



Chandler - Arizona  
Where Values Make The Difference

**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
Memo No. CA09-138**

1. Agenda Item Number:

210

2. Council Meeting Date:  
January 8, 2009

**TO: MAYOR & COUNCIL**

3. Date Prepared: December 11, 2008

**THROUGH: CITY MANAGER**

4. Requesting Department: Municipal Utilities

**5. SUBJECT:** Approval of Contract Amendment No. 1 to the Assured Water Supply Hydrology project agreement with Southwest Ground-water Consultants, Inc., Project No. WA0715-101, in an amount not to exceed \$6,000.

**6. RECOMMENDATION:** Staff recommends Council approve Contract Amendment No. 1 to the Assured Water Supply Hydrology project agreement with Southwest Ground-water Consultants, Inc., Project No. WA0715-101, in an amount not to exceed \$6,000.

**7. BACKGROUND/DISCUSSION:** The 1980 Groundwater Management Act requires that cities demonstrate they have 100 years of assured water supply (renewable water resource) for any proposed new development. Arizona Department of Water Resources (ADWR) granted Chandler a Designation of Assured Water Supply on December 31, 1997, which demonstrated that Chandler had sufficient renewable water supplies to meet the committed demands as of that date and the projected demands through 2010.

Chandler has secured additional renewable sources since the Designation was granted. An application to modify Chandler's Designation has been submitted to ADWR to incorporate these additional resources. Once approved, this modification will demonstrate the City has sufficient renewable supplies to meet current and committed demands as of December 31, 2007, and projected demands through 2020.

The amount of the original project agreement was based on submitting a groundwater model in support of the City's application to ADWR, and assumed minimal ADWR comments. On December 4, 2008, ADWR requested additional model analyses, which were not included in the original scope of work.

**8. EVALUATION PROCESS:** Southwest Groundwater Consultants, Inc. was selected in accordance with established city policies and procedures. Council awarded the hydrogeologic services annual contract on January 17, 2008.

**9. FINANCIAL IMPLICATIONS:**

Cost: \$6,000  
Savings: None  
Long Term Costs: None  
Fund Source:

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
605.3840.0000.5219	Water Operating	Other Prof./Contract Svc.	Non-CIP	\$6,000

**10. PROPOSED MOTION:** Move that Council approve Contract Amendment No. 1 to the Assured Water Supply Hydrology project agreement with Southwest Ground-water Consultants, Inc., Project No. WA0715-101, in an amount not to exceed \$6,000.

**ATTACHMENTS:** Contract Amendment

**APPROVALS**

**11. Requesting Department**

Doug Toy, Senior Engineer

**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



Chandler Arizona

AMENDMENT NUMBER 1  
TO PROJECT AGREEMENT NO.: WA0715-101  
PURSUANT TO ANNUAL CONTRACT NO.: EN0501-101

Project Name: Assured Water Supply Hydrology  
Project No.: WA0715-101

The City of Chandler (CITY) and Southwest Ground-water Consultants, Inc., an Arizona corporation, entered into an Annual Contract No. EN0501-101, dated March 2, 2005. Pursuant to this Annual Contract the parties entered into a Project Agreement dated May 10, 2007. This Amendment No. 1 to that certain Project Agreement between the City Of Chandler (CITY) and Southwest Ground-water Consultants, Inc., for Assured Water Supply Hydrology is entered into this day of , 20 .

WHEREAS the parties have determined that it is necessary and desirable for ANNUAL CONSULTANT to perform additional services for CITY;

NOW THEREFORE, the parties agree as follows:

1. Article 1, of the above referenced Agreement, is hereby; amended by adding additional scope of work described in more detail in Exhibit A attached hereto and incorporated herein by reference.
2. Article 2, of the above referenced Agreement, is hereby; amended by increasing the total contract price by an amount not to exceed the sum of six thousand dollars (\$6,000), all payable in accordance with Exhibit B, attached hereto and incorporated herein by reference.
3. Article 3 of the above referenced Agreement is hereby amended by increasing the Contract Time by three hundred ninety four (394) days for a total Contract Time of seven hundred fifty nine (759) days from the original Notice to Proceed date.
4. The contract is amended by adding an additional Article 5 to the Agreement to read as follows:

Article 5 Compliance with A.R.S. § 41-4401. 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."

Contractor has signed the Contractor Immigration Warranty that is attached as Exhibit C to this Amendment and incorporated by reference.

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

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF CHANDLER:

By: \_\_\_\_\_  
MAYOR Date

APPROVED AS TO FORM: \_\_\_\_\_

City Attorney by: \_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
City Clerk

ANNUAL CONSULTANT:

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

ATTEST: (If corporation)  
\_\_\_\_\_  
Secretary

WITNESS: (If Individual or Partnership)  
\_\_\_\_\_

SEAL

Amendment No. 1 cont.

Project No. WA0715-101

**THESE CHANGES RESULT IN THE FOLLOWING ADJUSTMENTS OF CONTRACT PRICE AND TIME**

<b>ORIGINAL CONTRACT AMOUNT</b>	<b>\$ 29,830</b>
<b>CURRENT CONTRACT PRICE PRIOR TO THIS AMENDMENT</b> (Including previous amendments)	<b>\$ 29,830</b>
<b>NET INCREASE / DECREASE</b> (Resulting from this amendment)	<b>\$ 6,000</b>
<b>REVISED CONTRACT PRICE</b> (Including this amendment)	<b>\$ 35,830</b>
<b>AMENDMENT PERCENTAGE</b> (Of original contract price)	<b><u>20.11%</u></b>
<b>CONTRACT TIME PRIOR TO THIS AMENDMENT</b> (Including previous amendments)	<b>5/15/07</b> (Days or Date)
<b>NET INCREASE/DECREASE</b> (Resulting from this amendment)	<b>394 days</b> (Days or Date)
<b>REVISED CONTRACT TIME</b> (Including this amendment)	<b>6/13/09</b> (Days or Date)
<b>THIS AMENDMENT No. _____</b>	<b>Does not Require Council Approval:</b>
	<b>Less than \$30,000*</b> _____
	<b>More than \$30,000 but less than 10% of Contract*</b> _____
<b>THIS AMENDMENT No. <u>1</u></b>	<b>Requires Council Approval</b>
	<b>Greater than \$30,000*</b> _____
	<b>Greater than 10% of Contract *</b> <b>X</b>
<b>*Including City Manager approved Amendments</b>	
<b>ORIGINAL CONTRACT COUNCIL DATE:</b> _____	<b>ITEM NO.:</b> _____ <b>if applicable</b>
<b>COUNCIL APPROVAL:</b> _____	<b>ITEM NO.:</b> _____ <b>if applicable</b>

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

**EXHIBIT A**

**ANNUAL CONSULTANT shall provide additional Salt River Valley (SRV) groundwater model analyses to demonstrate that the City has sufficient water supplies, as requested by the Arizona Department of Water Resources (ADWR).**

EXHIBIT B

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.

<b>Project Number/Division:</b> WA0715-101
<b>Name (as listed in the contract):</b> Southwest Ground-water Consultants, Inc.
<b>Street Name and Number:</b> 3033 N. 44 <sup>th</sup> St., Ste. 120
<b>City:</b> Phoenix <b>State:</b> AZ <b>Zip Code:</b> 85018

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 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: Steven D Hill

Title: President

Date (month/day/year): 12/10/08