

Staff Summary Report



Council Meeting Date: 11/06/08

Agenda Item Number: _____

SUBJECT: Request approval of addendum to a contract with CPC Construction, Inc. for minor concrete improvements, on-call maintenance and emergency repairs or grading, for extension of the term for an additional twelve months.

DOCUMENT NAME: 20081106PWDR04 STREET UPGRADING-MAINT-CONSTRUCTION (0809-05) PROJECT NO. 5401413

SUPPORTING DOCS: Yes

COMMENTS: Total cost for this addendum is \$1,226,009.68, which will increase the original contract amount of \$1,151,660 to \$2,377,669.68.

PREPARED BY: Donna Rygiel, Engineering Contract Administrator (x8520)

REVIEWED BY: Andy Goh, Deputy PW Manager/City Engineer (x8896)

APPROVED BY: Glenn Kephart, Public Works Manager (x8205)

LEGAL REVIEW BY: Judi Morgan, Assistant City Attorney (x8227)

FISCAL NOTE: Sufficient funds are available in Capital Improvement Fund No. 5401413.

RECOMMENDATION: Approve addendum.

ADDITIONAL INFO: This is an annual, renewable maintenance contract for the repair and replacement of concrete infrastructure, construction of various improvements, and facilitation of a wide range of emergency and on-call construction and repair work.

This 12-month contract extension will be the first of two potential contract extensions. The contract line item quantities for the extension are based on the amount of work performed over the past two years.

Staff reviewed the price proposal from CPC Construction, Inc. and it was found to be in order. CPC was selected through a qualifications based process consistent with A.R.S. § 34-601 through -611.



CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

CONTRACTOR AGREEMENT

ADDENDUM NO. 1
TO CONTRACT (C2007-220) FOR
MINOR CONCRETE IMPROVEMENTS 2008-2010
AND
ON-CALL MAINTENANCE, REPAIRS AND GRADING

PROJECT NO. 5401413

PROJECT NAME: MINOR CONCRETE IMPROVEMENTS 2008-2010 AND ON-CALL
MAINTENANCE, REPAIRS AND GRADING

This Addendum No. 1 (“Addendum”) made and entered into on the 6th day of November, 2008, by and between the City of Tempe, a municipal corporation, (“City”), and CPC Construction, Inc., an Arizona corporation (“Contractor”).

RECITALS:

- A. The parties entered into that certain Contract on or about December 6, 2007 (C2007-220) (“Contract”), defining certain rights and obligations of the parties for minor concrete improvements, and maintenance, repair and grading.
- B. The parties desire to further define their respective rights and obligations with respect to the services of the Contractor, period of service, compensation, legal compliance and specially designated nationals and blocked persons list.
- C. The parties intend that the following sections shall be integrated into the Contract in place of the former similarly identified section, and that this Addendum be given the full force and effect of law as the Contract.

Now therefore, in consideration of the mutual covenants and conditions hereinafter contained, it is agreed by and between the City and the Contractor as follows:

I. The term of the Contract shall be extended for twelve (12) months, with a unit price increase of 4.5% as outlined in Exhibit "A" attached hereto and incorporated herein by this reference. Contractor shall proceed with work immediately upon execution of this Addendum and all services shall be completed by November 6, 2009.

II. The construction services for the extension shall be the same as those stipulated under the original Contract.

III. For services described in this Addendum, the method of payment shall be payment by installments. Total compensation for services performed shall not exceed \$1,226,009.68, which shall be payment in full for all labor, equipment, materials and supplies needed to perform these services. All other provisions of the original contract Schedule of Payment section shall apply to this Addendum.

IV. Legal Compliance. Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, Arizona Executive Order No. 99-4, and the Arizona Fair and Legal Employment Act, along with all laws, rules and regulations attendant thereto. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City

inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

V. Specially Designated Nationals and Blocked Persons List. Contractor represents and warrants to City that neither Contractor nor any affiliate or representative of Contractor: (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed.Reg. 49079 (“Order”); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s); (iii) is engaged in activities prohibited in the Order; or (iv) has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering. In addition, Contractor certifies that it does not have a scrutinized business operation in either Iran or Sudan.

VI. All other provisions of the original Contract where not inconsistent with this Addendum shall remain binding on the parties hereto.

[SIGNATURE PAGE TO FOLLOW]

MINOR CONCRETE IMPROVEMENTS 2008-2010
AND ON-CALL MAINTENANCE, REPAIRS AND GRADING
Project No. 5401413

IN WITNESS WHEREOF, the parties hereto have executed this Addendum this _____ day
of _____, 2008.

CITY OF TEMPE, ARIZONA

By: _____
Mayor

By: _____
Public Works Manager

ATTEST:

Recommended By:

City Clerk

Deputy PW Manger/City Engineer

APPROVED AS TO FORM:

City Attorney

The CONTRACTOR warrants that the person who is signing this Agreement on behalf of the CONTRACTOR is authorized to do so and to execute all other documents necessary to carry out the terms of this Amendment.

CONTRACTOR
CPC Construction, Inc.

Name

Title

Federal I.D. No./Social Security No.

Certified to be a true and exact copy.

Karen M. Fillmore
Records Specialist

EXHIBIT A



September 9, 2008

Mr. Jim Gillen
City of Tempe Engineering
31 E. 5th Street
Tempe, AZ 85280

RE: Minor Concrete Repair Contract Renewal

Jim:

I am writing this letter to advise the City of Tempe that CPC Construction, Inc. would like to renew the Minor Concrete Repairs Contract as specified in the contract renewal clause. With this renewal we respectfully request a 4.5% increase in base bid contract prices, and a 4.5% increase in contingency item pricing.

As a side note, it has been and continues to be a pleasure to work for the City of Tempe. We have enjoyed the diversity and challenges that many of the projects we have been assigned. I sincerely appreciate the many working relationships I have established with City of Tempe employees, and respect their work and knowledge. I am proud to look at projects we have completed, and continue to look forward to a long lasting relationship.

Sincerely,

A handwritten signature in black ink, appearing to read 'Troy Colby', is written over the printed name.

Troy Colby
President
CPC Construction, Inc.

City of Tempe									
Project #: 5401413									
Minor Concrete Improvements 2008-2010									
Base Bid									
Item #	Item Name	Quantity	Unit	Cost	Total				
1	Remove Curb & Gutter	10000	LF	\$ 6.01	\$ 60,087.50				
2	Remove Sidewalk, Bikepath & Slab	110000	SF	\$ 2.61	\$ 287,375.00				
3	Remove Valley Gutter, Apron & Driveway	12000	SF	\$ 2.61	\$ 31,350.00				
4	Sawcut & Remove A.C. Pavement	600	SY	\$ 3.92	\$ 2,351.25				
5	Construct Curb & Gutter	10000	LF	\$ 16.72	\$ 167,200.00				
6	Construct Sidewalk, Bikepath & Slab	75000	SF	\$ 3.14	\$ 235,125.00				
7	Construct Sidewalk, Bikepath, Match Existing Aggregate	600	SF	\$ 4.18	\$ 2,508.00				
8	Construct Sidewalk, Bikepath, Match Existing Aggregate & Color	600	SF	\$ 6.27	\$ 3,762.00				
9	Construct Valley Gutter, Apron & Driveway Entrance	12000	SF	\$ 7.84	\$ 94,050.00				
10	Construct Ramp	35000	SF	\$ 6.79	\$ 237,737.50				
11	Replace A.C. Pavement (Full Depth)	600	SY	\$ 52.25	\$ 31,350.00				
12	Construction 4" Ballard Post	5	EA	\$ 156.75	\$ 783.75				
13	Remove & Replace Trench Backfill 3-5' per C.O.T. Detail T-450	10	SF	\$ 10.45	\$ 104.50				
14	Remove & Replace Trench Backfill 5-7' per C.O.T. Detail T-450	10	SF	\$ 14.11	\$ 141.08				
15	Remove & Replace Catch Basin Lid per MAG Std. Detail 530/531/532/536	15	SF	\$ 104.50	\$ 1,567.50				
16	Adjust Valve Box in A.C. Pavement	5	EA	\$ 235.13	\$ 1,175.63				
17	Adjust Manhole Frame & Cover in A.C. Pavement per MAG Std. Detail 422	5	EA	\$ 235.13	\$ 1,175.63				
18	18" Corrugated Metal Pipe & Slotted Drain per C.O.T. Detail T-354	15	LF	\$ 209.00	\$ 3,135.00				
19	Local Street Crack Seal	1000	SY	\$ 0.26	\$ 261.25				
20	Arterial Street Crack Sealing	1000	SY	\$ 0.26	\$ 261.25				
21	Arterial Pavement Edge Milling	100	LF	\$ 1.36	\$ 135.85				
22	Local Pavement Edge Milling	100	LF	\$ 1.05	\$ 104.50				
23	Permit Fees (Allowance)	1	EA	\$ 1,567.50	\$ 1,567.50				
24	Traffic Control (Allowance)	1	EA	\$ 15,675.00	\$ 15,675.00				
25	Off Duty Uniformed Officer (Allowance)	1	EA	\$ 47,025.00	\$ 47,025.00				
				Total Base Bid	\$ 1,226,009.68				

