



**PURCHASING ITEM
FOR
COUNCIL AGENDA**

MEMO NO. ST09-014

1. Agenda Item Number:

23

2. Council Meeting Date:
February 12, 2009

TO: MAYOR & COUNCIL

3. Date Prepared: January 8, 2009

THROUGH: CITY MANAGER

4. Requesting Department: Public Works

5. SUBJECT: Renew Agreement No. ST8-745-2552 for Recycled Tire Rubber Modified Surface Seal (TRMSS) on Bituminous Paved Surfaces with Cholla Pavement Maintenance Inc. in the amount of \$230,000 for one year with remaining options to renew for three (3) additional one-year periods.

6. RECOMMENDATION: Recommend renewing Agreement No. ST8-745-2552 for Recycled Tire Rubber Modified Surface Seal (TRMSS) on Bituminous Paved Surfaces with Cholla Pavement Maintenance Inc. in the amount of \$230,000 for one year with remaining options to renew for three (3) additional one-year periods.

7. BACKGROUND/DISCUSSION: Recycled Tire Rubber Modified Surface Seal (TRMSS) is a surface treatment that is used to maintain City streets. TRMSS is used to garner the benefits of the tire rubber added to the sealant. The City of Chandler and neighboring cities have used TRMSS with excellent results and success. By utilizing discarded tires in the asphalt sealant, the streets retain their appearance and longevity. By recycling this rubber material, we are maintaining our streets using a "green" technology. TRMSS seals smaller cracks and puts a thin layer of asphalt, tire rubber and polymers on the pavement to protect the pavement from deterioration and help to lengthen the life of the pavement.

Informational door hangers will notify citizens and businesses when work is to be completed. City streets will not be closed, as only half a street will be sealed at a time.

8. EVALUATION PROCESS: In December 2007, staff issued a bid for Tire Rubber Modified Surface Seal (TRMSS) on Bituminous Paved Surfaces. The bid was advertised and all registered vendors were notified. On February 28, 2008, Council awarded the agreement to Cholla Pavement Maintenance Inc. with options to renew for up to four (4) additional one-year periods. This is the first of the one-year renewals. The term of this agreement will be March 1, 2009 – February 28, 2010.

9. FINANCIAL IMPLICATIONS:

Cost: \$230,000

Savings: N/A

Long Term Savings: N/A

Fund Source:

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
101.3300.0000.6513	General Fund	Street Maintenance	N/A	\$230,000

10. PROPOSED MOTION: Recommend renewing Agreement No. ST8-745-2552 for Recycled Tire Rubber Modified Surface Seal (TRMSS) on Bituminous Paved Surfaces with Cholla Pavement Maintenance Inc. in the amount of \$230,000 for one year with remaining options to renew for three (3) additional one-year periods.

ATTACHMENT: Contract Agreement

APPROVALS

11. Requesting Department

Daniel W. Cook, Deputy Public Works Director

12. Department Head

R.J. Zeder, Public Works Director

13. Procurement Officer

Sharon Brause, CPPB, CPCP

14. City Manager

W. Mark Pentz

**AMENDMENT NUMBER ONE
BETWEEN THE CITY OF CHANDLER
&
CHOLLA PAVEMENT MAINTENANCE INC.
AGREEMENT No. ST8-745-2552**

This Amendment #1 to that certain Agreement between the City of Chandler and **CHOLLA PAVEMENT MAINTENANCE INC.** (CONTRACTOR) for Acrylic Seal Coat / Tire Rubber Modified Surface Seal (TRMSS) dated March 4, 2008 between the City of Chandler (CITY) and, is entered into this ____ day of _____, 2009.

WHEREAS, the parties have agreed to extend this contract as follows;

1. This Agreement is extended for a one-year period, March 1, 2009 through February 28, 2010.
2. The Agreement price is a total amount not to exceed Two Hundred Thirty Thousand (\$230,000) which sum shall include all costs or expenses incurred by CONTRACTOR payable as set forth in Amended Exhibit B,
3. 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 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. §35-393.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Iran.
 - 2.4.7 In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

4. 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 _____, 2009.

CITY OF CHANDLER:

By: _____
MAYOR

CONTRACTOR:

By: Judy A. Briggs
Title: President

APPROVED AS TO FORM:

City Attorney ph

ATTEST:

City Clerk

ATTEST: (If corporation)

Robert Adams
Secretary

WITNESS: (If individual or Partnership)

[SEAL]

**EXHIBIT B
PRICING 08/09**

CONTRACTOR hereby agrees to perform all work for the construction of Tire Rubber Modified Surface Seal (TRMSS) in strict accordance with the Agreement documents, within the time set forth therein, and at the prices stated below.

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>PRICE (per gallon)</u>	<u>EXCLUDING TAX</u>
Furnish and apply TRMSS	67,000	\$3.35	\$224,450.00

Alternate Work - Parking Lot Resurfacing

1. Unit Price per Square Yard Complete in Place \$0.83/sq yard

2. Material Sources
 - A. Source of Emulsified Asphalt: Wright Asphalt
 - B. Source of Oil: Wright Asphalt
 - C. Refining Source of Asphalt: Wright Asphalt

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:	ST8-745-2552				
Name (as listed in the contract):	Cholla Pavement Maintenance Inc.				
Street Name and Number:	PO Box 5430				
City:	Apache Junction	State:	AZ	Zip Code:	85278

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.

Signature of Contractor (Employer) or Authorized Designee:

Judy A Briggs

Printed Name: Judy A Briggs

Title: President

Date (month/day/year): _____