

## REPORT TO CITY COUNCIL

**DATE:** FEBRUARY 8, 2012

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** GREG RAMIREZ, CITY MANAGER

**BY:** RAMIRO ADEVA, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

**SUBJECT:** REQUEST TO APPROVE THE FIRST AMENDMENT TO THE CONTRACTOR SERVICES AGREEMENT WITH BURNS-PACIFIC CONSTRUCTION, INC., FOR PUBLIC WORKS MAINTENANCE SERVICES

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On April 27, 2001, the City Council awarded a contract to Burns-Pacific Construction, Inc., through June 30, 2013, in order to provide public works maintenance services. The services include, but are not limited to, street maintenance, minor sidewalk repairs and inspection, catch basin cleaning, traffic sign maintenance, street striping/pavement marking, and general clean-up, on an as-needed basis.

The current contract has a not-to-exceed amount of \$100,000, however due to the contract commencing on May 1, 2010, \$35,000 was spent prior to the end of the 2010 Fiscal Year in order to complete a backlog of work not completed by the Los Angeles County Public Works Department. Because of those costs, and projected workflow for the remainder of the current fiscal year, it does not appear the original contract total of \$100,000 will be sufficient in order to complete all tasks that might be required for this fiscal year. Based on Section 5 of the Agreement, any additional compensation above 10% of the total contract requires approval by the City Council. In order for Burns-Pacific Construction, Inc., to complete any future requests until the end of the fiscal year, staff is seeking approval of an amendment to the agreement to allow for an additional \$70,000 to the existing contract for a revised total amount not to exceed \$170,000. These funds have already been accounted for, and the proposed cost adjustment does not affect the approved City budget, but merely increases the spending limit.

The scope of work and all other terms of the agreement are not expected to change and remain the same as previously approved. Staff is satisfied with the work product from Burns-Pacific Construction, Inc., and will continue to provide these vital services to the community.

The proposed agreement has been reviewed by the City Attorney and approved as to form.

### RECOMMENDATION

Staff recommends the City Council approve the amendment to the agreement with Burns-Pacific Construction, Inc., for public works maintenance services, to allow for an additional \$70,000 to the contract costs.

Attachment: Amendment to Agreement

AMENDMENT TO AGREEMENT FOR CONTRACTOR SERVICES  
WITH THE CITY OF AGOURA HILLS

NAME OF CONTRACTOR: Burn-Pacific Construction, Inc.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Attn: Paul Burns

CONTRACTOR 'S ADDRESS: 505 E. Thousand Oaks Blvd.  
Thousand Oaks, CA 91360

CITY'S ADDRESS: City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, CA 91301  
Attn: City Manager

PREPARED BY: Kelly Fisher

COMMENCEMENT DATE: May 1, 2011

TERMINATION DATE: June 30, 2013

CONSIDERATION: Contract Price  
Not to Exceed: \$170,000/yr

## **FIRST AMENDMENT TO AGREEMENT**

This FIRST AMENDMENT TO AGREEMENT (“Amendment”) is made and entered into as of the 8<sup>th</sup> day of February, 2012, by and between the City of Agoura Hills, a municipal corporation (“City”), and Burns-Pacific Construction, Inc., (“Contractor”) and with respect to the following recitals:

A. On May 1, 2011, the City and Consultant entered into that certain Agreement entitled “Agreement with the City of Agoura Hills and Burns-Pacific Construction, Inc., for Contractor Services” in the amount of \$100,000 (“Agreement”).

B. Both parties mutually agree to revise the contract price of original Agreement from \$100,000 to an adjusted amount not to exceed \$170,000.

C. Such contract price adjustment shall be at the same conditions as set forth in the original Agreement which commenced on May 1, 2011.

D. The City and Contractor now wish to modify the Agreement to revise the contract price of the Contractor Services Agreement not to exceed \$100,000 for work related to public works maintenance services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS, PROMISES, COVENANTS, AND CONDITIONS HEREINAFTER CONTAINED, THE PARTIES, DO AGREE HEREBY AS FOLLOWS:

**SECTION 1.** The Agreement is hereby amended to read as follows:

**“5. PAYMENT. A.** The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed \$170,000 (“Contract Price”) for the initial Term of the Agreement unless additional payment is approved as provided by this Agreement.”

**SECTION 2.** All other provisions of the Agreement remain unchanged.

**SECTION 3.** The Recitals are incorporated herein as though set forth in full.

**IN WITNESS WHEREOF,** the parties have executed this First Amendment as of the date first written above.

**CITY OF AGOURA HILLS**

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John M. Edelston  
Mayor

ATTEST:

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Kimberly M. Rodrigues, MMC  
City Clerk

APPROVED AS TO FORM:

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Craig A. Steele,  
City Attorney

**Burns-Pacific Construction, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**[\*Signatures of Two Corporate Officers Required]**

## EXHIBIT B

### PAYMENT RATES AND SCHEDULE



General Engineering and Building Contractors

March 29, 2011

City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, CA 91301-1335

Attention: Mr. Kelly Fisher – Public Works Project Manager

Reference: Public Works-Services Contract for City of Agoura Hills

Subject: Fee Schedule

Dear Mr. Fisher:

In response to the City of Agoura Hills' RFP for Public Works Maintenance Services, listed below are the hourly rates which Burns-Pacific Construction, Inc. would charge for the job classifications listed.

Classification	Straight Time	Over-Time	Sundays/Holidays
Foreman	75.00	99.00	123.00
Equipment Operator	73.00	97.00	121.00
Truck Driver	61.00	79.00	97.00
Laborer	57.00	71.00	85.00

The above hourly rates include prevailing wage, payroll taxes, insurance and markup.

#### Markup on Materials, Subcontractors and Incidental Expenses

Burns-Pacific charges a markup of fifteen-percent (15%) on the purchase of materials, subcontractor invoices and incidental expenses, such as disposal fees.

Respectfully,

Burns-Pacific Construction, Inc.

Paul D. Burns  
President