



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
Memo No. CA09-150**

**1. Agenda Item Number:**  
**22**  
**2. Council Meeting Date:**  
January 8, 2009

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** December 19, 2008

**THROUGH: CITY MANAGER**

**4. Requesting Department:** Public Works

**5. SUBJECT:** Approve a one-year extension for job order contract in an amount not to exceed \$200,000 to Phoenix Demolition Company and Salvage, Inc., Contract No. JOC07-02; and approve a one-year extension for job order contract in an amount not to exceed \$200,000 to Complete Decon Inc., Contract No. JOC07-10.

**6. RECOMMENDATION:** Staff recommends that Council approve a one-year extension for job order contract in an amount not to exceed \$200,000 to Phoenix Demolition Company and Salvage, Inc., Contract No. JOC07-02; and approve a one-year extension for job order contract in an amount not to exceed \$200,000 to Complete Decon Inc., Contract No. JOC07-10.

**7. BACKGROUND/DISCUSSION:** On January 11, 2007, Council approved the award of Job Order Contract No. JOC07-02 to Phoenix Demolition Company and Salvage, Inc., and Job Order Contract No. JOC07-10 to Complete Decon, Inc., for demolition and site clearing services, with options to renew for four additional years. Each of these extensions is the second one-year extension of their respective contracts.

**8. EVALUATION:** Phoenix Demolition Company and Salvage, Inc., and Complete Decon, Inc., were each selected for award of a job order contract for demolition and site clearing services in accordance with established City policies and procedures.

**9. FINANCIAL IMPLICATIONS:** Based on projected needs, staff anticipates that as much as \$400,000 per year will be expended on job order contracts. The owner/user department shall provide funding for each individual project requiring job order contracting services. Those project agreements exceeding \$50,000 will be brought forward to Council for approval.

**10. PROPOSED MOTION:** Move that Council approve a one-year extension for job order contract in an amount not to exceed \$200,000 to Phoenix Demolition Company and Salvage, Inc., Contract No. JOC07-02; and approve a one-year extension for job order contract in an amount not to exceed \$200,000 to Complete Decon Inc., Contract No. JOC07-10.

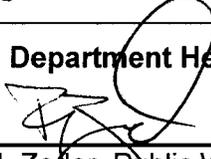
**ATTACHMENTS:** Agreements

**APPROVALS**

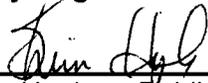
**11. Requesting Department**

  
William Fay, Public Works Engineer

**13. Department Head**

  
R.J. Zeder, Public Works Director

**12. City Engineer**

  
Sheina Hughes, Public Works Director/City Engineer

**14. City Manager**

  
W. Mark Pentz

NOTICE OF EXERCISE OF OPTION TO EXTEND  
JOB ORDER CONTRACT (JOC) FOR DEMOLITION AND SITE CLEARING SERVICES  
PROJECT NUMBER JOC07-02

The City Council authorized the City of Chandler (hereinafter referred to as "CITY") and Phoenix Demolition Company & Salvage, Inc. an Arizona Corporation (hereinafter referred to as "JOC") to enter into a JOC Contract for Demolition And Site Clearing Services (hereinafter referred to as "AGREEMENT") which was approved by the City Council on January 11, 2007 and executed on January 26, 2007.

1. This AGREEMENT authorized CITY the option to extend this AGREEMENT for four one-year terms.
2. CITY hereby gives notice of the exercise of its option to extend the AGREEMENT for one year pursuant to the same terms and conditions as the AGREEMENT.
3. This Notice is hereby incorporated to the AGREEMENT and must be filed with the City Clerk's Office.
4. Article 13, of the above referenced JOC Contract, is hereby; amended by adding additional language Required Compliance With Arizona Procurement Law described in more detail in Exhibit A attached hereto and incorporated herein by reference.
5. 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 \_\_\_\_\_, 2009.

CITY OF CHANDLER:

By: \_\_\_\_\_  
MAYOR Date

APPROVED AS TO FORM:

City Attorney by: \_\_\_\_\_  
ATTEST: \_\_\_\_\_  
City Clerk

JOC: Phoenix Demolition Company & Salvage, Inc.

By: \_\_\_\_\_  
Title: Scott P. Sterne, President

ATTEST: (If corporation)

\_\_\_\_\_ Secretary

WITNESS: (If Individual or Partnership)

SEAL

CC: City Clerk User Dept Project Mgr Consultant Project Analyst File

## EXHIBIT A

### REQUIRED COMPLIANCE WITH ARIZONA PROCUREMENT LAW

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").

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.

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.

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.

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.

In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Sudan.

**EXHIBIT A (cont.)**

**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.

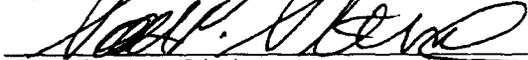
By completing and signing this form, the contractor shall attest that it and all subcontractors performing work under the cited State contract meet all conditions contained herein.

Project Number/Division: JOC07-02		
Name (as listed in the contract): JOC For Demolition And Site Clearing Services		
Street Name and Number:		
City: Chandler	State: AZ	Zip Code:

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
3. The contractor has identified all contractor and subcontractor employees who perform work under the contract and has verified compliance with Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214.

**Signature of Contractor (Employer) or Authorized Designee:**



Phoenix Demolition Company & Salvage, Inc.

Printed Name: Scott P. Sterne

Title: President

Date (month/day/year): December 17, 2008

NOTICE OF EXERCISE OF OPTION TO EXTEND  
JOB ORDER CONTRACT (JOC) FOR DEMOLITION AND SITE CLEARING SERVICES  
PROJECT NUMBER JOC07-10

The City Council authorized the City of Chandler (hereinafter referred to as "CITY") and Complete Decon, Inc., an Arizona Corporation (hereinafter referred to as "JOC") to enter into a JOC Contract for Demolition And Site Clearing Services (hereinafter referred to as "AGREEMENT") which was approved by the City Council on January 11, 2007 and executed on January 31, 2007.

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2. CITY hereby gives notice of the exercise of its option to extend the AGREEMENT for one year pursuant to the same terms and conditions as the AGREEMENT.
3. This Notice is hereby incorporated to the AGREEMENT and must be filed with the City Clerk's Office.
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5. 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 \_\_\_\_\_, 2009.

CITY OF CHANDLER:

By: \_\_\_\_\_

MAYOR Date

APPROVED AS TO FORM:

City Attorney by: \_\_\_\_\_

ATTEST: \_\_\_\_\_

City Clerk

JOC:

By:     *Danell Howard*    

Title:     DANIEL HOWARD, PRESIDENT    

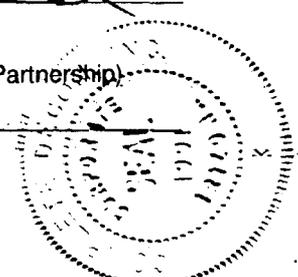
ATTEST: (If corporation)

\_\_\_\_\_  
Secretary

WITNESS: (If Individual or Partnership)

\_\_\_\_\_

SEAL



CC: City Clerk    User Dept    Project Mgr    Consultant    Project Analyst    File

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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.

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.

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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.

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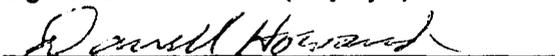
By completing and signing this form, the contractor shall attest that it and all subcontractors performing work under the cited State contract meet all conditions contained herein.

Project Number/Division: JOC07-10		
Name (as listed in the contract): JOC For Demolition And Site Clearing Services		
Street Name and Number:		
City: Chandler	State: AZ	Zip Code:

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
3. The contractor has identified all contractor and subcontractor employees who perform work under the contract and has verified compliance with Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214.

**Signature of Contractor (Employer) or Authorized Designee:**



Printed Name: DARRELL HOWARD

Title: PRESIDENT

Date (month/day/year): 12-18-2008