



Chandler - Arizona
Where Values Make The Difference

**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA10-023**

1. Agenda Item Number:

32

2. Council Meeting Date:

August 13, 2009

TO: MAYOR & COUNCIL

3. Date Prepared: July 28, 2009

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. SUBJECT: Approve one (1) year extensions to the existing annual contracts for pipeline design services with Morrison-Maierle Inc., Contract No. EN0711-101, and Dibble Engineering, Contract No. EN0725-101, each in an amount not to exceed \$500,000.

6. RECOMMENDATION: Staff recommends Council approve one (1) year extensions to the existing annual contracts for pipeline design services with Morrison-Maierle Inc., Contract No. EN0711-101, and Dibble Engineering, Contract No. EN0725-101, each in an amount not to exceed \$500,000.

7. BACKGROUND/DISCUSSION: The City contracts with consultants to provide water and wastewater pipeline design services for miscellaneous pipe replacement projects not related to larger street projects. These contracts are utilized on a limited basis for design work to replace aging or inadequate piping as necessary.

Under these contracts, individual project agreements will be prepared for execution and approval for each specific project, up to the aggregate of \$500,000 per contract. Project agreements over \$50,000 will be submitted for Council approval. This action will result in saving the costs of the selection process for individual projects.

8. EVALUATION PROCESS: The consultants were each selected for a one-year contract with an option to renew for four additional years. Council approved both annual contracts on August 23, 2007. Staff recommends Council approve the second one year extension for each contract.

9. FINANCIAL IMPLICATIONS:

Cost: \$500,000 per contract

Savings: Approximately \$20,000 annually for the cost of the selection process for individual projects to be awarded under these contracts.

Long Term Costs: None

Fund Source: Funding will be provided for each individual project.

10. PROPOSED MOTION: Move that Council approve one (1) year extensions to the existing annual contracts for pipeline design services with Morrison-Maierle Inc., Contract No. EN0711-101, and Dibble Engineering, Contract No. EN0725-101, each in an amount not to exceed \$500,000.

ATTACHMENTS: Notices of Option to Extend

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
ANNUAL CONTRACT FOR PIPELINE DESIGN SERVICES
PROJECT NUMBER EN0711-101

The City Council authorized the City of Chandler (hereinafter referred to as "CITY") and Morrison-Maierle, Inc., an Arizona Corporation (hereinafter referred to as "ANNUAL CONSULTANT") to enter into an Annual Contract for Pipeline Design Services (hereinafter referred to as "AGREEMENT"), which was approved by the City Council on August 23, 2007 and executed on September 4, 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. 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 Five Hundred Thousand dollars (\$500,000).
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

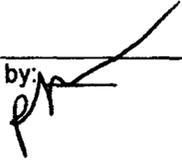
CITY OF CHANDLER

MAYOR Date

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney by: 

SEAL

ENGINEER:

By:

Title:

Keith Belden
Keith Belden
Regional Director, SW Region

ATTEST: If Corporation

Secretary

WITNESS: (If individual or Partnership)

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.)

**Consultant 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 and attached Employee Verification Worksheet 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: EN0711-101 Annual Contract for Pipeline Design Services		
Project Name:		
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:

Keith Belden

Printed Name: Keith Belden

Title: Regional Director, SW Region

Date (month/day/year): 07/30/09

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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.

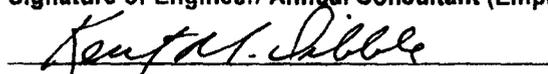
By completing and signing this form, the Engineer/Annual Consultant shall attest that it and all subconsultants performing work under the cited contract meet all conditions contained herein.

Project Number/Division: EN0725-101 Annual Pipeline Design		
Name (as listed in the contract):		
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:



Printed Name: Kent M. Dibble

Title: President

Date (month/day/year): 8-4-09