

BLUE FOLDER ITEM

Blue folder items are additional back up material to administrative reports and/or public comments received after the printing and distribution of the agenda packet for receive and file.

CITY COUNCIL MEETING April 13, 2021

- H.6 APPROVE FIRST AMENDMENT WITH JOHN S. MEEKS COMPANY, INC. FOR A COMPANY NAME CHANGE TO JILK HEAVY CONSTRUCTION, INC. WITH THREE ADDITIONAL YEARS AND \$600,000 OF ADDITIONAL FUNDING FOR ON-CALL REPAIR SERVICES FOR THE MUNICIPAL AND SPORT FISHING PIERS FOR A TOTAL CONTRACT NOT TO EXCEED AMOUNT OF \$1,909,000 EXTENDING THE TERM TO JULY 17, 2025**

CONTACT:

TED SEMAAN, PUBLIC WORKS DIRECTOR

ATTACHED IS FIRST AMENDMENT REVISION #2 REPLACING AMENDMENT PROVIDED WHICH CORRECTS THE WORD "CONSULTING" TO "PROJECT" IN THE FIRST WHEREAS STATEMENT REGARDING ITEM H.6.

**FIRST AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND JOHN S. MEEK COMPANY, INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("First Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and John S. Meek Company, Inc., a California Corporation ("Contractor" or "Consultant").

WHEREAS, on July 18, 2017, the parties entered into the Agreement for Project Services between the City and Contractor (the "Agreement"); and

WHEREAS, on August 16, 2019, Contractor filed a Certificate of Amendment of Articles of Incorporation with the Secretary of State changing its name to Jilk Heavy Construction, Inc., a California corporation; and

WHEREAS, the parties desire to extend the term and increase the amount of compensation paid to Contractor; and

WHEREAS, the parties desire to amend the Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Agreement:

1. Modification of Terms. All references to "John S. Meek Company, Inc." in the Agreement and any amendments thereto are hereby replaced with "Jilk Heavy Construction, Inc."
2. Schedule for Completion. Exhibit "B" of the Agreement is hereby amended to add Exhibit "B-1", which extends the Agreement to July 17, 2025. Exhibit "B-1" is attached hereto and incorporated by reference. Contractor shall continue and complete all services described in Exhibits "A" of the Agreement in accordance with the schedule set forth in Exhibit "B-1".
3. Compensation. Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1" to provide a new rate schedule, and increase the Contractor's compensation limit by \$600,000 for a total limit of \$1,909,000. Exhibit "C-1" is attached hereto and incorporated by reference. Contractor shall be compensated for the services described in Exhibit "A".
4. No Other Amendments. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement and this First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement and the First Amendment, the terms of this First Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 13th day of April, 2021.

CITY OF REDONDO BEACH
a chartered municipal corporation

JILK HEAVY CONSTRUCTION, INC.,
a California corporation

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT “B-1”

SCHEDULE FOR COMPLETION

TERM: The term of this Agreement shall be extended to July 17, 2025 (“Term”), unless otherwise terminated as herein provided.

EXHIBIT "C-1"

COMPENSATION

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as provided below.

A. **AMOUNT.** Contractor shall be paid in accordance with the attached schedule subject to the following caps.

1. Annual Cap. The rates may be increased every July 1st; provided however that the rates are subject to an annual maximum increment cap of 5%.
2. Markup Cap. Third party equipment rental and material costs shall be capped at a maximum 15% markup above the cost. All other direct costs shall be capped at a maximum 10% markup above the cost.

Notwithstanding the foregoing, the total amount paid to Contractor, including all expenses for materials, labor, shipping, tax, and travel, shall not exceed the following amounts for each task.

Task	Not to Exceed Amount
Task 1	\$324,000
Task 2: FY 2017/2018	\$185,000
Task 2: FY 2018/2019	\$200,000
Task 2: FY 2019/2020	\$200,000
Task 2: FY 2020/2021	\$200,000
Task 2: FY 2021/2022	\$200,000
Task 2: FY 2022/2023	\$200,000
Task 2: FY 2023/2024	\$200,000
Task 2: FY 2024/2025	\$200,000
Total	\$1,909,000

3. **METHOD OF PAYMENT.** Contractor shall submit two hard copies of the invoice. Invoices must provide descriptions of staff, applicable hourly rate, hours, dates of service, and services performed during the prior month. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.

4. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within thirty (30) days of receipt of the monthly invoice, provided however, the task or portion thereof is completed to City's reasonable satisfaction.
5. **NOTICES.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor: Jilk Heavy Construction, Inc.
500 S. Kraemer Blvd., Suite 380
Brea, CA 92821
Attention: Jim Jilk

City: City of Redondo Beach
Public Works Department, Engineering Division
415 Diamond St.
Redondo Beach, CA 90277
Attention: Andrew Winje

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.



Jilk Heavy Construction, Inc.
 500 S. Kraemer Blvd., Suite 380
 Brea, CA 92821-6779
 TEL: (310) 830-6323
 FAX: (310) 835-2163
 E-Mail: general@jilkhc.com

Jilk Heavy Construction, Inc.
 STANDARD RATES 7/1/2020 - 6/30/2021

	STRAIGHT TIME	TIME AND 1/2	DOUBLE TIME
GEN. FOREMAN	150.00	188.00	226.00
FOREMAN	136.50	172.50	208.50
JOURNEYMAN	124.50	157.00	189.50
APPRENTICE	101.00	126.00	151.00
OPERATOR	149.50	190.00	230.50
OILER	143.00	181.00	219.00
RIG WELDER (INCL MACH/SUPP)	172.80	209.30	245.80

4 Man Dive Crew is \$5,925.00 per 8 hour shift and \$825.00 per hour overtime.

EQUIPMENT RATES:

RATES INCLUDE MAINTENANCE, FUEL, INSURANCE AND MARK-UP

10 to 49 TON CONVENTIONAL CRANE	\$135.00/HOUR (UNOPERATED)
50 TON CONVENTIONAL CRANE	140.00/HOUR (UNOPERATED)
90 TON CONVENTIONAL CRANE	165.00/HOUR (UNOPERATED)
100 TON CONVENTIONAL CRANE	180.00/HOUR (UNOPERATED)
140 TON CONVENTIONAL CRANE	225.00/HOUR (UNOPERATED)
30 TON RT CRANE	78.00/HOUR (UNOPERATED)
8-17.5 TON BOOM TRUCK	85.00/HOUR (UNOPERATED)
980 WHEEL LOADER	175.00/HOUR (UNOPERATED)
966 WHEEL LOADER	135.00/HOUR (UNOPERATED)
10K-18K FORKLIFT	70.00/HOUR (UNOPERATED)
TELEHANDLER (REACH FORKLIFT)	76.00/HOUR (UNOPERATED)
BACKHOE	65.00/HOUR (UNOPERATED)
16/32 DELMAG HAMMER	110.00/HOUR
30/32 DELMAG HAMMER	135.00/HOUR
DRILL AUGER (W/POWER PACK)	111.00/HOUR
VIBRATORY HAMMER (W/POWER PACK)	130.00/HOUR
FLAT BED TRUCK	52.00/HOUR
PICK UP TRUCK	25.00/HOUR
AIR COMPRESSOR	33.00/HOUR
CHAIN SAW	75.00/DAY
JACK HAMMER (CHIPPING GUN)	55.00/DAY
AIR DRILL	65.00/DAY
TORCH	70.00/DAY
VIBRATOR	80.00/DAY
WHACKER/TAMPER	110.00/DAY
2" WATER PUMP	75.00/DAY
GENERATOR	100.00/DAY

General Contractor • Bridge • Civil • Marine • Pile Driving • Shoring
 CSLB#: 709151 AB HAZ DIR#: 1000002928



