

**THIRD AMENDMENT TO THE
SERVICES CONTRACT AGREEMENT**

**BETWEEN THE CITY OF RIALTO
AND
HARDY & HARPER, INC**

1. PARTIES AND DATE.

This Third Amendment to the Services Contract Agreement (“Third Amendment”) is made and entered into this *September 24, 2019* by and between the City of Rialto (“City”) and *Hardy & Harper, Inc* (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Third Amendment.

2. RECITALS.

2.1 Agreement. City and Contractor entered into that certain Services Contract Agreement dated *March 14, 2017* (“Agreement”), whereby Contractor agreed to provide *On-Call Trench Paving* services to the City in the amount of \$189,575 for Fiscal Year 2016/2017 and \$250,000 for Fiscal Year 2017/2018 for a total agreement contract amount of \$439,575.

2.2 Amendment. City and Contractor entered into that certain First Amendment to the Agreement dated August 14, 2018 to provide for On-Call Permanent Trench Paving for Fiscal Year 2019/2020 in the amount of \$165,000 for a cumulative contract amount of \$604,575.

2.3 Amendment. City and Contractor entered into that certain Second Amendment to the Agreement dated January 22, 2019 to provide for On-Call Permanent Trench Paving in the amount of \$100,000 to aid in emergency pothole repairs caused by excessive rainfall conditions. The cumulative total after the second amendment is \$704,575.

2.4 Amendment. City and Contractor desire to amend the Services Contract Agreement for the third time for On-Call Permanent Trench Paving for Fiscal Year 2019/2020.

3. TERMS.

3.1 Term. Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Term. The term of this Agreement shall begin on July 1, 2019 and terminate on June 30, 2020, (with the right to extend the Agreement for one (1) additional one (1) year term unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this

Agreement, and shall meet any other established schedules and deadlines."

3.2 Compensation. Section 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered during any additional term(s) under this Agreement. The total compensation shall not exceed \$180,000.00 (*One Hundred Eighty Thousand Dollars and No Cents*) during a fiscal year, without written approval of the City Council. Extra work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. The cumulative contract amount including the Third Amendment is \$884,575."

3.3 Continuing Effect of Agreement. Except as amended by this Third Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Third Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Third Amendment.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Third Amendment.

3.5 Counterparts. This Third Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

3.6 Conflict of Interest. Pursuant to Rialto Municipal Code section 2.48.145, Contractor represents that it has disclosed whether it or its officers or employees is related to any officer or employee of the City by blood or marriage within the third degree which would subject such officer or employee to the prohibition of California Government Sections 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090. To this end, by approving this Agreement, Contractor attests under penalty of perjury, personally and on behalf of Contractor, as well its officers, representatives, that it/they have no relationship, as described above, or financial interests, as such term is defined in California Government Section 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090, with any City of Rialto elected or appointed official or employee, except as specifically disclosed to the City in writing.

3.7 Corporate Authority. The persons executing this Third Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Third Amendment on behalf of said party, (iii) by so executing this Third Amendment, such party is formally bound to the

provisions of this Third Amendment and (iv) the entering into this First Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF RIALTO

HARDY & HARPER, INC

By: _____
Deborah Robertson
Mayor

By: _____
Signature

Printed Name/Title

Attest:

By: _____
Barbara McGee
City Clerk

By: _____
Signature

Printed Name/Title

Approved as to Form:

Two signatures are required if a corporation.

By: _____
Fred Galante, Esq.
City Attorney

AMENDED UNIT PRICING WITH 2.9% CPI

ON-CALL PERMANENT TRENCH PAVING WORK						
City Project No. 170809 RFB No. 17-050						
Fiscal Year 2019/2020 PRICING						
BID ITEM	DESCRIPTION	QUANTITY	UNIT	Hardy and Harper		
				UNIT PRICE	2.9% CPI	TOTAL
1	Initial Mobilization (By Task Order)	8	EA	\$ 1,300.00	\$37.70	\$ 1,337.70
2	Traffic Control (By Individual patch location - for Local Street)	120	EA	\$ 90.00	\$2.61	\$ 92.61
3	Traffic Control (By Individual patch - for an Arterial Street)	20	EA	\$ 350.00	\$10.15	\$ 1,430.31
4	Construct - Pavement Repair, Including Remove and Dispose Temporary AC Pavement, Furnish and Place Minimum 4" Asphalt Concrete	1,500	SF	\$ 17.00	\$0.49	\$ 17.49
5	Construct - Pavement Repair, Including Remove and Dispose Temporary AC Pavement, Furnish and Place Minimum 5" Asphalt Concrete	1,500	SF	\$ 18.50	\$0.54	\$ 19.04
6	Construct - Pavement Repair, Including Remove and Dispose Temporary AC Pavement, Furnish and Place Minimum 6" Asphalt Concrete	3,000	SF	\$ 21.30	\$0.62	\$ 36.53
7	ELIMINATED					
8	Construct 4" Thermoplastic continuous pavement stripe	2,000	LF	\$ 1.50	\$0.04	\$ 1.54
9	Construct 4" paint w/ glass beads continuous pavement stripe	2,000	LF	\$ 1.00	\$0.03	\$ 1.03
10	Construct 12" Thermoplastic continuous pavement stripe	1,000	LF	\$ 3.80	\$0.11	\$ 2.57
11	Construct 12" paint w/glass beads continuous pavement stripe	500	LF	\$ 2.50	\$0.07	\$ 2.57
12	Construct Thermoplastic Pavement Markings	2,000	SF	\$ 7.50	\$0.22	\$ 7.72
13	Construct paint w/ glass beads Pavement Markings	1,000	SF	\$ 5.60	\$0.16	\$ 10.29