



REPORT TO CITY COUNCIL

DATE: MARCH 25, 2015

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 SECOND AMENDMENT TO THE CONTRACTOR SERVICES AGREEMENT WITH BURNS PACIFIC CONSTRUCTION, INC., FOR PUBLIC WORKS MAINTENANCE SERVICES

On April 27, 2011, the City Council awarded a contract to Burns Pacific Construction, Inc., 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 terms outlined in the original agreement guaranteed the first three years, and allowed for the option of two one-year extensions, for a maximum total of five years. The City exercised both extensions, and the end of this fiscal year will mark the end of the current contract. In the past, staff would have requested authorization from the City Council to seek proposals for contractor services. However, because of Burns Pacific's excellent service and workmanship, staff is requesting to extend the term of the contract until June 30, 2017.

On February 8, 2012, the City Council approved the first amendment to the original contract which increased the not-to-exceed amount from \$100,000 to \$170,000. This was in order to complete a backlog of work not completed by the Los Angeles County Public Works Department.

Since the first amendment, the contract's not-to-exceed amount has remained at \$170,000, however the amount of service requests have continued to increase due to the SeeClickFix application, storm clean-up, and other special events/projects. Because of these costs, and projected workflow for the remainder of the current fiscal year, it does not appear the contract total of \$170,000 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, the proposed second amendment would allow for an additional \$80,000 to the existing contract for a revised total amount not-to-exceed \$250,000. 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 respectfully recommends the City Council approve the second amendment to the agreement with Burns Clean Lakes, Inc., for public works maintenance services.

Attachment: Amendment to Agreement

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

NAME OF CONSULTANT:	Burns Pacific Construction, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Paul Burns President
CONSULTANT'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 11, 2011
TERMINATION DATE:	June 30, 2015 (original) June 30, 2017 (amended)
CONSIDERATION:	Contract Price Not to Exceed: \$250,000/yr

**SECOND AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF AGOURA HILLS AND BURNS PACIFIC
CONSTRUCTION, INC.**

THIS SECOND AMENDMENT is made and entered into as of the 25th day of March, 2015, by and between the City of Agoura Hills, a municipal corporation ("City"), and Burns Pacific Construction, Inc., a California Corporation ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Second Amendment is made with the respect to the following facts and purposes:

A. On May 1, 2011, the City and Contractor entered into that certain Agreement entitled "Agreement for Contractor Services between the City of Agoura Hills and Burns Pacific Construction, Inc." in the amount of \$100,000 ("Agreement") with a termination date of June 30, 2015.

B. On February 8, 2015, the City and Contractor entered into the First Amendment to the Agreement to amend Section 1 to revise the not to exceed amount from \$100,000 to \$170,000.

C. Both parties now desire to extend the term of the Agreement to June 30, 2017, and to increase the not to exceed amount by \$80,000 for a total Agreement not to exceed amount of \$250,000.

D. Such extension shall be subject to the same conditions as set forth in the original agreement which commenced on May 1, 2011.

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

SECTION 1. Section 1 ("Term") of the Agreement is hereby amended to read as follows:

"1. TERM. This Agreement shall commence on May 1, 2011, and shall remain and continue in effect upon completion of all tasks described herein, but in no event later than June 30, 2017, unless sooner terminated pursuant to the provisions of this Agreement."

SECTION 2. Paragraph A of Section 5 ("Payment") of the Agreement is hereby amended to read as follows:

"A. The City agrees to pay Contractor monthly, in accordance with the payment rates and schedules and terms set forth in Exhibit A, 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. The First Amendment amount shall not exceed Seventy Thousand Dollars (\$70,000). The Second Amendment amount shall not exceed Eighty Thousand Dollars (\$80,000), for a total Agreement amount of Two Hundred Fifty Thousand Dollars (\$250,000). The City shall not pay to Contractor a total amount exceeding \$250,000 unless additional payment is approved as provided in this Agreement.

The City Manager may approve additional work up to ten percent (10%) of the amount of the Agreement as approved by the City Council. Any additional work in excess of the additional ten percent (10%) amount shall be approved by the City Council.”

SECTION 3. Except for the changes specifically set forth in this Second Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SECTION 4. 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

Illece Buckley Weber
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

Burns Pacific Construction, Inc.

By: _____
Name:
Title:

By: _____
Name:
Title:

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

ATTACHMENT A

Payments and Rates



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.

<u>Classification</u>	<u>Straight Time</u>	<u>Over-Time</u>	<u>Sundays/Holidays</u>
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.

A handwritten signature in cursive script, appearing to read 'Paul D. Burns'.

Paul D. Burns
President

505 E. Thousand Oaks Blvd. • Thousand Oaks, California 91360 • (805) 371-4171 • FAX (805) 495-2666