

ATTACHMENT C

AMENDMENT NO. ONE TO ON-CALL MAINTENANCE/REPAIR SERVICES AGREEMENT WITH SWIFT SLIP DOCK & PIER BUILDERS, INC. FOR HARBOR MAINTENANCE SERVICES (DOCK & PIER REPAIR AND MAINTENANCE)

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 SWIFT SLIP DOCK & PIER BUILDERS, INC., a California corporation ("Contractor"), whose address is 6351 Industry Way, Westminster, California 92683, 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 harbor 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, and to update the Contractor's address.

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. NOTICES

Section 25.3 of the Agreement is amended in its entirety as replaced with the following:

"25.3 All notices, demands, requests, or approvals from City to Contractor shall be address to Contractor at:

Attn: Pete Swift
Swift Slip Dock & Pier Builders, Inc.
6351 Industry Way
Westminster, CA 92683"

3. 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: 
for Aaron C. Harp
City Attorney CAM 07/25/18

ATTEST:

Date: _____

By: _____
Leilani I. Brown
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Marshall "Duffy" Duffield
Mayor

**CONTRACTOR: SWIFT SLIP DOCK &
PIER BUILDERS, INC.,** a California
corporation

Date: _____

By: _____
Peter C. Swift
Chief Executive Officer / Secretary

[END OF SIGNATURES]