



**PURCHASING ITEM
FOR
COUNCIL AGENDA**

1. Agenda Item Number:

38

2. Council Meeting Date:

October 30, 2008

TO: MAYOR & COUNCIL

3. Date Prepared: October 8, 2008

THROUGH: CITY MANAGER

4. Requesting Department: Planning and Development

5. SUBJECT: One year extension of agreements for Civil Plan Review Services, Contract DS7-925-2325 in an amount not to exceed \$200,000.

6. RECOMMENDATION: Staff recommends a one year extension of the agreements to Willdan and Jeffers and Associates in an amount not to exceed \$200,000:

7. HISTORICAL BACKGROUND/DISCUSSION: For more than 15 years, Development Services has contracted with various providers for civil engineering plan review to supplement staff. These contracts will allow for the continuation of the availability of these services. Although the pace of development has slowed significantly extension of these contracts will allow for the use of registered design professionals under contract to assist city staff in the evaluation of complex infill and redevelopment projects. Contract extensions would also ensure that the city has assets in place in order to respond to any economic development opportunities that will require a rapid response.

8. EVALUATION PROCESS: The contracts were awarded November 16, 2006 by Council for a two (2) year period and authorized three (3) one year extension options. This is the first extension. City staff is satisfied with each firm's work and is recommending that the extensions of the agreements be approved. All rates remain the same.

9. FINANCIAL IMPLICATIONS: All costs associated with this contract are paid from line items approved in the annual budget process. There is no request for additional funding associated with this request. Account # 101.1535.0000.5239 is budgeted at \$200,000 for civil plan review services.

10. PROPOSED MOTION: Move to approve extension of agreements for Contract DS7-925-2325 with Willdan and Jeffers and Associates for one year, and authorize the Mayor to sign the extension agreements in an amount not to exceed \$200,000.

APPROVALS

11. Requesting Department

Dave Nakagawara, P.E.

12. Department Head

Jeff Kurtz, Acting Director

13. Purchasing Supervisor

Robert Descheemaker, CPPB

14. City Manager

W. Mark Pentz

AMENDMENT NUMBER ONE,
TO AGREEMENT BETWEEN THE CITY OF CHANDLER
AND
NAME OF VENDOR
FOR Jeffers and Associates
AGREEMENT NO. DS6-925-2325

This Amendment #ONE to that certain Agreement Between the City Of Chandler (CITY) and Jeffers and Associates, PLLC (CONTRACTOR) for Civil Plan Review Services dated November 20, 2008 and is entered into this day of , 2008.

WHEREAS, the parties have agreed;

NOW THEREFORE, the parties agree as follows:

1. This contract is extended for a one-year period, November 17, 2008 through November 16, 2009,
2. Attached "Contractor Immigration Warranty" documents shall be incorporated as Exhibit D. **Section 2.4. Compliance with Applicable Laws** of agreement is amended to add the following language,
 - 2.4.1 Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
 - 2.4.2 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.
 - 2.4.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.
 - 2.4.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.
 - 2.4.5 The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

- 2.4.6 In accordance with A.R.S. §35-397, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Iran.
- 2.4.7 In accordance with A.R.S. §35-397, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Sudan.
- 3. 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 _____, 200 .

CITY OF CHANDLER:

By: _____
MAYOR

CONSULTANT:
Jeffers & Associates, PUC
By: David S Jeffers
Title: Member

APPROVED AS TO FORM:

City Attorney [Signature]

ATTEST: (If corporation)

ATTEST:

Secretary

City Clerk

WITNESS: (If Individual or Partnership)

[SEAL]

EXHIBIT D

Contractor Immigration Warranty
To Be Completed by Contractor Prior to Execution of Contract

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Contract Number:	
Name (as listed in the contract):	Jeffers & Associates, PLLC
Street Name and Number:	807 E Harvard Ave
City: Gilbert	State: Arizona Zip Code: 85234

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees; and

Signature of Contractor (Employer) or Authorized Designee:

David S Jeffers

Printed Name: David S Jeffers

Title: Member

Date (month/day/year): 10/16/2008

**AMENDMENT NUMBER ONE,
 TO AGREEMENT BETWEEN THE CITY OF CHANDLER
 AND
 Willdan
 FOR CIVIL Plan Review Services
 AGREEMENT NO. DSG-925-2325**

This Amendment #ONE to that certain Agreement Between the City Of Chandler (CITY) and Willdan (CONTRACTOR) for Civil Plan Review Services dated November 20, 2006 and is entered into this _____ day of _____, 2008.

WHEREAS, the parties have agreed;

NOW THEREFORE, the parties agree as follows:

1. This contract is extended for a one-year period, November 17, 2008 through November 16, 2009.
2. Attached "Contractor Immigration Warranty" documents shall be incorporated as Exhibit C, **Section 2.4. Compliance with Applicable Laws** of agreement is amended to add the following language,
 - 2.4.1 Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the Immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
 - 2.4.2 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.
 - 2.4.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.
 - 2.4.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractor Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.
 - 2.4.5 The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

- 2.4.6 In accordance with A.F.S. §35-397, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Iran.
- 2.4.7 In accordance with A.F.S. §35-397, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Sudan.
- 3. 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 _____ 2008.

CITY OF CHANDLER:

CONSULTANT:

By: _____
MAYOR

By: [Signature]
Title: Regional Manager

APPROVED AS TO FORM:

City Attorney [Signature]

ATTEST: (If corporation)

ATTEST:

[Signature]
Secretary

City Clerk _____

WITNESS: (If individual or Partnership)

[SEAL]



EXHIBIT C

**Contractor Immigration Warranty
To Be Completed by Contractor Prior to Execution of Contract**

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Contract Number:	DS6-925-2325		
Name (as listed in the contract):	Civil Plan Review Services, <i>Willden</i>		
Street Name and Number:	7500 N. Dreamy Draw Dr		
City:	Phoenix	State:	AZ Zip Code: 85020

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal Immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees; and

Signature of Contractor (Employer) or Authorized Designee:

Susanna R Stuble

Printed Name: Susanna R Stuble

Title: Regional Manager

Date (month/day/year): 10/17/08