

ATTACHMENT A

AMENDMENT NO. ONE TO ON-CALL MAINTENANCE/REPAIR SERVICES AGREEMENT WITH RPW SERVICES, INC. FOR AS-NEEDED PLANT HEALTHCARE 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 May, 2019 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and RPW SERVICES, INC., a California corporation ("Contractor"), whose address is P.O. Box 2342, Fullerton, California 92837, and is made with reference to the following:

RECITALS

- A. On July 1, 2017, City and Contractor entered into an On-Call Maintenance/Repair Services Agreement ("Agreement") for on-call maintenance and/or repair services for City ("Project").
- B. Contractor possesses the skill, experience, ability, background, certification and knowledge to provide the maintenance and/or repair services described in the Agreement.
- C. The parties desire to enter into this Amendment No. One to supplement the Scope of Work, increase the total compensation to Contractor due to the increased volume of Work under the Agreement, and extend the term of the Agreement to June 30, 2022.

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

1. TERM

Section 1 of the Agreement is amended in its entirety and replaced with the following: "The term of this Agreement shall commence on the Effective Date, and shall terminate on June 30, 2022, unless terminated earlier as set forth herein."

2. SERVICES TO BE PERFORMED

Exhibit A to the Agreement shall be supplemented to include the Scope of Services, attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). Exhibit A to the Agreement, and Exhibit A to this Amendment No. One shall collectively be known as "Exhibit A." The City may elect to delete certain Services within the Scope of Services at its sole discretion.

3. COMPENSATION TO CONTRACTOR

Exhibit B to the Agreement shall be supplemented to include the Schedule of Billing Rates, attached hereto as Exhibit B and incorporated herein by reference. Exhibit

B to the Agreement and Exhibit B to Amendment No. One shall collectively be known as "Exhibit B."

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 **Two Hundred Forty Thousand Dollars and 00/100 (\$240,000.00)**, 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 subconsultant fees, in an amount not to exceed **One Hundred Twenty Thousand Dollars and 00/100 (\$120,000.00)**.

4. 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: 4/22/19

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: 
Aaron C. Harp
City Attorney

By: _____
Diane B. Dixon
Mayor

ATTEST:

Date: _____

CONSULTANT: RPW SERVICES, INC., a
California corporation

Date: _____

By: _____
Leilani I. Brown
City Clerk

By: _____
Paul Webb
President

Date: _____

By: _____
Karla Webb
Chief Financial Officer

[END OF SIGNATURES]

Attachments: Exhibit A – Scope of Services
 Exhibit B – Schedule of Billing Rates

EXHIBIT A SCOPE OF SERVICES

Contractor shall provide pest control advisor services as follows:

- Annually provide written pest control recommendations, as requested by the City, with SDS sheets and pesticide labels, for use by trained City Staff in select areas.

EXHIBIT B
SCHEDULE OF BILLING RATES

Pest Control Recommendations written by a Pest Control Advisor, for use by trained City Staff in select areas, shall be billed at the rate of \$125.00 each.