



**PURCHASING ITEM
FOR
COUNCIL AGENDA**

MEMO NO. ST14-007

1. Agenda Item Number:

12

2. Council Meeting Date:
October 24, 2013

TO: MAYOR & COUNCIL

3. Date Prepared: September 30, 2013

THROUGH: CITY MANAGER

4. Requesting Department:
Transportation & Development

5. SUBJECT: Amendment No. 2 to Agreement No. ST2-745-3039 with CPC Construction, Inc., for asphalt patchwork, maintenance, and repair, in an amount not to exceed \$442,100.

6. RECOMMENDATION: Recommend City Council approval of Amendment No. 2 to Agreement No. ST2-745-3039 with CPC Construction, Inc., for a one-year extension for asphalt patchwork, maintenance, and repair, in an amount not to exceed \$442,100.

7. BACKGROUND/DISCUSSION: This asphalt patchwork, maintenance, and repair agreement is used as needed for the repair of arterials, collectors, and local streets. The current volume or scope of work of asphalt patchwork repairs to be completed by the Streets Division exceeds the capacity of existing crews. This agreement will be used to complete the overflow asphalt paving work. This agreement is also used to apply an asphalt cap on older arterial and local streets that need maintenance and for larger patch repairs on an as needed basis.

8. EVALUATION PROCESS: On October 27, 2011, City Council approved an agreement for asphalt patchwork, maintenance, and repair with CPC Construction, Inc., with options to extend for up to two additional one-year periods. CPC Construction, Inc., has agreed to stay with the current contract unit prices. The price of crude oil has steadily increased since the agreement was originally awarded which directly affects the price of hot mix asphalt. Staff is recommending extending the contract with CPC Construction, Inc., for an additional year, with the contractor asking for no price adjustments.

The new term of this agreement shall be December 1, 2013, through November 30, 2014. This will be the second and final contract extension.

9. FINANCIAL IMPLICATIONS:

Cost: \$442,100

Savings: N/A

Long Term Costs: N/A

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
411.3310.6513.6ST248	GO Bonds Streets	Street Repaving	Yes	\$203,490
410.3310.6513.6ST248	HURF Revenue Bonds	Street Repaving	Yes	\$238,610

10. PROPOSED MOTION: Move City Council approval of Amendment No. 2 to Agreement No. ST2-745-3039 with CPC Construction, Inc., for a one-year extension for asphalt patchwork, maintenance, and repair, in an amount not to exceed \$442,100.

ATTACHMENTS: Amendment No. 2

APPROVALS

11. Requesting Department



Daniel W. Cook, Transportation Manager

12. Department Head



R.J. Zeder, Transportation & Development Director

13. Procurement Officer



Raquel McMahon, OPPB

14. City Manager



Rich Dlugas

**AMENDMENT NUMBER TWO
TO AGREEMENT BETWEEN
CITY OF CHANDLER & CPC CONSTRUCTION, LLC.
AGREEMENT NO. ST2-745-3039**

This Amendment No. 2 to that certain Agreement between the City of Chandler and **CPC CONSTRUCTION, LLC.** to provide Asphalt Patchwork, Maintenance & Repair, dated October 28, 2011 is entered into this ____ day of _____, 2013.

WHEREAS, the parties have agreed to extend the Contract;

NOW THEREFORE, the parties agree as follows:

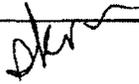
1. Section 5.1 of the Agreement is amended to extend the term of the Agreement for a one year period from December 1, 2013 through November 30, 2014.
2. Per Section 4.1 of the Agreement, the price is a total amount not to exceed **Four Hundred Forty Two Thousand One Hundred Dollars (\$442,100)** which shall include all costs or expenses incurred by CONTRACTOR payable as set forth in Exhibit C attached to original agreement and incorporated herein by reference.
3. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this ____ day of _____, 2013.

CITY OF CHANDLER:

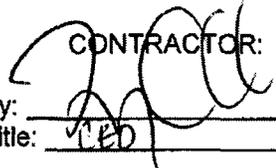
By: _____
Mayor

APPROVED AS TO FORM:

City Attorney 

ATTEST:

City Clerk

CONTRACTOR:
By: 
Title: CEO

ATTEST: (If corporation)

Secretary

WITNESS: (If individual or Partnership)
