

ATTACHMENT B

AMENDMENT NO. ONE 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. ONE TO ON-CALL MAINTENANCE/REPAIR SERVICES AGREEMENT ("Amendment No. One") is made and entered into as of this 30th day of July, 2024 ("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, California 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. The parties desire to enter into this Amendment No. One 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 CONTRACTOR

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 **One Hundred Eighty Seven Thousand Five Hundred Dollars and 00/100 (\$187,500.00)**, 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. One, including all reimbursable items and subcontractor fees, in an amount not to exceed **Thirty Seven Thousand Five Hundred Dollars and 00/100 (\$37,500.00)**.

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

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

Date: 7/23/24

By: 
Aaron C. Harp
City Attorney

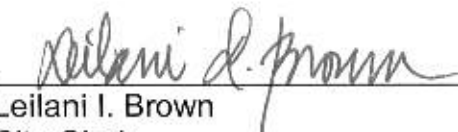
**CITY OF NEWPORT BEACH,
a California municipal corporation**

Date: 7/29/24

By: 
Grace K. Leung
City Manager

ATTEST:

Date: 7.30.2024

By: 
Leilani I. Brown
City Clerk

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

Signed in Counterpart
By: _____
Ray Brian Carmody
Sole Proprietor

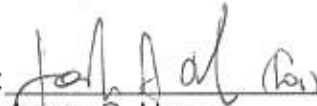
[END OF SIGNATURES]



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

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

Date: 7/23/24

By: 
Aaron C. Harp
City Attorney

ms
7/23/24

**CITY OF NEWPORT BEACH,
a California municipal corporation**

Date: _____

By: _____
Grace K. Leung
City Manager

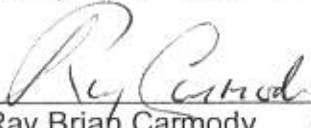
ATTEST:

Date: _____

By: _____
Leilani I. Brown
City Clerk

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

Date: 7-24-24

By: 
Ray Brian Carmody
Sole Proprietor

[END OF SIGNATURES]