

**MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO: Honorable City Council**

**FROM: Jessica Sandifer, Senior Management Analyst**



**DATE: August 20, 2015 (CC Meeting of 09/02/15)**

**SUBJECT: Consider Amendment No. 1 to Agreement with The Adjul Corporation dba Lee Construction Company for Fencing at 148 Los Angeles Avenue**

**BACKGROUND & DISCUSSION**

The City purchased 148 Los Angeles Avenue as part of the right-of-way acquisition needed for the widening of Los Angeles Avenue. In May 2015, the City Council awarded a contract to The Adjul Corporation dba Lee Construction Company ("Contractor") to demolish the structures on the site. The structures were demolished in June, 2015. Staff requested a change order from the Contractor to construct a post-demolition permanent fence across the front of the property to deter dumping on the site. The cost of the fence was \$3,840.72. The change order request exceeded the budgeted contingency by \$841. Staff obtained additional quotes for the fencing, however, all submitted quotes exceeded the quote that was provided by the Contractor. Staff recommends processing an amendment to the Agreement to allow the Contractor to construct the fence. Staff had the contractor include two months of temporary fencing in the change order so that the site would remain fenced while the Amendment is processed. The total cost of the fencing with two months of temporary fencing is \$3,986.08.

**FISCAL IMPACT**

There are sufficient funds in the FY 2015-16 budget to fund the work.

**STAFF RECOMMENDATION**

Approve Amendment No. 1 with The Adjul Corporation dba Lee Construction Company and authorize City Manager to sign the Amendment, subject to final language approval of the City Manager.

Attachments: Agreement

**AMENDMENT NO. 1  
TO AGREEMENT BETWEEN THE CITY OF MOORPARK AND  
THE ADJUL CORPORATION dba LEE CONSTRUCTION COMPANY, FOR  
DEMOLITION OF 148 LOS ANGELES AVENUE**

This Amendment No. 1 to the Agreement between the City of Moorpark, a municipal corporation ("City"), and The Adjul Corporation, a corporation dba Lee Construction Company ("Contractor"), for demolition services ("Agreement"), is made and entered into the \_\_\_ day of \_\_\_\_\_, 2015.

**RECITALS**

WHEREAS, on June 5, 2015 the City and Contractor entered into an Agreement to have the Contractor provide construction services related to demolition of 148 Los Angeles Avenue; and

WHEREAS, the City and Contractor now desire to amend the Agreement to increase the compensation for services to be performed by Contractor to include installation of fencing as noted in Exhibit D, attached hereto and incorporated herein, by converting the contingency to contract funding and increasing the amount from three thousand dollars (\$3,000.00) to three thousand nine-hundred eighty-seven dollars (\$3,987.00) for the additional fencing work, which will increase the total contract value from forty-three thousand five hundred fourteen dollars (\$43,514.00) to a total contract value of forty-four thousand five hundred one dollars (\$44,501.00) 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 second and third paragraphs in this section in their entirety as follows:

"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 Exhibits B and D.

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 forty-four thousand five hundred one dollars (\$44,501.00) as stated in Exhibits B and D, 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, by replacing the first paragraph in this section in its entirety as follows:

"The City agrees to pay Contractor monthly, in accordance with the terms and the schedule of payment as set forth in Exhibits B, C, 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 exceed forty-four thousand five hundred one dollars (\$44,501.00) as stated in Exhibits B and D, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.”

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

THE ADJUL CORPORATION  
dba Lee Construction Company

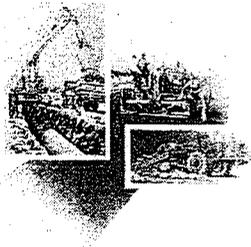
\_\_\_\_\_  
Steven Kueny  
City Manager

\_\_\_\_\_  
Richard L. Smith  
President

Attest:

\_\_\_\_\_  
Maureen Benson, City Clerk

# EXHIBIT D



## LEE CONSTRUCTION COMPANY

GENERAL ENGINEERING CONTRACTOR

4288 ADAM ROAD, SIMI VALLEY, CA 93063

7/30/2015

City of Moorpark  
799 Moorpark Avenue  
Moorpark, CA 93021

Attn: Jessica Sandifer

**Project: Demolition of 148 Los Angeles Avenue**

### Change Order Request No. 1

Per your request we are hereby submitting our change order request for additional Fence Work and Fence Rental.

Item No.	Description	Qty	Unit	Total
1	Cal State Temporary Site Service 7-20-2015 to 9-16-2015 Markup 15%			\$ 126.40 \$ 19.96 <u>\$ 145.36</u>
2	Republic Fence Co., Inc Provide and install 70' of 6" high galvanized chain link fence. Provide and install (1) 6' x 10' swing gate. Markup 10%			\$ 3,560.00 \$ 365.00 <u>\$ 3,840.72</u>
	<b>Total</b>			<b>\$ 3,986.08</b>