



City Clerk Document No. \_\_\_\_\_

City Council Meeting Date: December 9, 2021

**AMENDMENT TO CITY OF CHANDLER AGREEMENT  
CONCRETE REPAIR MAINTENANCE  
CITY OF CHANDLER AGREEMENT NO. PW0-745-4122**

THIS AMENDMENT NO. 2 is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Vincon Engineering Construction, LLC (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made \_\_\_\_\_, 2021 (Effective Date).

**RECITALS**

WHEREAS, the Parties entered into an agreement for concrete repair services (Agreement); and

WHEREAS, the term of the Agreement was January 1, 2020, through December 31, 2020, with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to exercise the second option through this Amendment No. 2 to extend the Agreement for one year.

**AGREEMENT**

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.
2. Section III, Period of Service is amended to read as follows: The Agreement is extended for a one-year period January 1, 2022, through December 31, 2022.
3. Section IV, Payment of Compensation and Fees is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit B of the original Agreement, attached to and made a part of this Amendment No. 2. Total payments made to the Contractor during the term of this Amendment No. 2 will not exceed \$4,000,000.

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 2 and the Agreement, the terms and conditions in this Amendment No. 2 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

**FOR THE CITY**

By: \_\_\_\_\_

Its: Mayor

**FOR THE CONTRACTOR**

By: Troy Colby

Troy colby  
Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney *JMB*

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**EXHIBIT B TO AGREEMENT  
REVISED COMPENSATION AND FEES  
REVISED PRICING**

- **\*Price includes all taxes.**
- **\*\*Quantities are listed as estimates ONLY and are NOT guaranteed.**

| <b>Item No.</b> | <b>Description</b>                                                                                                                                     | <b>Qty</b> | <b>Unit</b> | <b>Unit Price</b> |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|-------------------|
| <b>1</b>        | Saw cut, Remove and Dispose of all concrete and asphalt from curb ramps, driveways, alley entrances, sidewalks, and valley gutters or concrete aprons. | 555,000    | SF          | \$1.64            |
| <b>2</b>        | Saw cut, Remove and Dispose of concrete curb and gutter or median curb                                                                                 | 25,000     | LF          | \$7.22            |
| <b>3</b>        | Sidewalk per MAG Detail 230                                                                                                                            | 95,000     | SF          | \$4.08            |
| <b>4</b>        | Curb & Gutter, Median Curb per MAG Detail 220-1, 220-2, 221, 222, or 223                                                                               | 30,000     | LF          | \$21.68           |
| <b>5</b>        | Asphalt Patch Back, 2 feet wide minimum                                                                                                                | 55,750     | SF          | \$6.87            |
| <b>6</b>        | Horizontal Curb Cut                                                                                                                                    | 100        | LF          | \$9.00            |
| <b>7</b>        | ADA Truncated Domes per MAG Detail 234                                                                                                                 | 7,500      | SF          | \$21.00           |
| <b>8</b>        | Curb Ramps Either/Or per MAG Details (236-1, 236-2, 236-3, 236-4) Single or Two Singles Creating a Dual                                                | 400        | EA          | \$943.11          |
| <b>9</b>        | Curb Ramp per MAG Details (237-1, 237-2, 236-3) Single                                                                                                 | 135        | EA          | \$943.11          |
| <b>10</b>       | Curb Ramp per MAG Detail 236-5 (modified single) (blended transition                                                                                   | 15         | EA          | \$1414.12         |
| <b>11</b>       | Curb Ramps Either/or per MAG Details ( 238-1, 238-2, 238-3)                                                                                            | 45         | EA          | \$898.93          |
| <b>12</b>       | Valley Gutters per MAG Detail 240                                                                                                                      | 11,000     | SF          | \$6.87            |
| <b>13</b>       | Concrete Apron per MAG Detail 240                                                                                                                      | 100,000    | SF          | \$7.86            |
| <b>14</b>       | Driveway or Alley Entrance per MAG Detail 260                                                                                                          | 100,000    | SF          | \$5.13            |
| <b>15</b>       | Residential driveway (walk behind) per MAG Detail 250-2, 4" thick                                                                                      | 3,000      | SF          | \$3.97            |
| <b>16</b>       | Commercial Driveway per MAG Detail 250-1, 6" Thick                                                                                                     | 30,000     | SF          | \$5.96            |
| <b>17</b>       | Commercial driveway (walk behind) per MAG Detail 250-2, 6" thick                                                                                       | 3,000      | SF          | \$5.52            |

|           |                                                                                                                                 |       |     |              |
|-----------|---------------------------------------------------------------------------------------------------------------------------------|-------|-----|--------------|
| <b>18</b> | Return Style Driveways per MAG Detail 251                                                                                       | 3,000 | SF  | \$5.52       |
| <b>19</b> | Bus Shelter Pad per COC Detail C-230, 4" Thick                                                                                  | 5,000 | SF  | \$5.38       |
| <b>20</b> | Bus Bay per COC Detail C-231, 9" Thick                                                                                          | 1,100 | SF  | \$8.15       |
| <b>21</b> | Obliterate Striping, 4" equivalent                                                                                              | 7,000 | LF  | \$2.50       |
| <b>22</b> | Seal Obliterated Striping, 4" equivalent                                                                                        | 7,000 | LF  | \$0.35       |
| <b>23</b> | Striping, White Paint, 4" equivalent                                                                                            | 1,500 | LF  | \$0.35       |
| <b>24</b> | Striping, Yellow Paint, 4" equivalent                                                                                           | 500   | LF  | \$0.35       |
| <b>25</b> | Striping, White Thermoplastic, 4" equivalent                                                                                    | 5,000 | LF  | \$2.75       |
| <b>26</b> | School Crosswalk, 24"x10' Yellow High Visibility Crosswalk Rectangles                                                           | 2     | SET | \$100        |
| <b>27</b> | School Roll Out Yellow Dots, 24" Diameter                                                                                       | 15    | EA  | \$20.00      |
| <b>28</b> | Traffic Control Residential and Collector Roadway Sections                                                                      | 115   | DAY | \$25,000     |
| <b>29</b> | Traffic Control Arterial Roadway Sections                                                                                       | 65    | DAY | \$75,000     |
| <b>30</b> | City of Chandler Uniformed Police Officer. (Contractor to be paid as invoiced the actual cost of hiring police officer per day) | 1     | AL  | \$100,000.00 |

## EXHIBIT 1

### SCOPE OF SERVICES REVISIONS

City of Chandler Concrete Repair Maintenance Agreement No. PW0-745-4122 is amended by the addition of the following provisions. If any provision in this amendment conflicts with any existing provisions in the original agreement, the provisions of this amendment control. All other provisions in the original agreement and amendments remain effective as previously published.

**Clarification 1) Exhibit A – Scope of Services – Specifications – General:**

City of Chandler Standard Details and Maricopa Association of Governments (MAG) Standards Details are routinely updated. This is to REMIND that the CONTRACTOR shall use the most current version of CITY and or MAG standard details and specifications. All other provisions in this section remain unchanged.

**Clarification 2) Exhibit A – Scope of Services – Specifications – Permits:**

This is to REMIND that the CONTRACTOR shall be responsible for obtaining ALL permits for the Streets Division. This includes but not limited to ANY required permitting from neighboring agencies (State, County, City, Township, Railroad, Irrigation Districts, etc.) within and/or adjacent to the CONTRACTOR's project location/limits. All other provisions in this section remain unchanged.

**Clarification 3) Exhibit A – Scope of Services – Specifications – Curb Ramps:**

In correlation with Exhibit A – Scope of Services – Specifications – of the current existing agreement and amendments and of the further clarification herein;

The provision; *"In most instances, directional ramps shall be installed at each corner of intersections and shall be constructed as a combination of two (2) MAG standard detail ramps"*.

Shall be replaced with; ***"In most instances, directional ramps shall be installed at each corner of intersections and shall be constructed as a combination of two City of Chandler Standard Detail ramp or MAG Standard Detail Ramp, as discussed, coordinated, and directed by the Contract Administrator/Designee"***.

*"The Contract Administrator/Designee and the CONTRACTOR shall coordinate and exhaust any/all attempts to utilize the "PREFERRED" City of Chandler Detail C-258-1 (Arterial), C-258-2 (Collector), C-258-3 (Residential/Local) prior to consideration of any other approved MAG Standard Detail, and/or City of Chandler Standard Detail.*

*All directional curb ramps Standard Detail utilization will attempt to utilize City of Chandler Standard Detail C-249 as an alignment guideline.*

*In instances that directional ramps cannot be installed the Contract Administrator/Designee will provide the CONTRACTOR direction on how to proceed. "*

The provision shall be added; *The Contract Administrator/Designee and the CONTRACTOR shall coordinate and exhaust any/all attempts to utilize the "PREFERRED" approved City of Chandler Standard Details and/or MAG Standard Details for driveway pedestrian pathway/curb ramp retrofits are; MAG 260 (Retrofit Driveway or Alley Entrance 2" Roll Curb and Gutter), MAG 250-2(residential walk behind), MAG 250-2 (commercial walk behind) prior to consideration of any other approved MAG Standard Detail.*

**Clarification 4) Exhibit A – Scope of Services – Specifications – Protection of Adjacent Property:**

The provision shall be added; "This includes but not limited to any irrigation, landscape, hardscape, etc."

**Clarification 5) Exhibit B – Pricing:**

Reminder: Price includes taxes, quantities are listed as estimates ONLY and are not guaranteed.

**Clarification 6) Exhibit B – Pricing:**

**ITEM 8**, and **ITEM 9** of current existing agreement and amendments unit pricing description shall be replaced with the following:

| Item | Description                                                                                                                                                                              | Est Qty |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 8    | DUAL Curb Ramps Either/Or per City of Chandler Standard Details C-258 - 1, C-258-2, C-258-3, MAG Standard Details 237-1, 237-2, 237-3, MAG Standard Details 236-1, 236-2, 236-3, 236-4   | 355     |
| 9    | SINGLE Curb Ramps Either/Or per City of Chandler Standard Details C-258 - 1, C-258-2, C-258-3, MAG Standard Details 237-1, 237-2, 237-3, MAG Standard Details 236-1, 236-2, 236-3, 236-4 | 180     |

**Clarification 7) City of Chandler and MAG Standard Details.**

All Standard Details Mentioned herein can be found on the respective City of Chandler and MAG Websites.