

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Jeremy Laurentowski, Parks and Recreation Director 

BY: Jessica Sandifer, Management Analyst 

DATE: March 20, 2015 (CC Meeting of 4/18/15)

SUBJECT: Consider Amendment No. 1 to Agreement with Berry General Engineering Contractors, Inc. for Parking Lot Improvements at Various City Parks and Facilities

BACKGROUND

The parking lots at the Civic Center, Arroyo Vista Community Park (AVCP); Country Trail Park; Miller Park; Monte Vista Park; and Poindexter Park are in need of paving refurbishment, repairs, and re-striping.

In October 2014, staff released the Parking Lot Improvement project for public bid and on December 3, 2014, the City Council awarded the Agreement for the project to Berry General Engineering Contractors, Inc. ("Berry"). In March 2015, staff amended the project budget for some additional work to relocate the parking lot lights to the existing median island locations and to replace the lights with light emitting diode (LED) lights.

DISCUSSION

At the March 18, 2015 meeting, staff should have included an amendment to the Agreement with Berry rather than a change order, due to the fact that the requested additional work exceeded the project contingency. An amendment is needed in order to increase the contract amount to cover the added work. Amendment #1 will increase the total contract amount to include the additional work and also correct an error in the original Agreement to include the project contingency in the agreement consistent with the City Council's action when the Agreement was awarded in December 2014. Staff is requesting approval of Amendment #1 to increase Berry's contract amount for the parking lot light work and add the project contingency to the Agreement.

FISCAL IMPACT

Berry's cost to demolish the existing pole bases, relocate the lights to the median islands and upgrade them to LED is \$48,654.37. This cost is comparable to other LED

lighting upgrade projects that have been recently completed at other park locations.

Berry's agreement currently has a project contingency of \$48,500. Since the additional work exceeds the budgeted contingency, staff is requesting an Amendment to the Agreement to increase the contract amount. Berry's new contract amount will be \$534,437 plus the project contingency of \$48,500 for a new total contract amount of \$582,937. Staff already requested an appropriation of the additional \$48,655 from the General Fund (1000) at the March 18, 2015 meeting to complete the work. No additional funds are needed.

STAFF RECOMMENDATION

Approve Amendment No. 1 with Berry General Engineering Contractors, Inc.

Attachments: Amendment No. 1 - Berry General Engineering Contractors, Inc.

ATTACHMENT 1

**AMENDMENT NO. 1
TO AGREEMENT BETWEEN THE CITY OF MOORPARK AND
BERRY GENERAL ENGINEERING CONTRACTORS, INC. FOR PARKING LOT
IMPROVEMENTS AT VARIOUS CITY PARKS AND FACILITIES
SPECIFICATION NO P&R 14-02**

This Amendment No. 1 to the Agreement between the City of Moorpark, a municipal corporation ("City"), and Berry General Engineering Contractors, Inc., a corporation ("Contractor"), for parking lot improvements at various city parks and facilities ("Agreement"), is made and entered into the _____ day of _____, 2015.

RECITALS

WHEREAS, on January 22, 2015, the City and Contractor entered into an Agreement to have the Contractor make parking lot improvements at various city parks and facilities; and

WHEREAS, the City Council approved contingency amount of forty-eight thousand five hundred dollars (\$48,500.00) was left out of Section 5, Payment; and

WHEREAS, on April 18, 2015, the City Council approved an increase to the Agreement to fund additional work to relocate parking lot lights and the additional work exceeded the project contingency; and

WHEREAS, the City and Contractor now desire to amend the Agreement to include the contingency amount in Section 5, Payment and increase the total contract amount and document said agreement to amend by jointly approving Amendment No. 1 to the Agreement.

NOW, THEREFORE, it is mutually agreed by and between the parties to the Agreement as follows:

I. Section 2, Scope of Services, is amended by replacing the first three paragraphs of Section 2 in its entirety with the following language:

"City does hereby retain Contractor in a contractual capacity to provide construction services related to parking lot improvements as, as set forth in Exhibit B: Contractor's Bid Proposal, dated October 28, 2014, which exhibit is attached hereto and incorporated herein by this reference as though set forth in full and hereinafter referred to as the "Proposal" and as set forth in Exhibit C, which include (i) Standard Specifications; (ii) Special Provisions; (iii) Workers' Compensation Insurance Certificate (Labor Code 1860 and 1861); (iv) Payment and Performance Bonds; and (v) Insurance Certificate for General Liability and Automobile Liability,, and Exhibit D, attached hereto and incorporated herein by this reference as though set forth in full. Where said Scope of Services is modified by this Agreement, or in the event there is a conflict between the provisions of said Scope of Services and this Agreement, the language contained in this Agreement shall take precedence.

Contractor shall perform the tasks described and set forth in Exhibits B, C, and D. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit B.

Compensation for the services to be performed by Contractor shall be in accordance with Exhibits B and D. Compensation shall not exceed the rates or total value of four hundred eighty-five thousand seven hundred eighty-two dollars (\$485,782.00) as stated in Exhibit B, forty-eight thousand six hundred fifty-four dollars and thirty-seven cents (\$48,654.37), plus a contingency of forty-eight thousand five hundred dollars (\$48,500.00) for a total amount of five hundred eighty-two thousand nine hundred thirty-six dollars and thirty-seven cents (\$582,936.37) without a written amendment to the Agreement executed by both parties. Payment by City to Contractor shall be as referred to in this Agreement.”

II. Section 5, PAYMENT, is amended by replacing the first paragraph of Section 5 in its entirety with the following language:

“The City agrees to pay Contractor monthly, in accordance with the terms and the schedule of payment as set forth in Exhibits B and D, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not the exceed five hundred thirty-four thousand four hundred thirty-six dollars (\$534,436.37) as stated in Exhibits B and D, plus a contingency of forty-eight thousand five hundred dollars (\$48,500.00) for a total amount of five hundred eighty-two thousand nine hundred thirty-six dollars and thirty-seven cents (\$582,936.37) for the total term of the Agreement, without a written amendment to the Agreement executed by both parties.”

III. Remaining Provisions:

Except as revised by this Amendment No. 1, all of the provisions of the Agreement shall remain in full force and effect.

In Witness Whereof, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MOORPARK

BERRY GENERAL ENGINEERING
CONTRACTORS, INC.

By: _____

By: _____

Steven Kueny, City Manager

Robert Sainsbury, Vice President

Attest:

Maureen Benson, City Clerk