



City Clerk Document No. _____

City Council Meeting Date: October 19, 2023

**AMENDMENT TO CITY OF CHANDLER AGREEMENT
CITY-WIDE BUILDING AND FACILITY MAINTENANCE AND REPAIR SERVICES
CITY OF CHANDLER AGREEMENT NO. BF2-912-4485**

THIS AMENDMENT NO. 1 (Amendment No. 1) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Kowalski Construction Inc., an Arizona corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 20____ (Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for city-wide building and facility maintenance and repair services (Agreement); and

WHEREAS, the term of the Agreement was September 1, 2022 through August 31, 2023, with the option of up to four (4) one-year extensions; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for city-wide building and facility maintenance and repair services in an amount not to exceed \$4,240,000 for the extension term; and

WHEREAS, the Parties wish to exercise the first option through this Amendment No. 1 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 term of the Agreement is extended for a one-year period September 1, 2023 through August 31, 2024.
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. 1. Total payments made to the Contractor during the term of this Amendment No. 1 will not exceed \$4,240,000.
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. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

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

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: Jan R. Larkin

Its: Vice President

APPROVED AS TO FORM:

By: _____
City Attorney *JMB*

ATTEST:

By: _____
City Clerk

CITY OF CHANDLER
NOTICE OF REQUEST FOR PROPOSAL BF2-912-4485

PRICE PROPOSAL PAGE

Offerors must submit one Price Proposal Page for each group the Offeror wishes to be considered for award.

Definition of terms:

Journey Level or Supervisory = Certified with 4+ years of experience

Apprentice = Certified with 2+ years of experience

Laborer = Non-certified or helper

Group 1 – Building and Facility Maintenance and Repair

Section 1 – Hourly Rates

Offerors must specify trades available from employees of the Offeror and provide hourly rates as requested below. Attach additional sheets if needed.

A. Trade (Fill in): Carpentry

	Journey Level/ Supervisory	Apprentice	Laborer
Regular Hours	\$ 94.06 /hour	\$ 88.06 /hour	\$ 53.04 /hour
After Hours	\$ 152.12 /hour	\$ 132.09 /hour	\$ 79.56 /hour
Emergency Response Regular Hours	\$ 94.06 /hour	\$ 88.06 /hour	\$ 53.04 /hour
Emergency Response After Hours	\$ 152.12 /hour	\$ 132.09 /hour	\$ 79.56 /hour

B. Trade (Fill in): Drywall

	Journey Level/ Supervisory	Apprentice	Laborer
Regular Hours	\$ 94.06 /hour	\$ 102.95 /hour	\$ 53.04 /hour
After Hours	\$ 141.09 /hour	\$ 154.43 /hour	\$ 79.56 /hour
Emergency Response Regular Hours	\$ 94.06 /hour	\$ 102.95 /hour	\$ 53.04 /hour
Emergency Response After Hours	\$ 141.09 /hour	\$ 154.43 /hour	\$ 74.56 /hour

C. Trade (Fill in): Paint

	Journey Level/ Supervisory	Apprentice	Laborer
Regular Hours	\$ 94.06 /hour	\$ 75.05 /hour	\$ 53.04 /hour
After Hours	\$ 141.09 /hour	\$ 112.58 /hour	\$ 79.56 /hour
Emergency Response Regular Hours	\$ 94.06 /hour	\$ 75.05 /hour	\$ 53.04 /hour
Emergency Response After Hours	\$ 141.09 /hour	\$ 112.58 /hour	\$ 79.56 /hour



Kowalski Construction Inc.

NATIONAL RATE SHEET

Schedule Labor					
Category	Rate	Unit	Category	Rate	Unit
Consultant	\$175 & up	Per Hour	Assistant Supervisor	\$85.00	Per Hour
Project Coordinator	\$110.00	Per Hour	Equipment Operator	\$65.00	Per Hour
Executive/Senior Project Manager	\$125.00	Per Hour	Estimator	\$170.00	Per Hour
Project Manager	\$95.00	Per Hour	Mitigation supervisor	\$85.00	Per Hour
Health & Safety Officer	\$85.00	Per Hour	Mitigation Tech.	\$65.00	Per Hour
Specialty Supervisor	\$85.00	Per Hour	Asbestos Technician	\$85.00	Per Hour
Clerk/of the Works/Project Audit	\$60.00	Per Hour	General Labor	\$48.50	Per Hour
Supervisor	\$85.00	Per Hour	Administrative	\$60.00	Per Hour
Specialty Supervisor	\$125.00	Per Hour	Skilled Labor	\$58.00	Per Hour
Out Of Town Mobilization Charge	\$2500	Each	Out Of Town Demobilization Charge	\$2500	Each
In Town Mobilization Charge	\$1500	Each	In Town Demobilization Charge	\$1500	Each

Schedule Vehicle					
Vehicle Type	Rate	Unit	Vehicle Type	Rate	Unit
Automobile/SUV	\$60.00	Day	Mobile Command Center	\$1250.00	Day
ATV(All Terrain Vehicle)	\$120.00	Day	Pickup Truck	\$55.00	Day
Box Truck	\$185.00	Day	Super Duty Pick up	\$75.00	Day
Dump Truck Does not include Dump Fees	225.00	Day	Trailer STD/Light duty	\$120.00	Day
Emergency Response Vehicle (equipped)	\$125.00	Day			

Supplies					
Category	Rate	Unit	Category	Rate	Unit
Bags, Trash	\$3.50	Each	Mop Heads	\$10.00	Each
Box, Book	\$3.00	Each	Packing Paper	\$80.00	Roll
Box, Large	\$5.00	Each	Shock Wave	\$50.00	Ea./Gal
Box, Medium	\$4.00	Each	Personal Protection Equipment	\$15.00	Each
Bubble Wrap 48"x250'	\$125.00	Each	Respirator	\$18.00	Each
Degreaser Cleaner	\$40.00	Ea./Gal	Plastic Sheeting 10x100	\$200	Roll
Deodorizing Liquid 9D9	\$110.00	Ea./Gal	Plastic Sheeting 20x100	\$350	Roll

Dumpster-40 yard	\$920.00	Each	Protective Suites	\$25.00	Each
Emergency /During BH	\$200.00	Each	Packing Paper	\$80.00	Roll
Emergency /After BH	\$300.00	Each	Rust Remover	\$30.00	Each
Filter – Media- 16x16	\$5.00	Each	Safety Spill Kit	\$35.00	Each
Filter – Media- 24x24	\$8.00	Each	Safety Spill Kit Diesel	\$50.00	Each
Filter – charcoal -16x16	\$65.00	Each	Sponges, Chem	\$8.00	Each
Filter – charcoal -24x24	\$100.00	Each	Wood Cleaner/Soap	\$23.00	Each
Dump truck load	\$200.00	Each	Zipper Door	\$15.00	Each
Layflat 500'	\$250.00	Each	Misc. Equipment Charge	\$575.00	Each

Equipment					
Category	Rate	Unit	Category	Rate	Unit
Air Compressor(<25cfm)	\$35.00	Each	Generator 175-250KW	\$1650	Day
Air Mover, Centrifugal	\$29.00	Day	Generator 300-400KW	\$2100	Day
Air Mover, Axial	\$34.00	Day	Injectidry	\$350.00	Day
Air Scrubber (Large)	\$115.00	Day	Ionizer	\$45.00	Day
Air Scrubber (Small)	\$80.00	Day	Light, Halogen, String	\$15.00	Day
Cart – Tilt/Demolition	\$25.00	Day	Light, Tower	\$25.00	Day
DH Large 60-120 pints per day	\$85.00	Day	Ozone Generator	\$125.00	Day
DH x Large 110-160 pints per day	\$125.00	Day	Personal Fall Protection	\$25.00	Day
DH 1000	\$600.00	Day	Pressure Washer (Cold)	\$65.00	Day
DH 385 Desiccant	\$230.00	Day	Pressure Washer (Hot)	\$175.00	Day
DH 5500 Desiccant	\$2000.00	Day	Pump, M8 Trash w/ Hose	\$100.00	Day
DH 9000-15000 Desiccant	\$2600.00	Day	Pump, Sump	\$75.00	Day
DH Flex Hose	\$15.00	Day	Pump, Trash w/ Hoses	\$115.00	Day
DH Leads Elec. 100 Foot	\$10.00	Day	Saw, Chain	\$45.00	Day
DH Leads Elec. 50 Foot	\$5.00	Day	Scaffolding – per 6' Section	\$30.00	Day
DI Water Filter System	\$30.00	Day	Sprayer, Airless (.33gpm)	\$75.00	Day
Dolly – 2 or 4 wheels	\$15.00	Day	Tractor/Trailer (Semi Unit)	\$275.00	Day
Dry Ice Blaster	\$950.00	Day	Trailer, Gooseneck	\$50.00	Day
Duct Cleaning unit w/hose	\$850.00	Day	Trailer, Storage	\$150.00	Day
Elec. 100 Amp Spider Box	\$60.00	Day	Trailer, Utility	\$35.00	Day
Elec. Spider 100 ft cable	\$40.00	Day	Trailer, Enclosed	\$40.00	Day
Elec. Spider 50 ft cable	\$35.00	Day	Truck, Moving Van	\$175.00	Day
Elec. 100 Amp+ – Spider Box	\$125.00	Day	Truck, Pick-Up, Vans	\$65.00	Day
Elec. Cleaner & Dryer	\$325.00	Day	Ultrasonic, 3000 Watt (50 Gallon)	\$150.00	Day
Extraction Unit (portable)	\$50.00	Hour	Ultrasonic, 4000 Watt (90 Gallon)	\$250.00	Day
Extraction Unit (Van)	\$125.00	Hour	Vacuums, Backpack	\$20.00	Day
Extraction Unit (portable)	\$250.00	Day	Vacuums, Carpet	\$15.00	Day
Extraction Unit (Van)	\$500.00	Day	Vacuums, HEPA	\$45.00	Day
Fogger (Thermo Gen.)	\$175.00	Day	Vacuums, Wet (Tornado)	\$100.00	Day
Fogger ULV	\$25.00	Day	Vapor Shark, Large	\$50.00	Day
Generator 6KW	\$100.00	Day	Vapor Shark, Small	\$30.00	Day
Generator 10-30KW	\$450.00	Day	Tarps – 60x40	\$800.00	Each

Generator 35-90KW	\$650.00	Day	Tarps – 20x16	\$200.00	Each
Generator 100-160KW	\$1000.00	Day	Zip Pole – Each	\$5.00	Day

SCHEDULED LABOR (INCLUDING TEMPORARY LABOR):

- The guideline for labor calculations are as follows: all hours worked between 8:00am and 4:00pm Monday through Friday will be calculated at straight-time rates. All hours worked between 4:00pm and 8:00am Monday through Friday and all hours worked between 4:00pm Friday through 8:00am Sunday will be calculated at 1.5 times the hourly rate and all U.S. Federal Holidays will be calculated at 2 times the hourly rate.
- To the extent the labor is subject to Federal and/or State minimum wage or hour laws which increase the Scheduled Labor rates, adjustments shall be made to the Scheduled Labor rates so as to be consistent with such law(s).

SCHEDULED EQUIPMENT, SCHEDULED VEHICLES, AND OTHER SCHEDULED EQUIPMENT:

- An equipment cleaning/decontamination charge of \$30 per piece of equipment shall be applied to the invoice.
- Delivery charges to apply on all items.
- During the course of conducting business, Kowalski Construction may add additional equipment to the schedule.
- Pricing for hydrogen peroxide (activated or non-activated), chlorine dioxide, hydroxyl, and ozone services can be provided upon request. . .
- Generator hookup, tow vehicle, power distribution equipment, panels, boxes and cables, and daily maintenance will be billed separately.

SCHEDULED MATERIALS:

- Delivery charges to apply on materials.
- During the course of conducting business, Kowalski Construction may add additional materials and equipment utilizing Xactimate pricing to the schedule.
- Vehicle fuel, operator, mileage, and operating costs will be bill separately.

VENDORS AND SUBCONTRACTORS UNSCHEDULED MATERIALS AND EQUIPMENT:

- All vendors, including, but not limited to, subcontractors (excluding temporary labor), unscheduled materials, unscheduled equipment, and third party receipts will be billed per the vendor invoice plus overhead 10% and profit 10%, cumulatively 21%. .

TRAVEL, PER DIEM, AND / LODGING:

- Per Diem and lodging rates will be based on the location of the project, regardless of whether the per diem is paid directly to the employee, in direct payment, or other goods.
- Travel, lodging, per diem expenses, and generator fuel can be paid from the client and will be deducted from there deductible, other wise these expenses will be subject to overhead 10% and profit 10%, cumulatively 21%

MISCELLANEOUS:

- Taxes and other charges - Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Kowalski Construction and Client shall be paid by Client in

addition to the prices quoted or invoiced. In the event Kowalski Construction is required to pay any such tax, fee or charge, Client shall reimburse Kowalski Construction therefore; or, in lieu of such payment, Client shall provide Kowalski Construction at the time the order is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.

- Trade discounts, rebates, refunds, allowances, referral fees, and amounts that may be obtained on payments made by Kowalski Construction and/or that may be accruing to Kowalski Construction and/or its partners, in connection with the work, if any, shall accrue to Kowalski Construction.
- Any amounts received by Kowalski Construction from sales of surplus materials shall accrue to the client, and shall be credited to the client.
- Where the price of material, equipment and/or energy increases significantly during the term of the work, these rates shall be equitably increased. A significant price increase means an increase in price from the date Kowalski Construction first quotes any pricing for the work to the date of performance, by an amount exceeding 10%. Additionally, from time to time, regional fluctuations in rates may apply.
- Payments made by credit card are subject to an additional surcharge in the amount which Kowalski Construction is charged by the credit card company in connection with such payments
- Total time for labor is calculated on a portal-to-portal basis.
- In the event that Kowalski Construction prepares and submits a scope of work for the permanent repairs, Kowalski Construction shall reserve the right to invoice client for the time associated with preparing the same in accordance of the rates included herein.

AREA-WIDE/CATASTROPHIC “CAT” EVENTS:

- The minimum labor rate billed will be at the General Technician (GT) rate.
- A 6% fee will be added to the total of each invoice. This fee will cover all of the indirect charges that must be allocated to each job in the CAT. Examples of these charges would be mobilization, freight, CAT management, CAT office, admin support, warehousing, delivery charges, etc.
- The freight charge for all Scheduled Equipment utilized during area-wide catastrophes will be one day of rental in addition to rental duration.

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Jim Kowalski



Sent: 10/5/2023 | 12:28 PM

jrk@kowalski.com

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Vice President

Signed: 10/6/2023 | 08:21 AM

Security Level: Email, Account Authentication
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Accepted: 10/6/2023 | 08:21 AM

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Victoria Roedig

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(None)**Electronic Record and Signature Disclosure:**

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Daniel Brown

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Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 7/1/2021 | 08:17 AM

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Kevin Hartke

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Security Level: Email, Account Authentication
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Accepted: 6/28/2021 | 11:17 AM

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Dana DeLong

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Security Level: Email, Account Authentication
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Intermediary Delivery Events	Status	Timestamp
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Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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Notary Events	Signature	Timestamp
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Chandler:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: esignature@chandleraz.gov

To advise City of Chandler of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@chandleraz.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to esignature@chandleraz.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Chandler

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to esignature@chandleraz.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- Until or unless you notify City of Chandler as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Chandler during the course of your relationship with City of Chandler.