



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA09-103**

1. Agenda Item Number:

52

2. Council Meeting Date:
October 30, 2008

TO: MAYOR & COUNCIL

3. Date Prepared: October 22, 2008

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. SUBJECT: Award a one (1) year extension to the annual Job Order Contract No. JOC07-13 to Layne Christensen Company for well drilling and rehabilitation services, in an amount not to exceed \$3,000,000.

6. RECOMMENDATION: Staff recommends Council award a one (1) year extension to the annual Job Order Contract No. JOC07-13 to Layne Christensen Company for well drilling and rehabilitation services, in an amount not to exceed \$3,000,000.

7. BACKGROUND/DISCUSSION: The development of new water production well sites and the rehabilitation of existing well sites is required to provide water in order to meet the City's future demand. This Job Order Contract will provide for drilling and rehabilitation services for diagnostic, monitoring, injection, and water production wells. On November 8, 2007, Council approved the Job Order Contract JOC07-13 with Layne Christensen Company. This extension is the first of four optional one (1) year extensions.

\$1,500,000 of this amount is to cover the expenditures of two projects previously approved by Council on September 25, 2008: Tumbleweed Aquifer Storage and Recovery (ASR) Well #8 Drilling (Project No. WW0701-401) and Ocotillo ASR Wells 5 & 6 Drilling (Project No. WW0807-401).

8. EVALUATION PROCESS: The consultant selection process was conducted in accordance with established City policies and procedures. On April 16, 2007, staff received statements of qualifications from five (5) firms to provide well drilling and rehabilitation services. The selection committee reviewed the qualifications and selected two firms for recommendation of contract award. The selection committee consisted of the following members:

John Knudson, Senior Engineer, Municipal Utilities
Joshua Plumb, Engineering Project Manager
Bob Blankenship, Water Systems Maintenance Superintendent
Lorna Tremaine, Contractor/Resident

Council approved the selection of Layne Christensen Company on November 8, 2007.

9. FINANCIAL IMPLICATIONS:

Cost: Not to exceed \$3,000,000
Savings: None
Long Term Costs: None

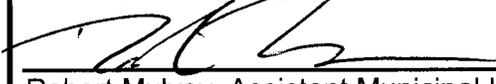
The owner/user department shall provide funding for each individual project requiring well drilling and rehabilitation services.

10. PROPOSED MOTION: Move that Council award a one (1) year extension to the annual Job Order Contract No. JOC07-13 to Layne Christensen Company for well drilling and rehabilitation services, in an amount not to exceed \$3,000,000.

ATTACHMENTS: JOC07-13 Contract Extension

APPROVALS

11. Requesting Department



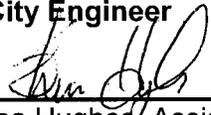
Robert Mulvey, Assistant Municipal Utilities Director

13. Department Head



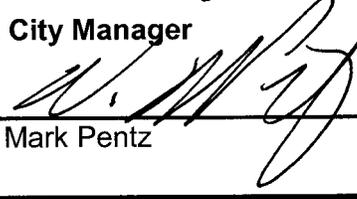
Dave Siegel, Municipal Utilities Director

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 WELL DRILLING AND REHABILITATION SERVICES
PROJECT NUMBER JOC07-13**

The City Council authorized the City of Chandler (hereinafter referred to as "CITY") and Layne Christensen Company, a Delaware corporation licensed to do business in the state of Arizona, (hereinafter referred to as "JOC") to enter into a JOC Contract for well drilling and rehabilitation services (hereinafter referred to as "AGREEMENT") which was approved by the City Council on November 8, 2007 and executed on November 19, 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.
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1. 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.
 2. 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 _____, 200

CITY OF CHANDLER:

By: _____
MAYOR Date

APPROVED AS TO FORM:

City Attorney by: _____
ATTEST:

City Clerk

JOC:

By: Alvin [Signature]
Title: General Manager

ATTEST: (If corporation)

[Signature]
Secretary

WITNESS: (If Individual or Partnership)

SEAL

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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. §35-397, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-397, 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 and attached Employee Verification Worksheet the contractor shall attest that it and all subcontractors performing work under the cited State contract meet all conditions contained herein.

Project Number/Division: JOC07-13		
Name (as listed in the contract): Job Order Contract (JOC) For Well Drilling And Rehabilitation 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 on the attached Employee Verification Worksheet 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: Steve Afford
Title: General Manager
Date (month/day/year): 10/13/08