



**PURCHASING ITEM
FOR
COUNCIL AGENDA**

MEMO NO. ST12-005

1. Agenda Item Number:
22

2. Council Meeting Date:
October 27, 2011

TO: MAYOR & COUNCIL

3. Date Prepared: September 9, 2011

THROUGH: CITY MANAGER

4. Requesting Department:
Transportation & Development

5. SUBJECT: Approve Amendment 2 to Agreement No. ST0-745-2801 for Asphalt Rubber Crack Sealing to CPC Construction Inc. in an amount not to exceed \$300,000.

6. RECOMMENDATION: Recommend approval of Amendment 2 to Agreement No. ST0-745-2801 for Asphalt Rubber Crack Sealing to CPC Construction Inc. in an amount not to exceed \$300,000.

7. BACKGROUND/DISCUSSION: Crack sealing is an important step in the repair process for our streets. Crack sealing protects the pavement structure by sealing cracks and preventing water from getting into and deteriorating the roadway base material. The crack repair process is accomplished by blowing the cracks clean with compressed air and then filling them with hot crack sealant material. This contract includes traffic control, cleaning and filling of roadway cracks (see attached location map). The City provides the crack sealing material to save on crack fill material costs and the recommended contractor provides application.

8. EVALUATION PROCESS: In November 2009, Council approved an award for Asphalt Rubber Crack Sealing to CPC Construction Inc. Staff has been very satisfied with the quality of work received from this vendor and CPC Construction Inc. is not requesting any price increase during this contract period. The term of this Agreement will be December 1, 2011 through November 30, 2012, with options to extend for up to three (3) additional one-year terms.

9. FINANCIAL IMPLICATIONS:

Cost: \$300,000
Savings: n/a
Long Term Costs: n/a
Fund Source:

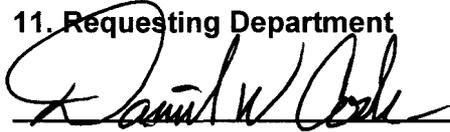
<u>Acct No:</u>	<u>Fund:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Funds:</u>
101.3300.0000.6513	General Fund	Street Maintenance	n/a	\$300,000.00

10. PROPOSED MOTION: Move to approve Amendment 2 to Agreement No. ST0-745-2801 for Asphalt Rubber Crack Sealing to CPC Construction Inc. in an amount not to exceed \$300,000.

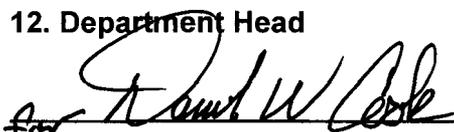
Attachment: Amendment 2.

APPROVALS

11. Requesting Department


Daniel W. Cook, Transportation Manager

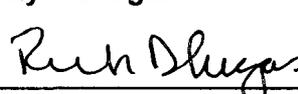
12. Department Head


R.J. Zeder, Transportation & Development Director

13. Procurement Officer


Sharon Brause, CPPB, CPCP

14. City Manager


Rich Dlugas

**AMENDMENT NUMBER TWO
TO AGREEMENT BETWEEN
CITY OF CHANDLER & CPC CONSTRUCTION INC.
AGREEMENT NO. ST0-745-2801**

This Amendment #2 to that certain Agreement between the City of Chandler and **CPC CONSTRUCTION INC.** to provide Asphalt Rubber Crack Sealing at the request of the City of Chandler Streets Division dated November 29, 2009 between the City of Chandler (CITY) and **CPC CONSTRUCTION INC.** is entered into this ____ day of _____, 2011.

WHEREAS, the parties have agreed to extend the Contract;

NOW THEREFORE, the parties agree as follows:

1. This contract is extended for a one-year period, December 1, 2011 through November 30, 2012.
2. **SECTION 4.5 is amended to read as follows: "PRICE ADJUSTMENT (180-days - CPI).** All prices offered herein shall be firm against any increase for 180-days from the effective date of the Contract. Prior to commencement of subsequent renewal terms, CITY will entertain a request for price adjustments in accordance with the current Consumer Price Index. CONTRACTOR must request all price adjustments in writing at least sixty (60) days prior to the renewal date. For purposes of this Section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-Washington-Baltimore, DC-MD-VA-WV-All Items, Not Seasonally Adjusted (CPIU), as published by the United States Department of Labor, Bureau of Labor Statistics.
3. **Section 8 – "Traffic Control" is amended to read as follows:** CONTRACTOR shall control all traffic through the work area in accordance with the requirements of the latest City of Chandler Traffic Barricade Manual. The CITY must approve the type of traffic control to be used. CONTRACTOR shall furnish all signs, cones, equipment, **City of Chandler Police Officer(s) when required** and other traffic control device necessary for the control of traffic and costs for these devices per attached Exhibit C. City of Chandler Police Officer(s) rate shall be billed and paid at the actual cost incurred by CONTRACTOR.
4. The Agreement price is a total amount not to exceed **Three Hundred Thousand Dollars & 4/100 (\$300,000.04)** which sum shall include all costs or expenses incurred by CONTRACTOR payable as set forth in attached Exhibit C.
5. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this ____ day of _____, 2011.

CITY OF CHANDLER:

By: _____
Mayor

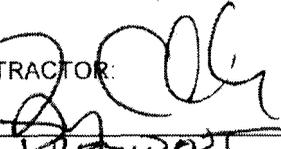
APPROVED AS TO FORM:

City Attorney 

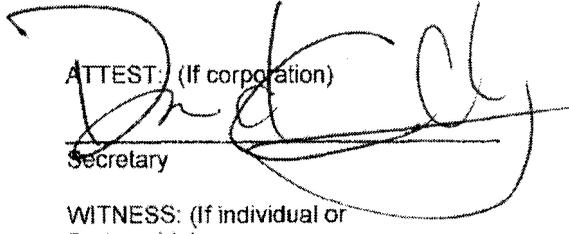
ATTEST:

City Clerk

CONTRACTOR:

By: 
Title: President

ATTEST: (If corporation)


Secretary

WITNESS: (If individual or Partnership)

[SEAL]
**EXHIBIT C
PRICING**

<u>Quantity and Unit</u>	<u>Unit Bid Price</u> <u>Price Per L.F.</u>		<u>Extended Price</u>
Approximately 1,337,736 L.F. on arterial roads	<u>\$ 0.14</u>	Per L.F.	<u>\$187,283.04</u>
Approximately 1,024,700 L.F. on residential streets	<u>\$ 0.11</u>	Per L.F.	<u>\$112,717.00</u>

TOTAL PRICE NOT TO EXCEED **\$300,000.04**