



**PURCHASING ITEM
FOR
COUNCIL AGENDA
MEMO NO. CA09-143**

1. Agenda Item Number:
21
2. Council Meeting Date:
February 12, 2009

TO: MAYOR & COUNCIL

3. Date Prepared: January 18, 2009

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 \$3,000,000 to SDB, Inc., Contract No. JOC07-04; approve a one-year extension for job order contract in an amount not to exceed \$1,000,000 each to Brycon Construction, Contract No. JOC07-06, and Jokake Construction, Contract No. JOC07-08.

6. RECOMMENDATION: Staff recommends that Council approve a one-year extension for job order contract in an amount not to exceed \$3,000,000 to SDB, Inc., Contract No. JOC07-04; approve a one-year extension for job order contract in an amount not to exceed \$1,000,000 each to Brycon Construction, Contract No. JOC07-06, and Jokake Construction, Contract No. JOC07-08.

7. BACKGROUND/DISCUSSION: On January 11, 2007, Council approved the award of Job Order Contract No. JOC07-04 to SDB, Inc., and Job Order Contract No. JOC07-06 to Brycon Construction, for general construction services, with options to renew for four additional years. On January 25, 2007, Council approved the award of Job Order Contract No. JOC07-08 to Jokake Construction for general construction services, with options to renew for four additional years. Each of these extensions is the second one-year extension of their respective contracts. In 2008, the City expended \$6,000,000 in job order contracts.

8. EVALUATION: SDB, Inc., Brycon Construction, and Jokake Construction were each 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.

9. FINANCIAL IMPLICATIONS: Based on projected needs, staff anticipates that as much as \$5,000,000 per year will be expended on job order contracts. 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 \$3,000,000 to SDB, Inc., Contract No. JOC07-04; approve a one-year extension for job order contract in an amount not to exceed \$1,000,000 each to Brycon Construction, Contract No. JOC07-06, and Jokake Construction, Contract No. JOC07-08.

ATTACHMENTS: Agreements

APPROVALS

11. Requesting Department

William P. Fay

William Fay, Public Works Engineer

13. Department Head

R.J. Zeder

R.J. Zeder, Public Works Director

12. City Engineer

Sheina Hughes

Sheina Hughes, Assistant Public Works Director/City Engineer

14. City Manager

W. Mark Peritz

W. Mark Peritz

**NOTICE OF EXERCISE OF OPTION TO EXTEND
JOB ORDER CONTRACT (JOC) FOR CONSTRUCTION SERVICES, MAJOR RENOVATIONS,
REPAIRS, DEMOLITION AND RE-CONSTRUCTION
PROJECT NUMBER JOC07-04**

The City Council authorized the City of Chandler (hereinafter referred to as "CITY") and SDB, Inc., a Corporation of 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 _____, 2009.

CITY OF CHANDLER:

By: _____
MAYOR Date

APPROVED AS TO FORM:

City Attorney by: 

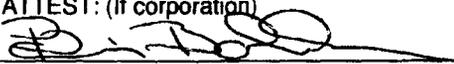
ATTEST:

City Clerk

JOC:

By: 
Title: _____

ATTEST: (If corporation)


Secretary

WITNESS: (If Individual or Partnership)

SEAL

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

10/8/08 EV

JOC07-04

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: JOC07-04		
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: Sean M Jones

Title: Project Manager

Date (month/day/year): 12/18/08

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.

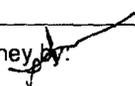
IN WITNESS WHEREOF, the parties have hereunto subscribed their names this _____ day of _____, 2009.

CITY OF CHANDLER:

By: _____

MAYOR Date

APPROVED AS TO FORM:

City Attorney by: 

ATTEST:

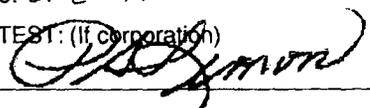
City Clerk

JOC:

By:  _____

Title: OPERATIONS MANAGER

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.

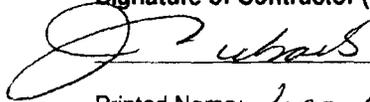
By completing and signing this form, the contractor shall attest that it and all subcontractors performing work under the cited State contract meet all conditions contained herein.

Project Number/Division: JOC07-06		
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 Miracles
Title: OPERATIONS MANAGER
Date (month/day/year): 12/18/08

NOTICE OF EXERCISE OF OPTION TO EXTEND
JOB ORDER CONTRACT (JOC) FOR CONSTRUCTION SERVICES, MAJOR RENOVATIONS,
REPAIRS, DEMOLITION AND RE-CONSTRUCTION
PROJECT NUMBER JOC07-08

The City Council authorized the City of Chandler (hereinafter referred to as "CITY") and Jokake Construction Company, an Arizona Corporation (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.

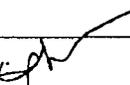
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5. All other terms and conditions of the above referenced Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this 18th day of December, 2008.

CITY OF CHANDLER:

By: _____
MAYOR Date

APPROVED AS TO FORM:

City Attorney by: 

ATTEST: _____
City Clerk

JOC: Jokake Construction Services, Inc.

By:  _____
Title: 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").

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

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EXHIBIT A (cont.)

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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: JOC07-08		
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: Rozlyn Lipsey
Title: President
Date (month/day/year): 12.18.08