

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR
ON-CALL ASPHALT PAVEMENT REPAIRS WITH
HARDY AND HARPER, INC.**

THIS SECOND AMENDMENT TO AGREEMENT (“Second Amendment”) is made and entered into as of October 14, 2024 between the City of Upland, a municipal corporation (“City”) and Hardy and Harper Inc. a California corporation (“Contractor”). City and Contractor are sometimes referred to herein individually as a “Party” and collectively as “Parties.”

RECITALS

A. WHEREAS, the City and Contractor have entered into an agreement, dated July 26, 2021, for On-Call Asphalt Pavement Repairs (the “Original Agreement”).

B. WHEREAS, the Parties entered into the First Amendment to the Original Agreement on December 13, 2021 (“First Amendment”) (collectively, the Original Agreement and the First Amendment are referred to hereafter as the “Agreement”).

B. WHEREAS, the Parties now desire to enter into an amendment to the Agreement in order to extend the Term of the Agreement by one year, and to specify the payment for services for the Extended Term, as that term is defined hereafter..

NOW, THEREFORE, in consideration of the mutual promises and undertakings of the Parties hereinafter set forth, the Parties mutually agree as follows:

AMENDMENT

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. Amendment to Section 5 - Payment. Section 5 entitled “ Payment”, of the Agreement is amended to read as follows.

5. PAYMENT

a. The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth Required Documents with RFP Response Document Description (On-Call Asphalt Pavement Repairs), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in (ON-Call Asphalt Pavement Repairs) other than the scope of work to be performed, payment rates and schedule of payment are deemed not to be part of this Agreement. The total not-to-exceed amount for the Extended Term of this Agreement shall not exceed \$200,000 unless additional payment is approved as provided in this Agreement.

b. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Manager and the Contractor at the time City's written authorization is given to Contractor for the performance of said services.

c. Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it shall give written notice to Contractor within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

3. Term Extension. The Agreement is hereby extended for an additional one-year term, commencing on July 27, 2024, and ending on July 26, 2025 (the "Extended Term"), under the same terms and conditions, unless further modified by mutual written agreement of the Parties.

4. Full Force. Except as amended by this Second Amendment, all provisions of the Original Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Second Amendment.

5. Electronic Transmission. A manually signed copy of this Second Amendment which is transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Second Amendment for all purposes.

6. Counterparts. This Second Amendment may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR
SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR ON-
CALL ASPHALT PAVEMENT REPAIRS WITH HARDY AND HARPER, INC.**

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment on the Effective Date first herein above written.

CITY OF UPLAND
a California municipal corporation

CONTRACTOR
Hardy and Harper, Inc.
31 Rancho Circle
Lake Forest, CA 92630

DocuSigned by:
Michael Blay
ED20F8DCC3FF48A...

Michael Blay, City Manager

DocuSigned by:
Michael Amundson
116367CE9BA4468...
By: _____
Name: Michael Amundson

Title: Vice President

Attest:

DocuSigned by:
Keri Johnson
F421ABF85BE347A...

Keri Johnson, City Clerk

Signed by:
Kristen Paulino
47074ABF85BE47B...
By: _____
Name: Kristen Paulino

Title: Corporat Secretary/CFO

Approved As to Legal Form:

Signed by:
Stephen Deitsch
9326570F6DD648E...

Stephen Deitsch, City Attorney

EXHIBIT A-1

ADDITIONAL SERVICES/SCHEDULE OF CHARGES

[ATTACHED]

July 29, 2024

EXHIBIT 'A'
FEE SCHEDULE

On-Call Asphalt Repair – Standard Pricing
(includes all Labor, Equipment, Materials & Disposal Costs)

Equipment Breakdown (w/o Labor)	Daily Rate
Flat Bed Truck w/ Compressor Mount	330.00
Bob-Tail Truck 9-11 Yards	320.00
Concrete Flat Bed Truck	300.00
Dump Truck 9-11 Yards	350.00
Air Compressor	160.00
Water Truck	320.00
Skip Loader (incl trailer)	350.00
Flat Bed Truck w/ 3-5 ton roller combo	670.00
Dump Truck w/ Skip Loader & Trailer combo	700.00
10-12 Ton Roller (incl trailer)	620.00
3-5 Ton Roller (incl trailer)	370.00
Berm Machine (min. charge)	1,500.00
Bobcat w/ bucket	250.00
Bobcat w/ grinder	310.00

Materials	Unit	Cost
Asphalt (D2-PG 64-10 Mix) in accordance with SSPWC Subsections 203-6 "Asphalt Concrete" and 302-5 "Asphalt Concrete Pavement"	TON	95.00
Asphalt (C2-PG 64-10 Mix) in accordance with SSPWC Subsections 203-6 "Asphalt Concrete" and 302-5 "Asphalt Concrete Pavement"	TON	92.00
Asphalt Plant Opening on Saturday	EA	1,000.00
Crushed Aggregate Base (CAB) per SSPWC Section 200-2.2	CY	25.00
Crushed Miscellaneous Base (CMB) per SSPWC Section 200-2.4. Note: Processed Miscellaneous Base will NOT be allowed.	CY	15.00
Tack Coat Material Grade SS-1h per SSPWC Subsection 302-5.4	SF	1.00
Concrete (3 - 10 C.Y.)	CY	195.00
Short Load Charge (less than 3 C.Y.)	EA	700.00

EXHIBIT 'A'
FEE SCHEDULE

On-Call Asphalt Repair – Standard Pricing
(includes all Labor, Equipment, Materials & Disposal Costs)

	Asphalt 4" thick - Remove and Replace (includes sawcut/grind, tack coat, 95% compaction)	Unit	Unit Price
1	0 – 500	SF	13.50
2	501 – 2,000	SF	10.00
3	2,001 – 5,000	SF	7.00
4	5,001 – 15,000	SF	4.50
5	15,001 – 30,000	SF	3.50
	Asphalt 6" thick - Remove and Replace in 2 Lifts (includes saw-cut/grind, tack coat, 95% compaction)	Unit	Unit Price
1	0 – 500	SF	17.00
2	501 – 2,000	SF	11.75
3	2,001 – 5,000	SF	9.25
4	5,001 – 15,000	SF	5.75
5	15,001 – 30,000	SF	4.75
	6" Asphalt Berm - Machine	Unit	Unit Price
1	0 – 500	LF	12.00
2	501 – 1,000	LF	11.00
	8" Asphalt Berm - Machine	Unit	Unit Price
1	0 – 500	LF	13.00
2	501 – 1,000	LF	12.00
	"T-Cut" Asphalt Grinding – 0.12' Depth w/ 0.12' AC Overlay	Unit	Unit Price
1	0 – 500	SF	9.50
2	501 – 2,500	SF	4.50
3	2,501 – 5,000	SF	3.25

EXHIBIT 'A'
FEE SCHEDULE

On-Call Asphalt Repair – Standard Pricing
(includes all Labor, Equipment, Materials & Disposal Costs)

	Striping (Two Coats Paint)	Unit	Unit Price
1	4-inch White Stripe	LF	1 . 15
2	6-inch White Stripe	LF	1 . 45
3	8-inch White Stripe	LF	1 . 75
4	4-inch Yellow Stripe	LF	1 . 15
5	4-inch Double Yellow Stripe	LF	2 . 30
	Striping (Thermoplastic) per Caltrans Std.	Unit	Unit Price
1	12-inch White Cross-Walk	SF	5 . 00
2	12-inch White "Ladder Style" Cross-Walk	SF	5 . 00
3	12-inch Yellow Cross-Walk	SF	5 . 00
4	12-inch Yellow "Ladder Style" Cross-Walk	SF	5 . 00
5	12-inch White Stop Bar	SF	5 . 00
6	Pavement Legend (Arrows, Speed Limit Markings)	EA	200 . 00
7	Pavement Legend ("STOP")	EA	300 . 00
8	Pavement Legend ("STOP AHEAD")	EA	300 . 00
9	Pavement Legend ("KEEP CLEAR")	EA	300 . 00
10	Pavement Legend ("SIGNAL AHEAD")	EA	350 . 00
11	Pavement Legend ("SLOW SCHOOL XING")	EA	400 . 00
12	Pavement Legend (Railroad Crossing Symbol)	EA	200 . 00
13	Pavement Legend (Bike Lane Symbol)	EA	200 . 00
	AC cap over existing (Skin patch) (1"- 1.25" nominal thickness)	Unit	Unit Price
1	0 – 1,000	SF	11 . 50
2	1,001 – 5,000	SF	9 . 50
3	5,001 – 10,000	SF	7 . 50
4	10,001 + S.F.	SF	5 . 50
	Slurry Seal – Type 1	Unit	Unit Price

1	0 – 1,000	SF	5 . 15
2	1,001 – 5,000	SF	2 . 85
3	5,001 – 10,000	SF	1 . 45
4	10,001 + S.F.	SF	. 65
	Slurry Seal – Type 2	Unit	Unit Price
1	0 – 1,000	SF	5 . 15
2	1,001 – 5,000	SF	2 . 90
3	5,001 – 10,000	SF	1 . 50
4	10,001 + S.F.	SF	. 75