By: _____
Leilani I. Brown
City Clerk

CONTRACTOR: RAY BRIAN CARMODY,
a sole proprietor doing business as
("DBA") CARMODY CONSTRUCTION
COMPANY

Date: _____

By: _____
Ray Brian Carmody,
Sole Proprietor

[END OF SIGNATURES]