



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
Memo No. CA09-229**

**1. Agenda Item Number:**  
**17**  
**2. Council Meeting Date:**  
May 28, 2009

**TO: MAYOR & COUNCIL**  
**THROUGH: CITY MANAGER**

**3. Date Prepared:** April 27, 2009  
**4. Requesting Department:** Municipal Utilities

**5. SUBJECT:** Approve a one-year extension to the existing annual hydrogeologic services contract EN0710-101 with Clear Creek Associates in an amount not to exceed \$250,000.

**6. RECOMMENDATION:** Staff recommends Council approve a one (1) year extension to the existing annual hydrogeologic services contract EN0710-101 with Clear Creek Associates in an amount not to exceed \$250,000.

**7. BACKGROUND/DISCUSSION:** The development, design, and permitting of new well sites is required to provide water to meet the City's future demand. This annual contract provides for various hydrogeologic services such as studies, design, and construction management for the testing and drilling of diagnostic and water production wells; permitting assistance; and well rehabilitation related to arsenic and nitrate issues. This contract extension will be for a one-year period with a remaining option of three one-year renewals.

Under this contract, individual project agreements will be prepared for execution and approval for each specific project. Project agreements over \$50,000 will be submitted for Council approval up to the annual aggregate of \$250,000. This action will result in saving the cost of the selection process and the time to bring individual projects forward.

**8. EVALUATION PROCESS:** The consultant was selected for a one-year contract with an option to renew for four additional years. This contract extension will be the first option year of the annual hydrogeologic services contract EN0710-101. Council approved the annual contract with Clear Creek Associates on April 24, 2008.

**9. FINANCIAL IMPLICATIONS:**

Cost: \$250,000  
Savings: Approximately \$20,000 annually for the cost of the selection process for individual projects to be awarded under this annual contract  
Long Term Costs: None  
Fund Source: Funding will be provided for each individual project

**10. PROPOSED MOTION:** Move that Council approve a one (1) year extension to the existing annual hydrogeologic services contract EN0710-101 with Clear Creek Associates in an amount not to exceed \$250,000.

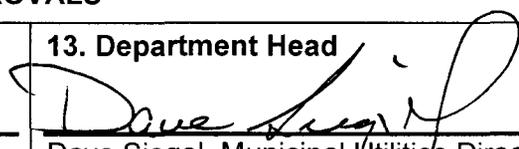
**ATTACHMENTS:** None

**APPROVALS**

**11. Requesting Department**

**13. Department Head**

  
Robert Mulvey, Assistant Municipal Utilities Director

  
Dave Siegel, Municipal Utilities Director

**12. City Engineer**

**14. City Manager**

  
Sheina Hughes, Assistant Public Works Director/  
City Engineer

  
W. Mark Pentz

NOTICE OF EXERCISE OF OPTION TO EXTEND  
ANNUAL CONTRACT FOR ANNUAL HYDROGEOLOGICAL SERVICES  
PROJECT NUMBER EN0710-101

The City Council authorized the City of Chandler (hereinafter referred to as "CITY") and Clear Creek Associates, PCL, a professional limited liability company doing business in Arizona, (hereinafter referred to as "ANNUAL CONSULTANT") to enter into an Annual Contract for Annual Hydrogeological Services (hereinafter referred to as "AGREEMENT") which was approved by the City Council on April 24, 2008 and executed on May 8, 2008.

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. Section 20, of the above referenced 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. The total cost of work issued to the ANNUAL CONSULTANT by the City of Chandler will not exceed Two Hundred Fifty Thousand dollars (\$250,000).
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 hereto have executed this Agreement on the day and year first written above.

This Notice is hereby incorporated to the AGREEMENT and must be filed with the City Clerk's Office

This Notice is hereby signed and approved by CITY and ANNUAL CONSULTANT

CITY OF CHANDLER  
\_\_\_\_\_  
MAYOR Date

ENGINEER:  
By: Marvin Slotfeldt  
Title: Principal

ATTEST:  
\_\_\_\_\_  
City Clerk

ATTEST: If Corporation  
\_\_\_\_\_  
Secretary

APPROVED AS TO FORM:  
\_\_\_\_\_  
City Attorney by: [Signature]

WITNESS: (If individual or Partnership)  
Gwen Knudell

SEAL

## 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 Consultant Prior to Execution of Contract**

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the consultant and subconsultants 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 Engineer/Annual Consultant shall attest that it and all subconsultants performing work under the cited State contract meet all conditions contained herein.

Project Number: EN0710-101		
Name (as listed in the contract): Annual Hydrogeological Services		
Street Name and Number:		
City: Chandler	State: AZ	Zip Code:

I hereby attest that:

1. The Engineer/Annual Consultant 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 subconsultants 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 Engineer/Annual Consultant has identified all consultant and subconsultant 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 Engineer/ Annual Consultant (Employer) or Authorized Designee:**

Marvin D. Gottfelty

Printed Name: Marvin D. Gottfelty

Title: Principal

Date (month/day/year): 5-7-09