

ATTACHMENT A

AMENDMENT NO. ONE TO ON-CALL MAINTENANCE/REPAIR SERVICES AGREEMENT WITH EXCEL DOOR & GATE COMPANY, INC. FOR ROLL-UP DOOR PREVENTATIVE MAINTENANCE AND AS-NEEDED REPAIRS

THIS AMENDMENT NO. ONE TO ON-CALL MAINTENANCE/REPAIR SERVICES AGREEMENT ("Amendment No. One") is made and entered into as of this 10th day of September, 2019 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and Excel Door & Gate Company, Inc., a California corporation ("Contractor"), whose address is 13242 Solomon Peak Dr. Riverside, CA 92503, and is made with reference to the following:

RECITALS

- A. On March 2, 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. City desires to enter into this Amendment No. One to extend the term and increase the total compensation for Contractor to perform on-call maintenance and/or repair services for City ("Project").
- C. City and Contractor mutually desire to amend the agreement, as provided below.

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 March 1, 2023, unless terminated earlier as set forth herein."

2. COMPENSATION TO CONTRACTORS

Section 4.1 of the Agreement is amended in its entirety and replaced with the following: "City shall pay Contractor for the Services in accordance with the provisions of this Section and the Letter Proposal and the Schedule of Billing Rates attached to Agreement 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 **Five Hundred Thousand Dollars and 00/100 (\$500,000.00)**, without prior written amendment to the Agreement."

The total amended compensation reflects Contractor's additional compensation for an increase in the volume of Services to be performed in accordance with this Amendment No. One, including all reimbursable items and subcontractor fees, in an amount not to exceed **Three Hundred Eighty Thousand Dollars and 00/100 (\$380,000.00)**.

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 Agreement 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
City Attorney

MMI
8/1/19

ATTEST:

Date: _____

By: _____
Leilani I. Brown
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Diane B. Dixon
Mayor

**CONTRACTOR: Excel Door & Gate
Company, Inc.**, a California corporation

Date: _____

By: _____
Rodwell Pascascio Sr.
President

Date: _____

By: _____
Michelle Pascascio
Secretary

[END OF SIGNATURES]