

ATTACHMENT A

AMENDMENT NO. ONE TO ON-CALL MAINTENANCE/REPAIR SERVICES AGREEMENT WITH ZEBRON CONTRACTING, INC. FOR AS-NEEDED SEWER MANHOLE LINING SERVICES

THIS AMENDMENT NO. ONE TO ON-CALL MAINTENANCE/REPAIR SERVICES AGREEMENT ("Amendment No. One") is made and entered into as of this 23rd day of June, 2020 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and ZEBRON CONTRACTING, INC., a California corporation ("Contractor"), whose address is Post Office Box 2874, Newport Beach, California 92659, and is made with reference to the following:

RECITALS

- A. On August 8, 2017, City and Contractor entered into a Maintenance/Repair Services Agreement ("Agreement") to engage Contractor to perform on-call maintenance and/or repair services for City ("Project").
- B. The parties desire to enter into this Amendment No. One to extend the term of the Agreement to August 1, 2022, to increase the total compensation, to amend the City's administration of the Agreement, and to update insurance requirements.

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 August 1, 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, 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 and subcontractor fees, shall not exceed **Four Hundred Thousand Dollars and 00/100 (\$400,000.00)**, 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 **One Hundred Fifty Thousand Dollars and 00/100 (\$150,000.00)**.

3. ADMINISTRATION

Section 6 of the Agreement is amended in its entirety and replaced with the following:

"This Agreement will be administered by the Utilities Department. City's Wastewater Supervisor or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement."

4. INSURANCE REQUIREMENTS

Exhibit C, "Insurance Requirements," Section 5(A), is amended in its entirety and replaced with the following:

"A. Evidence of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. All of the executed documents referenced in this Contract must be returned to City within ten (10) regular City business days after the date on the "Notification of Award." Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Contract. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time."

5. 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: 6/2/2020

By: 
For: Aaron C. Harp
City Attorney

ATTEST:

Date: _____

By: _____
Leilani I. Brown
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Will O'Neill
Mayor

CONTRACTOR: ZEBRON
CONTRACTING, INC., a California
corporation

Date: _____

By: _____
Roger Decker
President

Date: _____

By: _____
Ty Kline
Secretary

[END OF SIGNATURES]