

Council Meeting of  
June 26, 2012

Honorable Mayor and Members  
of the City Council  
City Hall  
Torrance, California

Members of the Council:

**SUBJECT: Public Works – Approve agreement amendment for the Fiscal Year 2011-2012 Citywide Sidewalk Ramping and Grinding Program, I-109. Expenditure: \$25,000.**

### **RECOMMENDATION**

Recommendation of the Public Works Director that City Council approve an agreement amendment in the amount of \$25,000 to the public works agreement with Hardy and Harper, Inc., (C2011-151) for a new not-to-exceed amount of \$334,225 for the Fiscal Year 2011-2012 Citywide Sidewalk Ramping and Grinding Program, I-109.

### **Funding**

Funding is available from CIP I-109.

### **BACKGROUND**

The Citywide Sidewalk Ramping and Grinding Program was established to temporarily repair displacements (“uplifting”) of city sidewalks. The goal of this program is to temporarily maintain continuous walking surfaces until permanent repairs can be performed either by City crews or by another capital project.

In August 2011, Council awarded a 15-month term public works agreement (C2011-151) to Hardy and Harper, Inc. (“Harper”) for an amount of \$294,500 and authorized a 5% contingency for an amount of \$14,725. Harper performed services, as directed by City staff, until all initial funding was expended in spring, 2012.

In April 2012, Public Works executed a change order in the amount of \$14,725, using the 5% contingency, authorizing Harper to perform additional ramping/grinding services consistent with the scope of the contract.

The original Agreement funds and 5% contingency funds have now been expended. As such, an amendment to the existing agreement is required to add additional funding and additional ramping/grinding work.

**ANALYSIS**

There are additional areas of sidewalk throughout the City that require temporary repairs consistent with the scope of this project. The Citywide Sidewalk Ramping and Grinding Program has sufficient funding remaining to cover the costs associated with the additional needed repairs. Furthermore, the agreement with Harper does not expire until November 2012.

The City is satisfied with the work previously performed by Harper and staff recommends Harper perform the additional needed repairs as part of the existing Agreement. Accordingly, the Public Works Director recommends approval of an agreement amendment in the amount of \$25,000 to add funds to the existing agreement with Harper to perform the needed additional repairs.

Respectfully submitted,

ROBERT J. BESTE  
Public Works Director



By Craig Bilezerian  
Engineering Manager

CONCUR:



Robert J. Beste  
Public Works Director



LeRoy J. Jackson  
City Manager

Attachment: A: First Amendment to Agreement (C2011-151)

## FIRST AMENDMENT TO AGREEMENT (C2011-151)

This First Amendment to Agreement (C2011-151) is made and entered into as of \_\_\_\_\_, 2012, by and between the CITY OF TORRANCE ("CITY"), a municipal Corporation, and Hardy & Harper, Inc., a California corporation ("CONTRACTOR").

### RECITALS:

- A. CITY and CONTRACTOR entered into an Agreement as of August 16, 2011, whereby CONTRACTOR agreed to grind City sidewalk offsets, install new asphalt ramps, and patch damaged sidewalk as listed in its Bid attached as Exhibit A to the original agreement.
- B. The original Agreement was for an amount of \$294,500 with a 5% contingency for an amount of \$14,725.
- C. In April 2012, the CITY executed a change order in the amount of \$14,725, using the 5% contingency, authorizing CONTRACTOR to perform additional ramping/grinding services.
- D. The CITY is satisfied with the work performed by CONTRACTOR.
- E. The CITY wishes to continue these services and increase the Agreement Sum by \$25,000 for a new not to exceed amount of \$334,225.

### AGREEMENT:

- 1. Paragraph 3, subparagraph A, entitled "CONTRACTOR'S Fee," is amended to read in its entirety as follows:

"3. **COMPENSATION**

- A. CONTRACTOR 'S Fee.  
For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the CONTRACTOR's Bid; provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services contemplated by this Agreement, exceed the sum of \$334,225 ("Agreement Sum"), unless otherwise first approved in writing by CITY."
- 2. The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

3. In all other respects, the Agreement entered into as of August 16, 2011 between CITY and CONTRACTOR are ratified and reaffirmed and are in full force and effect.

CITY OF TORRANCE,  
A Municipal Corporation

Hardy & Harper, Inc.  
a California Corporation

By \_\_\_\_\_  
Frank Scotto, Mayor

By \_\_\_\_\_  
Steve Kirschner  
Vice President

ATTEST:

\_\_\_\_\_  
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

By \_\_\_\_\_