

ATTACHMENT A

AMENDMENT NO. THREE TO ON-CALL MAINTENANCE/REPAIR SERVICES AGREEMENT WITH GCI CONSTRUCTION, INC. FOR BEACH MAINTENANCE SERVICES

THIS AMENDMENT NO. THREE TO ON-CALL MAINTENANCE/REPAIR SERVICES AGREEMENT ("Amendment No. Three") is made and entered into as of this 12th day of October, 2021 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and GCI CONSTRUCTION, INC., a California corporation ("Contractor"), whose address is 1031 Calle Recodo, Suite D, San Clemente, California 92673, and is made with reference to the following:

RECITALS

- A. On June 13, 2017, City and Contractor entered into an On-Call Maintenance/Repair Services Agreement ("Agreement") for Contractor to perform on-call maintenance and/or repair service for City ("Project").
- B. On October 15, 2019, City and Contractor entered into Amendment No. One to the Agreement ("Amendment No. One") to extend the term of the Agreement to May 31, 2022, to increase the total compensation, update the Schedule of Billing Rates, the terms of responsibility for damages or injury, prevailing wages, conflicts of interest, and Insurance requirements.
- C. On August 25, 2020, City and Contractor entered into Amendment No. Two to reflect additional Services not included in the Agreement, as amended, to increase the total compensation, and to update Insurance requirements.
- D. The parties desire to enter into this Amendment No. Three to increase the total compensation due to an increase in the volume of Work.

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 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 **One Million Two Hundred Twenty Five Thousand Dollars and 00/100 (\$1,225,000.00)**, 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. Three, including all reimbursable items and subconsultant fees, in an amount not to exceed **Five Hundred Thousand Dollars and 00/100 (\$500,000.00)**.

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.

[SIGNATURES ON NEXT PAGE]

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

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

Date: 9/27/21

for By: 
Aaron C. Harp
City Attorney per 9.27.21

ATTEST:

Date: _____

By: _____
Leilani I. Brown
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Brad Avery
Mayor

**CONTRACTOR: GCI CONSTRUCTION,
INC.,** a California corporation

Date: _____

By: _____
Terry D. Gillespie
Chief Executive Officer

Date: _____

By: _____
Richard D. Kay
Secretary

[END OF SIGNATURES]