

## ATTACHMENT C

### AMENDMENT NO. ONE TO ON-CALL MAINTENANCE/REPAIR SERVICES AGREEMENT WITH A.C. POZOS ELECTRIC CORPORATION FOR ON-CALL ELECTRICAL REPAIR SERVICES

THIS AMENDMENT NO. ONE TO ON-CALL MAINTENANCE/REPAIR SERVICES AGREEMENT ("Amendment No. One"), is made and entered into as of this 2nd day of August, 2019 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and A.C. POZOS ELECTRIC CORPORATION, a California corporation ("Contractor"), whose address is 2948 Royal Palm Dr. Costa Mesa, CA 92626, and is made with reference to the following:

#### RECITALS

- A. On the 17<sup>th</sup> day of July, 2017, City and Contractor entered into an On-Call Maintenance/Repair Services Agreement ("Agreement") to engage Contractor to perform electrical 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.
- 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 June 30, 2022, unless terminated earlier as set forth herein".

#### 2. 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 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 Fifty Thousand Dollars and 00/100 (\$250,000.00)**, 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 **One Hundred Fifty Thousand Dollars and 00/100 (\$150,000.00)**.

### 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.

**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: 8/22/2019

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

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

By: *Aaron C. Harp*  
For: Aaron C. Harp  
City Attorney

*MMI*  
*8-22-19*

By: \_\_\_\_\_  
Diane Dixon  
Mayor

**ATTEST:**

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

**CONTRACTOR: A.C. Pozos Electric Corporation**, a California corporation

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

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

By: \_\_\_\_\_  
Anthony C. Pozos  
CEO and Secretary

**[END OF SIGNATURES]**