



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA08-023**

1. Agenda Item Number:
28

2. Council Meeting Date:
September 6, 2007

TO: MAYOR & COUNCIL

3. Date Prepared: August 7, 2007

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. SUBJECT: Award an annual contract to Rothberg, Tamburini, and Winsor for permitting, study, and design for water and wastewater facilities, Project No. EN0720-101, in an amount not to exceed \$1,500,000 for the first year with the option of four one-year extensions, and award a project agreement for Rural Water Production Facilities (WPF) Modifications Design, Project No. WA0802-201, in an amount not to exceed \$184,613.

6. RECOMMENDATION: Staff recommends Council award an annual contract to Rothberg, Tamburini, and Winsor for permitting, study, and design for water and wastewater facilities, Project No. EN0720-101, in an amount not to exceed \$1,500,000 for the first year with the option of four one-year extensions, and award a project agreement for Rural WPF Modifications Design, Project No. WA0802-201, in an amount not to exceed \$184,613.

7. BACKGROUND/DISCUSSION: Council approved the next two years of the Capital Improvement Program totaling \$59 million for work related to permitting, study, and design for water and wastewater facilities. Design of the projects within this CIP will require a wide range of expertise and experience. The City has greatly improved project delivery time and efficiency through the use of annual contracts with established design firms. These annual contracts will provide consulting services for a broad range of projects including permitting, studies, and design for water and wastewater facilities. Work will be rotated among the five firms based their availability and expertise.

This project agreement includes design services for upgrades to the Rural WPF, primarily improvements to the booster pumps and electrical systems. These improvements will allow the pumps to operate automatically in order to help sustain a constant water pressure throughout the distribution system.

8. EVALUATION PROCESS: The consultant selection process was conducted in accordance with established City policies and procedures. On May 22, 2007, staff received statements of qualifications from twenty-two firms to provide water and wastewater facility design services. The selection committee reviewed the qualifications and selected five firms for recommendation of contract award. The selection committee consisted of the following members:

- John Knudson, Senior Engineer, Municipal Utilities
- Tim Krawczyk, Engineer Assistant, Contract Administration
- Doug Toy, Senior Engineer, Municipal Utilities
- Ray DuBois, Water Distribution Superintendent, Municipal Utilities
- John Pinkston, Wastewater Facilities Superintendent, Municipal Utilities
- Dennis Mittlestedt, Resident

Staff recommends a contract award to Rothberg, Tamburini & Winsor. Awards to Engineering and Environmental Consultants, Carollo Engineers, Brown and Caldwell, and Wilson Engineers will be handled under separate memos.

9. FINANCIAL IMPLICATIONS:

Cost: \$184,613
Savings: None
Long Term Costs: None
Fund Source:

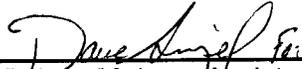
<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
601.3820.0000.6718.8WA230	Water Bond	WPF Improvements	FY 07/08	\$184,613

10. PROPOSED MOTION: Move that Council award an annual contract to Rothberg, Tamburini, and Winsor for permitting, study, and design for water and wastewater facilities, Project No. EN0720-101, in an amount not to exceed \$1,500,000 for the first year with the option of four one-year extensions, and award a project agreement for Rural WPF Modifications Design, Project No. WA0802-201, in an amount not to exceed \$184,613, and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Location Map

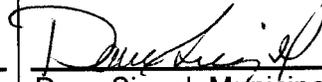
APPROVALS

11. Requesting Department



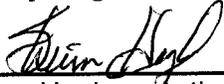
Robert Mulvey, Assistant Municipal Utilities Director

13. Department Head



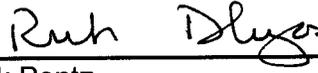
Dave Siegel, Municipal Utilities Director

12. City Engineer



Sheina Hughes, Acting Assistant Public Works Director/City Engineer

14. City Manager



W. Mark Pentz

for re-use for any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to ENGINEER.

18 No-Kick-Back Certification

- 18.1 ENGINEER warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the CONSULTING firm.
- 18.2 For breach or violation of this warranty, the CITY shall have the right to annul this Contract without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

19 Conflict of Interest

- 19.1 ENGINEER stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract.
- 19.2 Pursuant to A.R.S. Section 38-511, the City may cancel this contract within three (3) years after its execution, without penalty or further obligation by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City of Chandler is, at any time while the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

20 Controlling Law

The law of the state of Arizona shall govern this Contract.

21 Notices

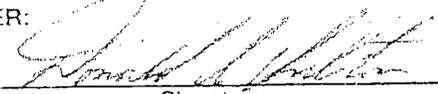
Any notice required under this Contract shall be in writing, addressed to the appropriate party at its address on the signature page and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

22 Cooperative Purchasing

This agreement allows other governmental agencies and political subdivisions of the State to purchase goods and services under the terms and conditions of this Contract. ENGINEER shall extend the same goods and services for the same prices and on the same terms and conditions to such other entities.

IN WITNESS WHEREOF, the parties have hereto have executed this contract on:
CITY OF CHANDLER: ENGINEER:

MAYOR Date

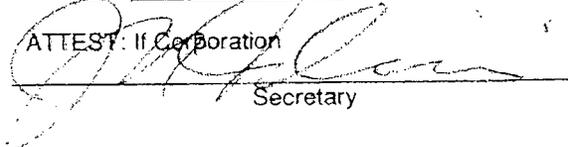
By: 
Signature

ADDRESS FOR NOTICE:
City of Chandler:
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008
480-782-3307

Print Name: Donald G. Chilton
Title: Vice President
ADDRESS FOR NOTICE:
Mr. Don Chilton
RTW
2999 N. 44th St., Ste. 330
Phoenix, AZ 85018
Phone: 602-954-2387 602-954-8213 fax

APPROVE AS TO FORM: _____

City Attorney by: _____
ATTEST: _____
City Clerk

ATTEST: If Corporation

Secretary

SEAL

**PROJECT AGREEMENT
PURSUANT TO ANNUAL CONTRACT NO. EN0720-101**

AGREEMENT NO: WA0802-201

This AGREEMENT is made this _____ day of _____ 2007, by and between the City of Chandler, a municipal corporation (hereinafter referred to as "CITY") and Rothberg, Tamburini & Winsor, Inc. (RTW) a Colorado corporation doing business in the state of Arizona (hereinafter referred to as "Annual Consultant") and is a project agreement entered into pursuant to Annual Contract No. EN0720-101.

CITY and Rothberg, Tamburini & Winsor, Inc. (RTW), in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1. DESCRIPTION OF WORK

This project is Rural Road Water Production Facility Modifications, Project Number WA0802-201. The scope of work consists of preliminary design and preparation of contract documents, including an evaluation and improvements as needed to the booster pumps, electrical system, controls, chlorination system, recirculation pump, above ground piping and valves, and storage tank facilities, all as more particularly set forth in Exhibit A attached hereto and incorporated herein by reference.

The Annual Consultant shall not accept any change of scope, or change in contract provisions, unless issued in writing, as a contract amendment and signed by the Contract Administrator.

ARTICLE 2. CONTRACT PRICE

CITY shall pay Annual Consultant for completion of the Work in accordance with the Contract Documents a fee not to exceed One Hundred Eighty Four Thousand Six Hundred Thirteen Dollars (\$184,613) determined and payable as set forth in Annual Contract EN0720-101 and Exhibit B attached hereto and made a part hereof by reference.

ARTICLE 3. CONTRACT TIME

The contract time is one hundred eighty days and Annual Consultant agrees to complete all work within One Hundred Eighty (180) days of the date CITY issues a Notice to Proceed.

ARTICLE 4. GENERAL

This Project Agreement is entered into pursuant to Annual Contract No. EN0720-101 and the terms and conditions contained therein are incorporated herein by reference as if set forth in full.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

This Agreement will be effective on this _____ day of _____, 2007.

CITY OF CHANDLER

FOR THE ANNUAL:

MAYOR DATE:

By: _____
Title: _____

ADDRESS FOR NOTICE
City of Chandler
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008
480-782-3307

ADDRESS FOR NOTICE
Mr. Joseph Tamburini
RTW
2999 N. 44th St., Ste. 330
Phoenix, AZ 85018

APPROVED AS TO FORM:

Phone: 602-954-2387
Fax: 602-954-8213

ATTEST: City Attorney By: 

City Clerk

for re-use for any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to ENGINEER.

18 No-Kick-Back Certification

- 18.1 ENGINEER warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the CONSULTING firm.
- 18.2 For breach or violation of this warranty, the CITY shall have the right to annul this Contract without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

19 Conflict of Interest

- 19.1 ENGINEER stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract.
- 19.2 Pursuant to A.R.S. Section 38-511, the City may cancel this contract within three (3) years after its execution, without penalty or further obligation by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City of Chandler is, at any time while the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

20 Controlling Law

The law of the state of Arizona shall govern this Contract.

21 Notices

Any notice required under this Contract shall be in writing, addressed to the appropriate party at its address on the signature page and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

22 Cooperative Purchasing

This agreement allows other governmental agencies and political subdivisions of the State to purchase goods and services under the terms and conditions of this Contract. ENGINEER shall extend the same goods and services for the same prices and on the same terms and conditions to such other entities.

IN WITNESS WHEREOF, the parties have hereto have executed this contract on:
CITY OF CHANDLER: ENGINEER:

MAYOR Date

By: _____
Signature

ADDRESS FOR NOTICE:
City of Chandler:
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008
480-782-3307

Print Name: _____
Title: _____
ADDRESS FOR NOTICE:
Mr. Joseph Tamburini
RTW
2999 N. 44th St., Ste. 330
Phoenix, AZ 85018
Phone: 602-954-2387 602-954-8213 fax

APPROVE AS TO FORM:

City Attorney by: 

ATTEST: If Corporation

ATTEST:

City Clerk

SEAL

Secretary