

ATTACHMENT D

AMENDMENT NO. ONE TO ON-CALL MAINTENANCE/REPAIR SERVICES AGREEMENT WITH ASSOCIATED PACIFIC CONSTRUCTORS, INC. FOR HARBOR MAINTENANCE SERVICES

THIS AMENDMENT NO. ONE TO ON-CALL MAINTENANCE/REPAIR SERVICES AGREEMENT ("Amendment No. One") is made and entered into as of this 14th day of August, 2018 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and ASSOCIATED PACIFIC CONSTRUCTORS, INC., a California corporation ("Contractor"), whose address is 495 Embarcadero, Morro Bay, California 93442, and is made with reference to the following:

RECITALS

- A. On February 1, 2018, City and Contractor entered into an On-Call Maintenance/Repair Services Agreement ("Agreement") to engage Contractor 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 an unexpected increase in the volume of Services or Work.

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, 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 Fifty Thousand Dollars and 00/100 (\$150,000.00)**, 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 Thousand Dollars and 00/100 (\$30,000.00)**.

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. One to be executed on the dates written below.

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

Date: JULY 25, 2018

By: 
Aaron C. Harp
City Attorney

CAM 07/25/18

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Marshall "Duffy" Duffield
Mayor

ATTEST:

Date: _____

**CONTRACTOR: ASSOCIATED PACIFIC
CONSTRUCTORS, INC.,** a California
corporation

Date: _____

By: _____
Leilani I. Brown
City Clerk

By: _____
Paul E. Gillen
President / Secretary

[END OF SIGNATURES]