

CITY CLERK
ORIGINAL

C-10449-1
04/12/2016

AMENDMENT NO. 1

CONSTRUCTION AGREEMENT WITH
A&H PAINTING, INC. DBA ALVARENGA ENTERPRISES
(City of Glendale Solicitation IFB 16-03, Contract No. C- 10449)

This Amendment No. 1 ("Amendment") for Construction Agreement ("Agreement") is made this 12th day of April, 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and A&H Painting, Inc. d.b.a. Alvarenga Enterprises, an Arizona corporation ("Contractor").

RECITALS

- A. City and A&H Painting Inc: d.b.a. Alvarenga Enterprises ("Contractor") previously entered into a Construction Agreement, Contract No. C-10449, dated November 24, 2015 ("Agreement").
- B. The Agreement had a one-year term beginning November 24, 2015; and
- C. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Changes to the Scope of Work** – The Contractor shall perform the additional work described in the Scope of Work, which is attached hereto as Exhibit A. Such work includes, but is not limited to:
 - a) **Glendale Homes:** This Amendment expands the original agreement which called for the Contractor to prime and paint the lower 4 ½ feet starting at the base of the buildings. Upon closer inspection of the buildings, Glendale Community Housing determined it was in the best interest of the City to paint all buildings within the complex in their entirety. To date, the Contractor has completed 18 buildings with funds from the original contract leaving an additional 18 buildings to be completed. Work to include:
 - i. Stripping, patching, priming and painting the entire complex (64,343 square foot).
 - ii. 350 additional doors to be painted, including security doors and door frames;

- iii. Painting all 280 window shutters at Glendale Homes with 2 coats of Evershield;
- iv. Painting one interior side facing of a block wall located on the East side of the property (313 linear feet x 6 feet high).

b) Cholla Vista Apartments: This Amendment expands the original Scope of Work to include:

- i. Removing and replacing the bottom 3 feet of stucco- at the base of the buildings. Contractor shall remove existing stucco, grind down walls, power wash to remove all debris, apply base coat, install new stucco to match existing stucco, add water sealer to paint for all new stucco walls to prevent future water infiltration and paint all exterior stucco walls for all buildings in complex. Contractor shall protect gravel, landscaping and haul away all removed materials.
- ii. Paint 170 exterior doors, including security doors and 68 door frames;
- iii. Paint 17,465 linear feet of fascia and trim, and 3815 square feet of eaves, as detailed in the attached scope of work.
- iv. Clean, perform light sanding and paint 34 roof top AC vents;
- v. Paint one interior side (facing complex) of a block wall located on North side of the complex (313 linear feet x 6 feet high).

c) Lamar Homes: Work previously required by the Agreement on this complex of City buildings is hereby deferred and deleted from the scope of work attached to the Agreement.

d) "Pony Walls located at Glendale Homes and Lamar Homes" – hereby deleted from the contract by this amendment.

3. Compensation. Section 4.1 of the Agreement is amended to read as follows:

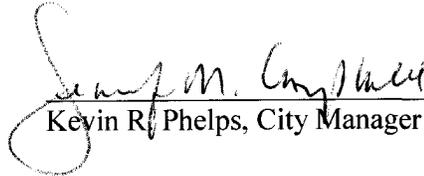
3.1 Compensation. Contractor's compensation for the entire Project, including work already performed, and furnished by Sub-contractors, will not exceed \$183,445.00, as specifically detailed in Exhibit B ("Compensation").

4. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

5. Insurance Certificate. Current certificate will expire on March 5, 2017, Insurance coverage in the same amounts required by the Agreement shall be provided for the full term of this Amendment. A new certificate demonstrating coverage through the extended term must be provided prior to this date to the Contract Administrator.

6. **Term.** The term of the Agreement is hereby extended to November 24, 2017 or until the work is completed to the satisfaction of the city, whichever is sooner.
7. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

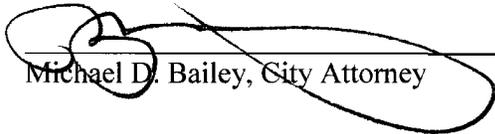
CITY OF GLENDALE, an Arizona
Municipal corporation


Kevin R. Phelps, City Manager

ATTEST:


Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:


Michael D. Bailey, City Attorney

A&H Painting d.b.a. Alvarenga
Enterprises,
an Arizona corporation

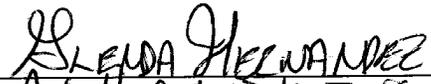

By: A & H PAINTING INC.
Its: PRESIDENT.

Exhibit A

(See attached)



PAINTING INC.

GLENDALE HOMES - EXTERIOR PAINTING

2/19/2016

AREA	QTY	UNIT	UNIT PRICE	TOTAL
BUILDING WALLS - strip, patch, prime and paint	64,343.00	SF	\$ 0.85	\$ 54,691.55
DOORS (10 doors including security door both side)	350.00	EACH	\$ 25.00	\$ 8,750.00
DOOR FRAMES	280.00	EACH	\$ 10.00	\$ 2,800.00
FASCIA / TRIM prime and paint	20,750.00	LF	\$ 0.25	\$ 5,187.50
EVES prime and paint	4,457.00	SF	\$ 0.45	\$ 2,005.65
BUILDINGS				\$ 73,434.70

OTHER WALLS, TRASH ENCLOSURES & WINDOW/SHUTTERS	QTY	UNIT	UNIT PRICE	TOTAL
Trash Enclosures = (354 LF X5'HIGH)	1,775.00	SF	\$ 0.20	\$ 355.00
Window shutters - Painted with 2 coats of Evershield Velvet	280.00	EA	\$ 40.00	\$ 11,200.00
Block Wall on East side (313 LF X6'HIGH X 1 SIDE)	3,420.00	SF	\$ 0.85	\$ 2,907.00
Misc				\$ 14,462.00

TOTAL	\$ 87,896.70
Currently under Contract	\$ 49,500.00
Additional funds needed	\$ 38,396.70

REPLACE PRIME AND PAINT ROTTED FASCIA WOOD	TBC	LF	\$ 3.50	TBC
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NOTES: Sprinklers next to walls will need to be relocated or regulated to avoid water hitting the buildings.

- * Products to be provided by City of Glendale
- * Wood replacement on gables and related electrical work not included
- * Pony wall and iron fence attached not included in project



CHOLLA VISTA EXTERIOR PAINTING

AREA	QTY	UNIT	UNIT PRICE	TOTAL
BUILDING WALLS - prime and paint	58,560.00	SF	\$ 0.75	\$ 43,920.00
DOORS (5 doors per unit including security door both side)	170.00	EACH	\$ 25.00	\$ 4,250.00
DOOR FRAMES (2 per unit)	68.00	EACH	\$ 10.00	\$ 680.00
FASCIA / TRIM prime and paint	17,465.00	LF	\$ 0.35	\$ 6,112.75
EVES prime and paint	3,815.00	SF	\$ 0.55	\$ 2,098.25
BUILDINGS				\$ 57,061.00

OTHER WALLS, TRASH ENCLOSURES, FENCE				
Wrought iron fence =(200 LF X6' HIGH X 2 SIDES)	2,400.00	SF	\$ 0.20	\$ 480.00
Roof Top AC Vent, cleaning, light sand, prime and painted	34.00	EACH	\$ 50.00	\$ 1,700.00
Trash Enclosures = (354 LF X5'HIGH)	1,770.00	SF	\$ 0.20	\$ 354.00
Block Wall on noth side (313 LF X6'HIGH X 1 SIDE)	1,878.00	SF	\$ 0.85	\$ 1,596.30
Miscellaneous				\$ 4,130.30

BASE TOTAL \$ 61,191.30

ALTERNATE #1				
ALTERNATE # 1 - Remove/Replace Stucco & water sealer - 3' high	15,980.00		\$ 2.15	\$ 34,357.00
For all 5 Buildings - Tear down existing stucco, grind down walls power wash to remove all debries, apply brown coat to level up walls install new stucco to match existing, add water sealer to paint for all new stucco walls to prevent future water penetration. Protect gravel, landscape, haul away materials removed				

TOTAL BASE + ALTERNATE #1 \$ 95,548.30

NOTES: Splinklers next to walls will need to be relocated or regulated to avoid water hitting the buildings.

*Products to be provided by City of Glendale as per contract.

**EXHIBIT B – (Compensation)
CONSTRUCTION AGREEMENT
AMENDMENT 1 to C-10449**

a) Glendale Homes

\$87,896.70 Total value of the work being performed for Glendale Homes
(original agreement and work added by this Amendment)
(\$49,500.00) (original amount approved in Agreement)
\$38,396.70 Cost of work added by the Amendment

b) Cholla Vista Apartments

\$61,191.30 Additional cost to complete work

c) Cholla Vista Apartments

\$34,357.00 (Additional cost for work added by this Amendment)

**Total cost of Compensation for original Contract and Amendment 1:
\$183,445.00**