Recommended Action:

1. Approve a First Amendment to the Agreement with Roy Allan Slurry Seal for the FY18-19 Slurry Seal and Rehabilitation project that increases the contract amount by $140,000 for a total authorization amount of $949,464.53; and
2. Authorize the City Manager to execute the First Amendment to the Agreement.

Fiscal Impact:

The Moulton Niguel Water District (MNWD) will reimburse the City up to $140,000.00 for adjusting their sewer manholes and water valves. The cost for the adjustment of the storm drain manholes will be paid from Gas Tax funds.

Background:

On March 20, 2019, City Council approved a construction contract with Roy Allan Slurry Seal, Inc for the FY18-19 Slurry Seal and Rehabilitation Project in the amount of $809,464.53.

Discussion:

During the course of construction additional storm drain manholes, water valves, and sewer manholes needed to be adjusted to match the final street grade. The streets within the FY18-19 Slurry Seal and Rehabilitation Project have received several cycles of slurry seals over the years and many of the utilities were below the finished surface of the street after the slurry seal was applied. There were also several utilities that were covered by the asphalt that needed to be exposed.
Shaun S. Pelletier
City Engineer

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL

David A. Doyle
City Manager

Attachment: Contract Amendment with Roy Allan Slurry Seal, Inc.
CITY OF ALISO VIEJO

FIRST AMENDMENT TO
CONTRACT FOR FY 18-19 SLURRY SEAL AND REHABILITATION

1. PARTIES AND DATE.

This First Amendment to the Agreement for **FY 18-19 Slurry Seal and Rehabilitation** ("First Amendment") is entered into on the ___ day of ________, 20__, by and between the City of Aliso Viejo (hereinafter referred to as the "City") and Roy Allan Slurry Seal, Inc., a **corporation** (hereinafter referred to as the "Contractor"). City and Contractor are sometimes collectively referred to herein as the "Parties."

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Contract for FY 18-19 Slurry Seal and Rehabilitation dated March 20, 2019 ("Contract").

2.2 First Amendment. The Parties now desire to amend the Contract in order to increase the total compensation under the Contract.

3. TERMS.

3.1 Term. Term is remaining the same as the Contract.

3.2 Scope of Services. The Contract scope is not amended.

3.3 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this First Amendment at the rates set forth in the Contract. The total compensation for the Services provided pursuant to this First Amendment shall not exceed **One Hundred Forty Thousand Dollars ($140,000)** without written approval of the City Manager. The total compensation for the Services provided pursuant to the Original Contract and this First Amendment shall not exceed **Nine Hundred Forty-Nine Thousand Four Hundred Sixty-Four and 53/100 Dollars ($949,464.53)**.

3.4 Declaration of Political Contributions. Prior to the City’s approval of this Amendment, Consultant shall submit to City a statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Consultant and all of Consultant's employees, including any employee(s) that Consultant intends to assign to perform the Services described in this Agreement.

3.5 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Contract for FY 18-19 Slurry Seal and Rehabilitation on this ___ day of __________, 20__. 
CITY OF ALISO VIEJO

By: ________________________________
    David A. Doyle
    City Manager

Attest:

By: ________________________________
    Mitzi Ortiz, MMC
    City Clerk

Approved as to Form:

By: ________________________________
    Best Best & Krieger LLP
    City Attorney

ROY ALLAN SLURRY SEAL

By: ________________________________
    Lawrence Allan, President

By: ________________________________
    Lawrence Allan, Secretary

Approved as to Compliance with Budget:

By: ________________________________
    Gina Tharani
    Director of Financial Services
CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

Using the space provided below, please list any political contributions of money, in-kind services, or loans made to any member of the City Council within the last twelve (12) months by Consultant and all of Consultant’s employees, including any employee(s) that applicant intends to assign to perform the work or services described in this Agreement:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

City/County/State               Date

Name of Business               Print Name

Signature

NOTE: THIS DECLARATION IS INCLUDED AS PART OF THE AGREEMENT AND MUST BE SIGNED AND ATTACHED HERETO.
CITY OF ALISO VIEJO

ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY

I hereby acknowledge that I have received a copy of the City's "Fraud Prevention Policy" dated October 1, 2008. I understand that I am to promptly read its contents and distribute copies to employees assigned to perform Services for the City of Aliso Viejo.

To the extent that provisions of this policy conflict with previously issued policies or practices, whether or not such policies and practices were contained in written policies, this policy shall prevail.

Name of Business

Print Name

Signature

Date