



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS**

Award Contract Grant

Requested Board Meeting Date: 02/07/23

** = Mandatory, information must be provided*

or Procurement Director Award:

***Contractor/Vendor Name/Grantor (DBA):**

Barker Contracting, Inc., Chasse Building Team, Inc., Core Construction, Inc., Durazo Construction Corporation, Kapp-Con Incorporated, Kittle Design and Construction, LLC, Lloyd Construction Company, Inc., SD Crane Builders, Inc.

***Project Title/Description:**

Job Order Master Agreement: Remodel And Construction Services

***Purpose:**

Amendment of Award: Master Agreement No. MA-PO-20-154, Amendment No. Five (5). This amendment adds \$2,000,000.00 to this term's shared award amount to allow for several scheduled projects detailed in the attached memo, for a cumulative not-to-exceed amount of \$17,500,000.00, and adds the Forced Labor of Ethnic Uyghurs clause to the Master Agreement. Administering Department: Facilities Management.

This is an indefinite delivery/indefinite quantity job order master agreement. For projects estimated at less than \$250,000.00 the department may select a contractor based on availability, specialty or other such basis as the department may determine in its sole discretion. For projects estimated at \$250,000.00 or more, selection will be based on the responses to a request for quotation covering either cost or cost and schedule from all the job order contractors. No individual Job Order may exceed \$1,500,000.00, including any change orders.

***Procurement Method:**

Pursuant to Solicitation for Qualifications No. SFQ-PO-2000014, on 04/07/20, the Board of Supervisors awarded a shared master agreement for these services in the amount of \$2,500,000.00 for an agreement term of 04/07/20 to 04/06/21.

Amendment No. One (1) was approved by the Board of Supervisors on 02/16/21, to increase the annual shared award amount by \$1,000,000.00 from \$2,500,000.00 to \$3,500,000.00 and add \$1,000,000.00 for a cumulative not-to-exceed amount of \$3,500,000.00.

Amendment No. Two (2) was approved by the Procurement Director on 04/22/21, to extend the term of the agreement to 04/06/22 and add the full annual shared award amount of \$3,500,000.00 for a cumulative not-to-exceed amount of \$7,000,000.00.

Amendment No. Three (3) was approved by the Board of Supervisors on 09/07/21, to increase the competition and maximum individual job order thresholds from \$149,999.99 to \$250,000.00 and \$500,000.00 to \$1,500,000.00 respectively, increase the annual shared award amount from \$3,500,000.00 to \$6,000,000.00 and add \$2,500,000.00 for a not-to-exceed amount of \$9,500,000.00.

Amendment No Four (4) was approved by the Procurement Director on 04/05/22, to extend the term of the agreement to 04/06/23 and add the full annual shared award amount of \$6,000,000.00 for a cumulative not-to-exceed amount of \$15,500,000.00.

Attachments: Amendment No. Five (5) and Department Memo.

***Program Goals/Predicted Outcomes:**

To provide a job order master agreement with qualified contractors that provides construction, improvement and maintenance of new and existing County-owned commercial buildings, structures, and facilities.

***Public Benefit:**

To provide the public with contractors that will provide all labor, materials, management, supervision, services, and coordination required to provide a full range of remodeling and construction services on an as-needed basis.

***Metrics Available to Measure Performance:**

The contractor's ability to meet all contractual / project requirements within the anticipated timeline and within the available funding. In addition, performance evaluations will be provided in accordance with BOS Policy D29.1.

***Retroactive:**

No.

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
Expense Amount \$ _____ * Revenue Amount: \$ _____

*Funding Source(s) required: _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 20-154

Amendment No.: 5 AMS Version No.: 10

Commencement Date: 02/07/23 New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense Revenue Increase Decrease

Amount This Amendment: \$ 2,000,000.00

Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required: Various Funds

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Keith E. Rogers Digitally signed by Keith E. Rogers Date: 2023.01.19.14:35:47 -0700

Scott Loomis Digitally signed by Scott Loomis Date: 2023.01.19.16:04:09 -0700

Department: Procurement Director: Terri Spencer Digitally signed by Terri Spencer Date: 2023.01.25.13:53:41 -0700

Telephone: 520-724-3542

Department Director Signature: [Signature]

Date: 1/23/23

Deputy County Administrator Signature: [Signature]

Date: 1/25/2023

County Administrator Signature: [Signature]

Date: 1/25/2023



MEMORANDUM

FACILITIES MANAGEMENT

Date: January 18, 2023

To: Jan Leshar
County Administrator

From: Lisa Josker
Director

Re: **Job Order Master Agreement for February 7, 2023 Board of Supervisors Meeting
MA-PO-20-154, Amendment 5, Remodel and Construction Services**

Amendment 5 to Job Order Master Agreement MA-PO-20-154 (MA), Remodel and Construction Services, is a request to add \$2,000,000 to accommodate several upcoming projects scheduled to start in third quarter 2023.

Background

On April 6, 2022, Amendment 4 added \$6,000,000 to the MA for a cumulative not-to exceed amount of \$15,500,000 for renewal period of April 7, 2022 to April 6, 2023, as approved via Procurement Director Award. At the time of renewal, the available funds in this MA totaled \$6,000,196. From April 8, 2022 to December 15, 2022, Facilities Management (FM) issued 88 delivery orders totaling \$4,758,751. Another \$899,046 was expended by encumbrances in place prior to Amendment 4, leaving only \$342,399 currently available in this MA as of 12/15/2022.

FM uses this master agreement to provide construction services to all County departments on a day-to-day basis and allows FM to do construction projects up to \$1,500,000 per project. Below is a breakdown by number of delivery orders issued between 4/8/22 and 12/15/22

Construction projects from \$0.00 to \$49,999 - 66 delivery orders totaling \$978,200.63

Construction projects from \$50,000 to \$124,999 - 9 delivery orders totaling \$865,239

Construction projects from \$125,000 to \$499,999 - 12 delivery orders totaling \$2,275,241

Construction projects from \$500,000 to \$1,500,000 - 1 delivery order totaling \$637,442

Almost all projects involving hard construction begin as a service request and are generally unknown until the department submits a service request. The request typically asks for an estimate to either renovate, remodel, or improve their suite. After FM's initial programming, the department receives schematic plans, scope of work, and an overall project budget. If acceptable, the department approves the work for FM to move forward on the project. These projects usually include interior remodels such as walls, doors, windows, and flooring, exterior improvements such as painting, stucco repair, sidewalk extensions, mechanical equipment replacement, security barriers installations, and flagpole installations.

An example of this type of work order using the job order MA is the request for an estimate to enclose the staff patio at the Flowing Wells Library due to security concerns. FM programmed the project, provided a schematic plan and elevations, scope of work and a project budget, which the Library District approved. The construction was bid to four of the eight General Contractors on the master agreement. This project is now complete with the cost of construction at \$189,654.

Since the start of the pandemic, manufacturing, supply chain, and labor costs have all contributed to escalating construction costs and longer project schedules. In recent months, some product availability has stabilized, but costs remain high.

FM currently has six (6) large, greater than \$100,000, projects scheduled to go to bid in late January and five (5) small / medium projects, less than \$100,000, scheduled to go to bid in February. The estimated total is \$1,634,000.

The departments requesting this work include Sheriff, Superior Court, Library District, County Attorney, Recorder, Waste Water, and FM.

PIMA COUNTY FACILITIES MANAGEMENT DEPARTMENT

PROJECT: JOB ORDER MASTER AGREEMENT:
REMODEL AND CONSTRUCTION SERVICES

CONTRACTORS: Barker Contracting, Inc.
2127 E Speedway Blvd,
Tucson, AZ 85716

Chasse Building Team, Inc.
5115 N Oracle Rd.
Tucson, AZ 85704

Core Construction, Inc.
3097 W Ina Rd.
Tucson, AZ 85741

Durazo Construction Corporation
P.O. Box 629
Tucson, AZ 85701

Kapp-Con Incorporated
4847 N Daisy Dawn Place, Suite 101
Tucson, AZ 85705

Kittle Design and Construction, LLC
2539 N Balboa Ave.
Tucson, AZ 85705

Lloyd Construction Company, Inc.
2180 N Wilmot Rd.
Tucson, AZ 85712

SD Crane Builders, Inc.
1901 E University Dr. #330
Mesa, AZ 85203

MASTER AGREEMENT NO.: MA-PO-20-154

AMENDMENT NO.: Five (5)

FUNDING: Various Funds

MASTER AGREEMENT TERM: 04/07/20 - 04/06/21	ORIGINAL AMOUNT:	\$	2,500,000.00
TERMINATION PRIOR AMENDMENT: 04/06/23	PRIOR AMENDMENTS:	\$	13,000,000.00
TERMINATION THIS AMENDMENT: 04/06/23	AMOUNT THIS AMENDMENT:	\$	2,000,000.00
	REVISED AMOUNT:	\$	17,500,000.00

MASTER AGREEMENT AMENDMENT

WHEREAS, COUNTY and CONTRACTORS entered into a Master Agreement (Agreement) for these services, as referenced above; and

WHEREAS, COUNTY has a continuing need for job order remodel and construction services; and

WHEREAS, COUNTY requires a one-time increase to the shared award amount; and

WHEREAS, COUNTY intends to add the Forced Labor of Ethnic Uyghurs clause; and

WHEREAS, COUNTY and CONTRACTORS have agreed to the above modifications.

NOW, THEREFORE, it is agreed as follows:

1. This amendment increases the shared award amount by \$2,000,000.00 for a cumulative not-to-exceed amount of \$17,500,000.00 with no increase to the annual shared award amount.

2. **ADD:** **ARTICLE 33 – FORCED LABOR OF ETHNIC UYGHURS**, the subsequent article is renumbered respectively.

“Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People’s Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.”

All other provisions of the Agreement, not specifically changed by this Amendment, shall remain in effect and be binding upon the Parties.

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Amendment on the dates written below.

PIMA COUNTY

CONTRACTOR

Chair, Board of Supervisors

Authorized Officer Signature

Date

Printed Name and Title

ATTEST:

Contractor Name

Clerk of the Board

Date

Date

This contract template has been approved as to form by the Pima County Attorney’s Office.

WHEREAS, COUNTY and CONTRACTORS have agreed to the above modifications.

NOW, THEREFORE, it is agreed as follows:

1. This amendment increases the shared award amount by \$2,000,000.00 for a cumulative not-to-exceed amount of \$17,500,000.00 with no increase to the annual shared award amount.

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PIMA COUNTY

Chair, Board of Supervisors


Date

ATTEST:

Clerk of the Board

Date

CONTRACTOR



Authorized Officer Signature

Riley Rasmussen

Printed Name and Title

BARKER CONTRACTING, INC.

Contractor Name

Jan 23 2023

Date

This contract template has been approved as to form by the Pima County Attorney’s Office.

WHEREAS, COUNTY and CONTRACTORS have agreed to the above modifications.

NOW, THEREFORE, it is agreed as follows:

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PIMA COUNTY

Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board

Date

CONTRACTOR



Authorized Officer Signature

JEFF DAVIS - PROJECT DIRECTOR

Printed Name and Title

CHASE BUILDING TEAM

Contractor Name

1/19/23

Date

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PIMA COUNTY

Chair, Board of Supervisors


Date

ATTEST:

Clerk of the Board

Date

CONTRACTOR



Authorized Officer Signature

Gary Wenk, Vice President

Printed Name and Title

CORE Construction, Inc.

Contractor Name

01/23/23

Date

This contract template has been approved as to form by the Pima County Attorney’s Office.

WHEREAS, COUNTY and CONTRACTORS have agreed to the above modifications.

NOW, THEREFORE, it is agreed as follows:

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PIMA COUNTY

CONTRACTOR

Chair, Board of Supervisors



Authorized Officer Signature

Date

Mario Durazo, Secretary/Treasurer

Printed Name and Title

ATTEST:

Durazo Construction Corporation

Contractor Name

Clerk of the Board

01/23/2023

Date

Date

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IN WITNESS WHEREOF, the Parties have affixed their signatures to this Amendment on the dates written below.

PIMA COUNTY

Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board

Date

CONTRACTOR



Authorized Officer Signature

Nathan Kappler - President

Printed Name and Title

Kappcon Inc.

Contractor Name

January 20, 2023

Date

This contract template has been approved as to form by the Pima County Attorney’s Office.

WHEREAS, COUNTY and CONTRACTORS have agreed to the above modifications.

NOW, THEREFORE, it is agreed as follows:

1. This amendment increases the shared award amount by \$2,000,000.00 for a cumulative not-to-exceed amount of \$17,500,000.00 with no increase to the annual shared award amount.

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PIMA COUNTY

Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board

Date

CONTRACTOR



Authorized Officer Signature

TOM KITTLE, GENERAL MANAGER
Printed Name and Title

KITTLE DESIGN AND CONSTRUCTION, LLC
Contractor Name

20 JANUARY 2023
Date

This contract template has been approved as to form by the Pima County Attorney’s Office.

WHEREAS, COUNTY and CONTRACTORS have agreed to the above modifications.

NOW, THEREFORE, it is agreed as follows:

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PIMA COUNTY

Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board

Date

CONTRACTOR



Authorized Officer Signature

PAUL PENA, GENERAL MANAGER

Printed Name and Title

LLOYD CONSTRUCTION COMPANY

Contractor Name

1/23/23

Date

This contract template has been approved as to form by the Pima County Attorney's Office.

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PIMA COUNTY

Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board

Date

CONTRACTOR


Authorized Officer Signature
Steven D. Crane, President

Printed Name and Title
SD Crane Builders, Inc.

Contractor Name

1/23/2023

Date

This contract template has been approved as to form by the Pima County Attorney’s Office.