



City Clerk Document No. _____

City Council Meeting Date: October 27, 2022

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

THIS AMENDMENT NO. 3 (Amendment No. 3) 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 _____, 2022_ (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for concrete repair maintenance (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 third option through this Amendment 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 is amended to read as follows: The Agreement is extended for a one-year period January 1, 2023, through December 31, 2023.
3. Section IV, Price 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. 3. Total payments made to the Contractor during the term of this Amendment No. 3 will not exceed \$5,000,000.

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. 3 and the Agreement, the terms and conditions in this Amendment No. 3 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: Jeffrey A Kerr

Managing Member

Its: _____

APPROVED AS TO FORM:

By: _____
City Attorney 

ATTEST:

By: _____
City Clerk

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

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

Item No.	Description	Qty	Unit	Unit Price
1	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	\$1.78
2	Saw cut, Remove and Dispose of concrete curb and gutter or median curb	25,000	LF	\$7.83
3	Sidewalk per MAG Detail 230	95,000	SF	\$4.55
4	Curb & Gutter, Median Curb per MAG Detail 220-1, 220-2, 221, 222, or 223	30,000	LF	\$24.17
5	Asphalt Patch Back, 2 feet wide minimum	55,750	SF	\$7.66
6	Horizontal Curb Cut	100	LF	\$9.00
7	ADA Truncated Domes per MAG Detail 234	7,500	SF	\$23.42
8	Curb Ramps Either/Or per MAG Details (236-1, 236-2, 236-3, 236-4) Single or Two Singles Creating a Dual	400	EA	\$1051.57
9	Curb Ramp per MAG Details (237-1, 237-2, 236-3) Single	135	EA	\$1051.57
10	Curb Ramp per MAG Detail 236-5 (modified single) (blended transition	15	EA	\$1576.74
11	Curb Ramps Either/or per MAG Details (238-1, 238-2, 238-3)	45	EA	\$1002.31
12	Valley Gutters per MAG Detail 240	11,000	SF	\$7.66
13	Concrete Apron per MAG Detail 240	100,000	SF	\$8.76
14	Driveway or Alley Entrance per MAG Detail 260	100,000	SF	\$5.72
15	Residential driveway (walk behind) per MAG Detail 250-2, 4" thick	3,000	SF	\$4.43
16	Commercial Driveway per MAG Detail 250-1, 6" Thick	30,000	SF	\$6.65
17	Commercial driveway (walk behind) per MAG Detail 250-2, 6" thick	3,000	SF	\$6.15

18	Return Style Driveways per MAG Detail 251	3,000	SF	\$6.15
19	Bus Shelter Pad per COC Detail C-230, 4" Thick	5,000	SF	\$6.00
20	Bus Bay per COC Detail C-231, 9" Thick	1,100	SF	\$9.09
21	Obliterate Striping, 4" equivalent	7,000	LF	\$2.71
22	Seal Obliterated Striping, 4" equivalent	7,000	LF	\$0.38
23	Striping, White Paint, 4" equivalent	1,500	LF	\$0.38
24	Striping, Yellow Paint, 4" equivalent	500	LF	\$0.35
25	Striping, White Thermoplastic, 4" equivalent	5,000	LF	\$2.98
26	School Crosswalk, 24"x10' Yellow High Visibility Crosswalk Rectangles	2	SET	\$108.50
27	School Roll Out Yellow Dots, 24" Diameter	15	EA	\$21.70
28	Traffic Control Residential and Collector Roadway Sections	115	DAY	\$25,000
29	Traffic Control Arterial Roadway Sections	65	DAY	\$75,000
30	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

Clarification to agreement Traffic Control clause No. 6 to the agreement, the following requirements are hereby incorporated into the

The use of on-duty Chandler police officers, Police Aides or Park Rangers is limited to short-term assistance during emergency situations. Contractors, utilities and other agencies shall use uniformed extra-duty police officers, Police Aides or Park Rangers to provide traffic control and/or monitor barricade sites within the City of Chandler.

Chandler police officers, Police Aides or Park Rangers are to have first priority for above described positions. Job requests for personnel should be submitted at: <https://odm.officertrak.com/Chandler-AZ-PD>

If Off Duty Management is unable to fill the job requirement, the vendor/contractor will be notified 24 hours prior to the start of the job to allow the use of another agency to fill the request of extra duty officers.