



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA09-151**

1. Agenda Item Number:
20
2. Council Meeting Date:
February 12, 2009

TO: MAYOR & COUNCIL

3. Date Prepared: January, 26, 2009

THROUGH: CITY MANAGER

4. Requesting Department: Public Works

5. SUBJECT: Approve a one-year extension for job order contracts in an amount not to exceed \$1,000,000 each to J. Banicki Construction, Contract No. JOC07-03; and Nesbitt Contracting Co., Inc., Contract No. JOC07-11.

6. RECOMMENDATION: Staff recommends that Council approve a one-year extension for job order contracts in an amount not to exceed \$1,000,000 each to J. Banicki Construction, Contract No. JOC07-03; and Nesbitt Contracting Co., Inc., Contract No. JOC07-11

7. BACKGROUND/DISCUSSION: On January 25, 2007, Council approved the award of Job Order Contract No. JOC07-03 to J. Banicki Construction, Job Order Contract No. JOC07-11 to Nesbitt Contracting Co., Inc., and Job Order Contract No. JOC07-12 to Visus Engineering Construction, Inc., with options to renew for four additional years. Each of these extensions is the second one-year extension of their respective contracts.

Type of work to be done is to address construction services related to roads, streets, transportation arterials, sidewalks, utilities located in transportation rights-of-way, and transportation related infrastructure improvements. Past projects done using this contracting method includes specialty work outside the realm of maintenance services provided by the City such as bridge railing maintenance or unplanned, schedule sensitive projects, such as fencing along the western canal.

8. EVALUATION: The City's selection process was developed in accordance with state law for job order contracting. Staff received statements of qualifications from four contractors on November 1, 2006 and selected J. Banicki Construction, Nesbitt Contracting Co., Inc., and Visus Engineering Construction, Inc., for award.

9. FINANCIAL IMPLICATIONS: Based on potential needs, staff anticipates that as much as \$2,000,000 per year could be expended on job order contracts. This is a reduction from the \$15,000,000 that was available over three contracts in the previous extension. Visus Engineering Construction, Inc, which did not receive any work in the previous extension will not be extended. Those project agreements exceeding \$50,000 will be brought forward to Council for approval.

10. PROPOSED MOTION: Move that Council a one-year extension for job order contracts in an amount not to exceed \$1,000,000 each to J. Banicki Construction, Contract No. JOC07-03; and Nesbitt Contracting Co., Inc., Contract No. JOC07-11.

ATTACHMENTS: Agreements

APPROVALS

11. Requesting Department



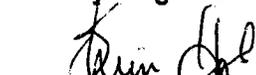
William Fay, Public Works Engineer

13. Department Head



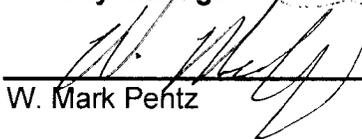
R.J. Zeder, Public Works Director

12. City Engineer



Sheina Hughes, Assistant Public Works Director/City Engineer

14. City Manager



W. Mark Pentz

NOTICE OF EXERCISE OF OPTION TO EXTEND
 JOB ORDER CONTRACT (JOC) FOR TRANSPORTATION RELATED CONSTRUCTION SERVICES
 PROJECT NUMBER JOC07-03

The City Council authorized the City of Chandler (hereinafter referred to as "CITY") and J. Banicki, Inc., an Arizona corporation (hereinafter referred to as "JOC") to enter into a JOC Contract for transportation related construction services (hereinafter referred to as "AGREEMENT") which was approved by the City Council on January 25, 2007 and executed on February 1, 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. The total cost of work issued to the JOC by the City of Chandler will not exceed One Million dollars (\$1,000,000).
6. 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 *[Signature]*

ATTEST:

City Clerk

SEAL

JOC
[Signature]
 By: _____

Title: *President* *Jerry Banicki*

ATTEST: (If corporation)

Melissa Paschall

Secretary

WITNESS: (If Individual or Partnership)

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: JOC07-03 | | |
| Name (as listed in the contract): Job Order Contract (JOC) For Transportation Related Construction 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: _____

Title: _____

Date (month/day/year): _____

NOTICE OF EXERCISE OF OPTION TO EXTEND
JOB ORDER CONTRACT (JOC) FOR TRANSPORTATION RELATED CONSTRUCTION SERVICES
PROJECT NUMBER JOC07-11

The City Council authorized the City of Chandler (hereinafter referred to as "CITY") and Nesbitt Contracting Co., Inc., a Corporation of the State of Arizona (hereinafter referred to as "JOC") to enter into a JOC Contract for transportation related construction services (hereinafter referred to as "AGREEMENT") which was approved by the City Council on January 25, 2007 and executed on February 7, 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. The total cost of work issued to the JOC by the City of Chandler will not exceed One Million dollars (\$1,000,000).
6. 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: *[Signature]*

ATTEST:

City Clerk

JOC:
By: *[Signature]*
Title: James L. Nesbitt, President

ATTEST: (If corporation)
[Signature]
Michael J. Elliott, Secretary
Secretary

WITNESS: (If Individual or Partnership)

SEAL

CC: City Clerk User Dept Project Mgr Consultant Project Anaylst 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.

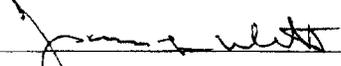
| | | |
|---|-----------|-----------|
| Project Number/Division: JOC07-11 | | |
| Name (as listed in the contract): Job Order Contract (JOC) For Transportation Related Construction Services | | |
| Street Name and Number: | | |
| City: Chandler | State: AZ | Zip Code: |

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.

Nesbitt Contracting Co., Inc.

Signature of Contractor (Employer) or Authorized Designee:



Printed Name: James L. Nesbitt

Title: President

Date (month/day/year): 12/19/2008