

## REPORT TO CITY COUNCIL

**DATE:** AUGUST 10, 2022

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

**FROM:** NATHAN HAMBURGER, CITY MANAGER

**BY:** JESSICA FORTE, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

**SUBJECT:** REQUEST TO APPROVE CONTRACT EXTENSION FOR THE FISCAL YEAR 2018-19 ANNUAL CONCRETE REPAIR PROJECT; NIB 18-05 (5)

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The City Council awarded the contract for the Fiscal Year 2018-19 Annual Concrete Repair Project; NIB 18-05 (Project) to FS Contractors, Inc. (Contractor) on September 26, 2018. The scope of work consisted of repairing damaged concrete sidewalks, ramps, curbs, and gutters throughout the City, consistent with the Agoura Hills Sidewalk Inspection Program Guidelines.

The initial term of the authorized contract was three (3) years, which concluded at the end of the 2020-21 Fiscal Year (June 30, 2021). As with previous concrete contracts, the Project's contract documents allowed for the extension of the contract up to two (2) additional one-year periods, upon mutual agreement between the City and the Contractor.

On May 12, 2021, the City Council approved the first extension which expired on June 30, 2022. Based on the quality of services being provided by the Contractor, staff recommends the City Council approve the second extension for \$85,000, commencing on August 10, 2022, and terminating on June 30, 2023.

As with most contract extensions, the Contractor is entitled to a cost increase based on the California Consumer Price Index (CPI). If approved, the extension would reflect a CPI increase of 4.3%. It should be noted the Contractor agreed to forego a rate increase in Fiscal Year 2021-22 for the first extension due to the City's financial concerns related to the COVID-19 pandemic. All other terms and conditions of the contract would remain the same as previously approved.

The Annual Concrete Repair Program is included in the City's recommended Capital Improvement Program budget for Fiscal Year 2022-23, which includes funding from local Measure M and Transportation Development Act (TDA) Article 3 funds. Construction is expected to commence in September and take approximately forty-five (45) days to complete, with no work to be done on holidays.

### RECOMMENDATION

Staff respectfully recommends the City Council approve the contract extension for the Fiscal Year 2018-19 Annual Concrete Repair Project; NIB 18-05 (5), to FS Contractors, Inc., in the amount of \$85,000.

Attachment: Concrete Repair Project Contract with FS Contractors, Inc.

## CONTRACT

### CITY OF AGOURA HILLS CONTRACT FOR

#### FISCAL YEAR 2018-2019 CONCRETE REPAIR PROJECT, NIB # 18-05 (5)

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THIS CONTRACT ("Contract") is made and entered this **August 10, 2022** ("Effective Date"), by and between the CITY OF AGOURA HILLS, a California municipal corporation ("City") and **FS Contractors, Inc.**, a California ("Contractor"). Contractor's California State Contractor's license number is **1005940**; Class **A**). Contractor's DIR registration number is **1000033438**.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Contract Documents are attached hereto and incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as **FISCAL YEAR 2018-2019 CONCRETE REPAIR PROJECT, NIB # 18-05 (5)** ("Project"), as described in this Contract and in the Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of **Eighty Five Thousand Dollars and Zero Cents (\$85,000.00)** in accordance with the prices as submitted in the Bid.
4. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).
5. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply.
7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers'

compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

8. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

9. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

10. Entire Agreement. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

11. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed the Contract the day and year first above written.

CITY OF AGOURA HILLS

By: \_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

\_\_\_\_\_  
("CONTRACTOR")

By: \_\_\_\_\_

By: \_\_\_\_\_