

**THIRD AMENDMENT
TO AGREEMENT BETWEEN THE
CITY OF CHULA VISTA
AND
SOUTHERN CALIFORNIA PRECISION CONCRETE, INC. TO PROVIDE
HORIZONTAL CONCRETE SLICING SERVICES**

This THIRD AMENDMENT (“Third Amendment”) is entered into effective as of January 19, 2021 “Effective Date” by and between the City of Chula Vista (“City”) and SOUTHERN CALIFORNIA PRECISION CONCRETE, INC. (“Contractor/Service Provider”) with reference to the following facts:

RECITALS

WHEREAS, on August 13, 2019, City and Contractor/Service Provider previously entered into 20-0528 - Attachment 1 - STL0443 2-party Agreement Amendment No. 3 “Original Agreement”; and

WHEREAS, on June 1, 2020, City and Contractor/Service Provider entered into a First Amendment to the Original Agreement (“First Amendment”) to allow reimbursement of costs authorized by the City outside of the Fixed Unit Prices in the Original Agreement, and allow the Contractor/Service Provider to substitute a "Horizontal Slicing" (Task No.1) location for "Report/Photo of "Not Found" Locations" (Task No. 2) as more specifically set forth therein; and

WHEREAS, on July 1, 2020, City and Contractor/Service Provider entered into the Second Amendment to the Original Agreement (“Second Amendment”) to resolve the anomalies discovered with the City's driveway apron locations as more specifically set forth therein. The Original Agreement, First Amendment, Second Amendment, and this Third Amendment may be collectively referred to herein as the “Agreement”; and

WHEREAS, City and Contractor/Service Provider now desire to again amend the Agreement to increase the maximum contract value from \$1,130,000 to \$1,510,000 and extend the term to April 1, 2022 allowing for the completion of the project scope as more specifically set forth below.

NOW, THEREFORE, in consideration of the above recitals and the mutual obligations of the parties set forth herein, City and Contractor/Service Provider agree as follows:

1. Exhibit A, entitled Amended and Restated Scope of Work and Payment Terms is hereby attached hereto and incorporated herein by this reference.
2. Except as expressly provided herein, all other terms and conditions of the Original Agreement, First Amendment, and Second Amendment shall remain in full force and effect.

3. Each party represents that it has full right, power and authority to execute this Third Amendment and to perform its obligations hereunder, without the need for any further action under its governing instruments, and the parties executing this Third Amendment on the behalf of such party are duly authorized agents with authority to do so.

**SIGNATURE PAGE TO THIRD
AMENDMENT
TO
20-0528 - ATTACHMENT 1 - STL0443 2-PARTY AGREEMENT AMENDMENT NO. 3**

SOUTHERN CALIFORNIA PRECISION CITY OF CHULA VISTA
CONCRETE, INC.

BY: _____
Kevin Yocum
Chief Operating Officer

BY: _____
MARIA KACHADOORIAN
CITY MANAGER

||

APPROVED AS TO FORM

BY: _____
GLEN R. GOOGINS
CITY ATTORNEY

EXHIBIT A
AMENDED AND RESTATED
SCOPE OF WORK AND PAYMENT TERMS

1. Contact People for Contract Administration and Legal Notice

A. City Contract Administration:
Gregory Tscherch, P.E., P.L.S.
276 Fourth Ave., Chula Vista, CA 91910
(619) 409-1974
gtscherch@chulavistaca.gov

For Legal Notice Copy to:
City of Chula Vista
City Attorney
276 Fourth Avenue, Chula Vista, CA 91910
619-691-5037
CityAttorney@chulavistaca.us

B. Contractor/Service Provider Contract Administration:
SOUTHERN CALIFORNIA PRECISION CONCRETE, INC.
320 State Place, Escondido, CA 92029
(760) 658-6116
kevin@pcctriphazardremoval.com

2. Required Services

A. General Description:

Contractor/Service Provider shall provide on-call horizontal concrete slicing services at the direction of the City Engineer in strict accordance with the Contract Documents, as identified below, all of which are incorporated into and made a part of this Agreement as if set forth in full:

1. The Agreement and all exhibits thereto, and any change orders, amendments, and supplemental agreements duly authorized and executed by authorized representatives of the City and Contractor/Service Provider.
2. All permits for the project.
3. The City of Chula Vista's Standard Special Provisions, Standard Special Provisions ("Greenbook"), Special Provisions, and Standard Plans.
4. All referenced technical special provisions, specifications, plans, and other reference materials for the project.
5. The Request for Proposals for the project dated May 3, 2019 and all attachments, exhibits, and

addendum thereto.

6. Contractor/Service Provider's bid documents submitted in response to the request for bid, and any postbid documentation submitted prior to the award of the project contract. |

B. Detailed Description:

The Contractor/Service Provider shall perform all on-call horizontal concrete slicing services under this Agreement in strict accordance with all laws/regulations and the Contract Documents. The City intends to assign to Contractor/Service Provider a specific scope of work for on-call horizontal concrete slicing services at periodic intervals on an as-needed basis (each a "Task Order"), as determined by City in its sole discretion. The City intends to assign Task Orders to Contractor/Service Provider utilizing the following process:

- City will provide the Contractor/Service Provider with a list and/or plats detailing the specific locations of repair;
- Contractor/Service Provider will perform horizontal slicing of heaving in sidewalk between 0.75" and 1.49" in differential height and in compliance with ADA requirements;
- Contractor/Service Provider will remove and clean up to the satisfaction of the City Engineer any and all existing asphalt and/or concrete ramping ("wedges") coincident with the heave repair prior to each slice;
- Contractor/Service Provider will report to the City each completed location, accompanied by "before and after" pictures of each heave repair;
- Contractor/Service Provider will report to the City each heave location included on the City-provided list and/or plats that is not found in the field after full inspection of the site within a reasonable distance from the identified location, not requiring a remobilization (minimum 50-foot radius), of the reported repair;
- In non-driveway apron locations where the Contractor/Service Provider finds a "Report/Photo of "Not Found" Locations" (Task No. 2) that no heaving exists, Contractor/Service Provider shall substitute such location with any additional unidentified location(s) eligible for a "Horizontal Slicing" (Task No.1) that fall within the height differential range of 0.75" and 1.49", and that are within a reasonable distance from the "Not Found" location but not less than a 50 foot radius for the "Not Found" location(s);

Under this scenario:

- 1) All additional slicing work shall be at the contract price for Task No. 1.
 - 2) If no additional slicing locations exists within a reasonable distance, the location will then fall under "Report/Photo of "Not Found" Locations" (Task No. 2).
 - 3) All non-driveway apron locations that are outside the range of 0.75" and 1.49" shall fall under "Report/Photo of "Not Found" Locations" (Task No. 2) if no additional locations are found within a reasonable distance.
 - 4) There will be no charge for remobilization.
 - 5) Contractor/Service Provider shall still report to the City on the original location(s) as a "Not Found" location;
- In driveway apron locations there are anomalies in the City's heave location data. The heave database appears to have incorrectly identified driveway apron locations with steep slopes as heaves. To address these anomalies, provide better value for services rendered and efficiency to the Contractor, when the Contractor/Service Provider finds a "Report/Photo of "Not Found"

Locations" (Task No. 2) at a driveway apron location that no heaving exists, Contractor/Service Provider shall not charge the City for "Report/Photo of "Not Found" Locations" (Task No. 2);

Under this scenario:

- 1) All additional slicing work shall be at the contract price for Task No. 1.
- 2) Contractor/Service Provider shall substitute such location with any additional unidentified location(s) eligible for a "Horizontal Slicing" (Task No.1) that fall within the height differential range of 0.75" and 1.49", and that are within a reasonable distance from the "Not Found" location.
- 3) Contractor/Service Provider shall not charge the City for locations that are found to be "Report/Photo of "Not Found" Locations" (Task No. 2) and that are located between the driveway apron and the adjacent panel in each direction.
- 4) There will be no charge for remobilization.
- 5) Contractor/Service Provider shall still report to the City on the original location(s) as a "Not Found" location.

- Other related duties as assigned.

Contractor/Service Provider acknowledges and agrees that the City may deviate from the above process if it determines, in City's sole discretion, that a different process will be more efficient or otherwise beneficial to completion of the Required Services. |

3. Term: In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin |August 13, 2019| and end on |April 1, 2022| for completion of all Required Services.

4. Compensation: |

A. Form of Compensation|

| Fixed Unit Price. For the completion of each Deliverable of the Required Services, as identified in section 2.B., above, City shall pay the fixed unit price associated with each Deliverable, in the amounts set forth below:

Task No.	Deliverable	Unit	Unit Price
1	Horizontal Slicing	SF	\$50.00
2	Report/Photo of "Not Found" Locations	EA	\$100.00

B. Reimbursement of Costs

Invoiced or agreed-upon amounts as follows:

For the cost of out of pocket expenses incurred by Contractor/Service Provider in the performance of services herein required, City shall pay Contractor/Service Provider at the rates or amounts set forth below:

Outside Services (City-Approved)	Cost Plus 10%
Other Actual Identifiable City-Approved Direct Costs	Cost Plus 10%

Notwithstanding the foregoing, the maximum amount to be paid to the Contractor/Service Provider for services performed through [August 12, 2021] shall not exceed [\$1,510,000].

5. Special Provisions:

Permitted Sub-Contractor/Service Providers: “None”

Security for Performance: Contractor/Service Provider shall procure Performance and Labor and Material Bonds for the Required Services. Such bonds are to be issued by a Surety authorized to transact such business in the State of California and listed as approved by the United States Department of Treasury Circular 570 with an underwriting limitation sufficient to issue bonds in the amount required by the Agreement. Approved entities are listed on the United States Department of Treasury’s website -www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570.htm. Any renewal certificates required during the course of the Agreement must be renewed and received by the City within fifteen (15) days prior to expiration and must meet the same criteria. No substitutions shall be allowed.

DIR/Prevailing Wages. Contractor/Service Provider and its subcontractors of every tier shall comply with all Federal and State law prevailing wage requirements for all persons employed to perform the Required Services, including but not limited to payment of prevailing wages at the specified rates. The prevailing wage rates are determined by the Department of Industrial Relations (DIR) and are available at the City and on the DIR’s website.

Prior to commencing the Required Services, the Contractor/Service Provider shall provide the City with a list of its subcontractors and the classifications and wages of workers that will be employed to perform the Required Services. If Contractor/Service Provider desires to modify the list during the term of the Agreement, Contractor/Service Provider shall immediately provide an updated list to the City. To verify compliance with State prevailing wage requirements, Contractor/Service Provider shall be registered with the DIR’s online registration of contractors and shall furnish and submit certified payrolls and other required documentation directly to the DIR. Contractor/Service Provider and its subcontractors of every tier shall comply with all requirements of Labor Code section 1776.

This Agreement is subject to compliance monitoring and enforcement by the DIR pursuant to Labor Code section 1771.4.

In addition to Federal and State law prevailing wage requirements, Contractor/Service Provider shall also comply with the following in its performance of the Required Services:

- Labor Code 1810: Hours in legal day’s work;
- Labor Code 1813: Penalty for exceeding legal day’s work; and

- Labor Code 1815: One and one-half time rate of pay.

Contractor/Service Provider acknowledges and agrees that a failure to comply with any requirements of this section authorizes the City to withhold payments under the Agreement. Nothing contained in, or not contained in, this section shall be construed to in any way limit Contractor/Service Provider's obligations to comply with any applicable Federal, State, or local law or regulation.

Employment of Apprentices

Contractor/Service Provider and its subcontractors of every tier shall comply with all requirements for employment of apprentices as provided by any applicable law or regulation, including but not limited to Labor Code sections 1777.5, 1777.6, and 1777.7. Information regarding apprenticeship standards, wage schedules, and other requirements may be obtained from the DIR.

Non-Collusion Affidavit. Prior to commencing the Required Services, Contractor/Service Provider shall provide a fully executed and properly notarized Non-Collusion Affidavit, in the form attached hereto and incorporated herein as Exhibit D.

Workers' Compensation Insurance Declaration. Prior to commencing the Required Services, Contractor/Service Provider shall provide a fully executed and properly notarized Workers' Compensation Insurance Declaration, in the form attached hereto and incorporated herein as Exhibit E. |