



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
Memo No. CA11-094**

**1. Agenda Item Number:**

**27**

**2. Council Meeting Date:**  
January 27, 2011

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** December 14, 2010

**THROUGH: CITY MANAGER**

**4. Requesting Department:** Transportation and Development

**5. SUBJECT:** Approve a one-year extension for job order contract in an amount not to exceed \$500,000 to Brycon Construction, Contract No. JOC07-06.

**6. RECOMMENDATION:** Staff recommends that Council approve a one-year extension for job order contract in an amount not to exceed \$500,000 to Brycon Construction, Contract No. JOC07-06.

**7. BACKGROUND/DISCUSSION:** On January 11, 2007, Council approved the award of Job Order Contract No. JOC07-06 to Brycon Construction, for general construction services, with the option to renew for four additional years. This extension is the fourth and final one-year extension of their contract. In 2010, the City expended \$2,100,000 on general construction job order contracts.

**8. EVALUATION:** Brycon Construction was selected for award of a job order contract for general construction services, including major and minor construction projects, renovations and repairs, additions, demolition, reconstructions, and alterations to City facilities, in accordance with established City policies and procedures. In 2010, the City performed modifications to City facilities for safety upgrades; repair to downtown facilities; interior remodels; wall construction and repair; Municipal Utilities facility upgrades; and building mechanical upgrades. In 2011, staff anticipates the need for aquatic facility safety renovations; neighborhood and community park improvements; upgrades to City facilities; and interior remodels.

**9. FINANCIAL IMPLICATIONS:** Based on projected needs, staff anticipates that as much as \$2,500,000 per year will be expended on general construction job order contracts. Projects utilizing the JOC are those that recognize a savings from significant reductions in design costs or shortened project durations. 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 \$500,000 to Brycon Construction, Contract No. JOC07-06, and authorize the Mayor to sign the contract documents.

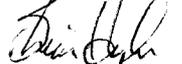
**ATTACHMENTS:** Agreements

**APPROVALS**

**11. Requesting Department**

  
William Fay, Public Works Engineer

**13. Department Head**

 Acting for  
R.J. Zeder, Transportation & Development Director

**12. City Engineer**

  
Sheina Hughes, City Engineer

**14. Acting City Manager**

  
Rich Dlugas

**NOTICE OF EXERCISE OF OPTION TO EXTEND  
JOB ORDER CONTRACT (JOC) FOR CONSTRUCTION SERVICES, MAJOR RENOVATIONS,  
REPAIRS, DEMOLITION AND RE-CONSTRUCTION  
PROJECT NUMBER JOC07-06**

The City Council authorized the City of Chandler (hereinafter referred to as "CITY") and Brycon Corporation a New Mexico Corporation licensed to do business in the state of Arizona (hereinafter referred to as "JOC") to enter into a JOC for construction services, major renovations, repairs, demolition and re-construction (hereinafter referred to as "AGREEMENT") which was approved by the City Council on January 11, 2007 and executed on January 31, 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 Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CITY OF CHANDLER:

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

MAYOR

Date

APPROVED AS TO FORM:

City Attorney by: *ptw*

ATTEST:

City Clerk

SEAL

Brycon Corporation

JOC:

By: *[Signature]*

Title: Jim Michaels, Operations Manager

ATTEST: (If corporation)

*[Signature]*

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.

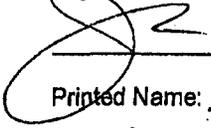
By completing and signing this form, the contractor shall attest that it and all subcontractors performing work under the cited State contract meet all conditions contained herein.

|                                                                                                                                                  |           |           |
|--------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------|
| Project Number/Division: JOC07-06                                                                                                                |           |           |
| Name (as listed in the contract): Job Order Contract (JOC) For Construction Services, Major Renovations, Repairs, Demolition And Re-Construction |           |           |
| 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: Jim Michaels

Title: Operations Manager

Date (month/day/year): 12/20/2010