

## ATTACHMENT A

### AMENDMENT NO. TWO TO MAINTENANCE/REPAIR SERVICES AGREEMENT WITH GLOBAL POWER GROUP, INC. FOR PREVENTATIVE MAINTENANCE AND AS-NEEDED REPAIR SERVICES FOR CITY GENERATORS

THIS AMENDMENT NO. TWO TO MAINTENANCE/REPAIR SERVICES AGREEMENT ("Amendment No. Two") is made and entered into as of this 13th day of August, 2019 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and GLOBAL POWER GROUP, INC., a California corporation ("Contractor"), whose address is 12060 Woodside Avenue, Lakeside, California 92040, and is made with reference to the following:

#### RECITALS

- A. On June 18, 2015, City and Contractor entered into a Maintenance/Repair Services Agreement ("Agreement") for to engage Contractor to perform maintenance and/or repair services for City ("Project").
- B. On February 1, 2018, City and Contractor entered into Amendment No. One to the Agreement to increase the total compensation to Contractor.
- C. The parties desire to enter into this Amendment No. Two to increase the total compensation as a result of an unanticipated increase in the need for repair services.

**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 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 and subcontractor fees, shall not exceed **Four Hundred Ninety Five Thousand Dollars and 00/100 (\$495,000.00)**, 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. Two, including all reimbursable items and subcontractor fees, in an amount not to exceed **One Hundred Twenty Thousand Dollars and 00/100 (\$120,000.00)**.

#### 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.

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

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

Date: 8/1/2019

By: *Aaron C. Harp*  
For: Aaron C. Harp MM 7-30-19  
City Attorney

**ATTEST:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Leilani I. Brown  
City Clerk

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Diane B. Dixon  
Mayor

**CONTRACTOR:** Global Power Group,  
Inc., a California corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Salvatore Martorana  
President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Salvador Ceballos  
Chief Financial Officer

**[END OF SIGNATURES]**