



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA08-208**

1. Agenda Item Number:

27

2. Council Meeting Date
March 13, 2008

TO: MAYOR & COUNCIL

3. Date Prepared: February 11, 2008

THROUGH: CITY MANAGER

4. Requesting Departments: Public Works

5. SUBJECT: Award a contract to Qwest Communications for the construction of a new interface cabinet to accommodate the Washington Street Improvements, Project No. GG0502-301, in an amount not to exceed \$46,006.

6. RECOMMENDATION: Staff recommends that Council award a contract to Qwest Communications for the construction of a new interface cabinet to accommodate the Washington Street Improvements, Project No. GG0502-301, in an amount not to exceed \$46,006.

7. BACKGROUND/DISCUSSION: As part of the on-going redevelopment of downtown and the new City Hall project, the City will have to relocate utilities at the southwest corner of Boston Street and Washington Avenue. The interface cabinet will provide service to the new City Municipal Complex, new Fire Administration Building, and new downtown development.

Qwest Communications will incur costs to install a new interface cabinet to serve the new City Municipal Complex and the new Fire Administration Building. These costs include removing one interface cabinet and installing one interface cabinet.

8. EVALUATION: Qwest Communications provides the interface cabinet and the labor required to splice cable.

9. FINANCIAL IMPLICATIONS:

Cost:	\$46,006
Savings:	N/A
Long Term Costs:	N/A

Fund Source:

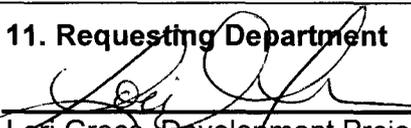
<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
411.3310.0000.6517.8GG613	General Obligation Bonds	South Arizona Corridor	FY07/08	\$46,006

10. PROPOSED MOTION: Move that Council award a contract to Qwest Communications for the construction of a new interface cabinet to accommodate the Washington Street Improvements, Project No. GG0502-301, in an amount not to exceed \$46,006 and authorize the Mayor to sign the contract documents.

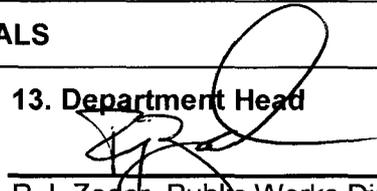
ATTACHMENTS: Location map, contract

APPROVALS

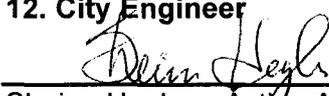
11. Requesting Department


Lofi Greco, Development Project Administrator

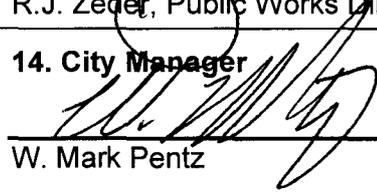
13. Department Head


R.J. Zeder, Public Works Director

12. City Engineer

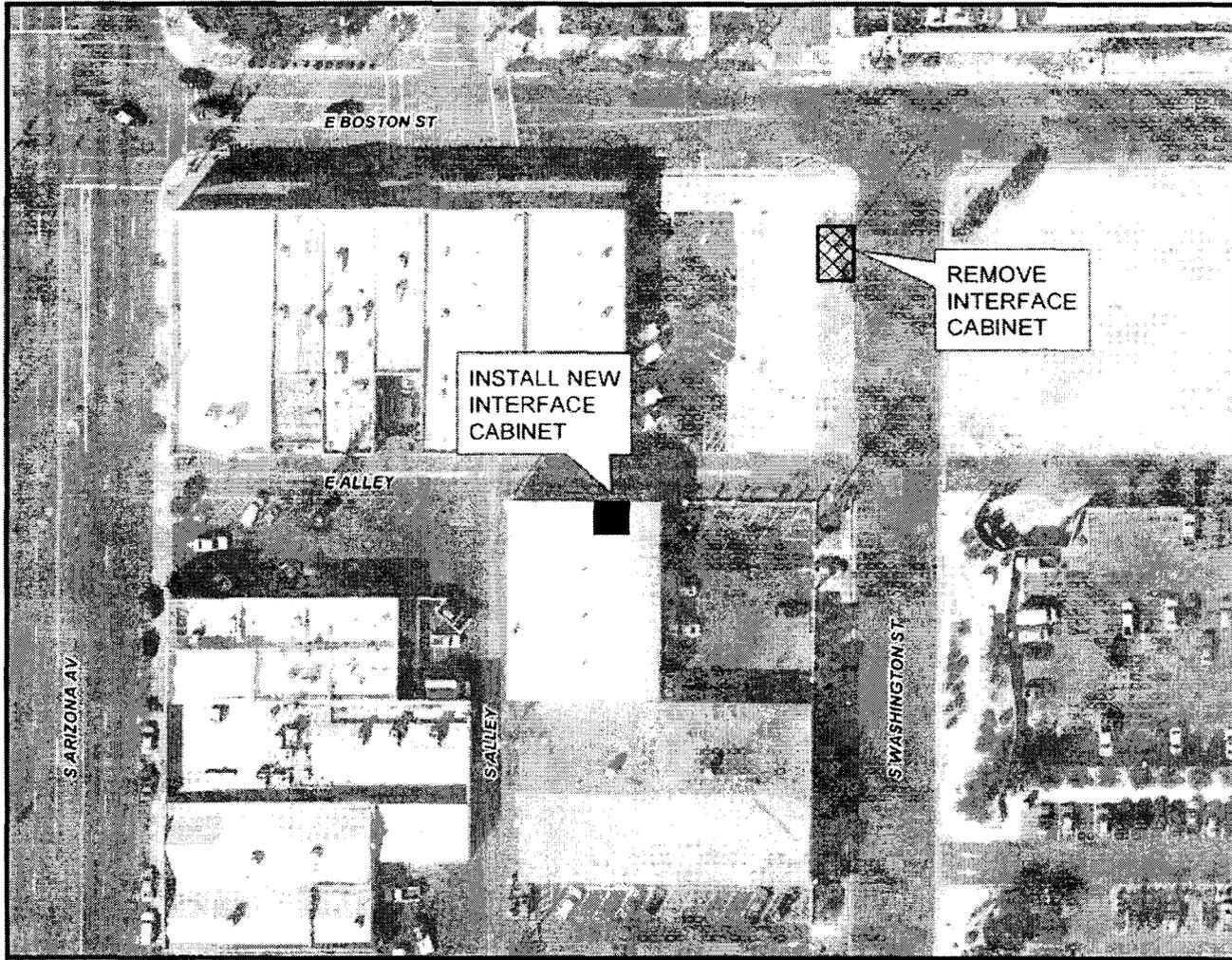
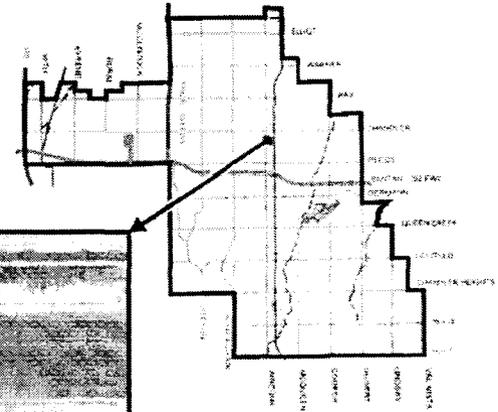

Sheina Hughes, Acting Assistant Public Works Director/City Engineer

14. City Manager


W. Mark Pentz



WASHINGTON STREET IMPROVEMENTS PROJECT NO. GG0502-301



MEMO NO. CA08-208





Proposal

Contract No No
Job Authorization No: H81A317

Date: 1/11/2008
Billing Address:
Customer: City of Chandler
Attention: Lori Greco
99 N. Delaware St
Chandler, AZ 85225
Work Location:
Boston St & Washington St
County Maricopa
Chandler, AZ

Description and/or specifications of work to be performed by Qwest under this Proposal ("Work"):
This job will relocate Xbox and distribution cables at Boston St & Washington St. Customer will provide all trenches conduit 2500 lb calibrate pull line backfill and right of way for Xbox.
Advance Payment (required before work begins): \$46,006.02
Total Charges: Forty-Six Thousand Six Dollars and 02/100
*For the Work performed hereunder by Qwest, Customer will be responsible for these Charges only, unless a change order is signed by both parties in accordance with Section 8 below.

Qwest shall perform the Work in a professional manner, consistent with industry standards, shall be fit and sufficient for the stated purpose and shall conform to the Specifications.
Qwest Corporation
Authorized Signature
Name Printed/Typed Sangeeta Jukar
Title: Manager General Accounting
Date:

Acceptance of this Proposal and all of its terms and conditions constitute a binding contract. The charges and specifications are satisfactory and are hereby accepted.
Customer
Authorized Signature
Name Printed/Typed
Title:
Date:

NOTE: CONTRACT TERMS AND CONDITIONS ARE PRINTED ON PAGE 2 OF THIS DOCUMENT.



Proposal

Contract No No
 Job Authorization No: H81A317

Date: 1/11/2008

Billing Address:

Work Location:

Customer: City of Chandler

Boston St & Washington St

Attention: Lori Greco

County Maricopa

99 N. Delaware St

Chandler, AZ

Chandler, AZ 85225

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Advance Payment (required before work begins): \$46,006.02

Total Charges: Forty-Six Thousand Six Dollars and 02/100

*For the Work performed hereunder by Qwest, Customer will be responsible for these Charges only, unless a change order is signed by both parties in accordance with Section 8 below. For outstanding balances, Qwest will submit an Invoice of Charges to Customer within forty five (45) days of completion of the work under this Proposal. Customer will pay the invoice within thirty (30) days of receipt. All past due accounts will be assessed a late fee at 14% APR.

Qwest shall perform the Work in a professional manner, consistent with industry standards, shall be fit and sufficient for the stated purpose and shall conform to the Specifications. The Work to be performed under this Proposal shall be released to Construction for scheduling pending the return of the fully executed Proposal and receipt of the Advance Payment. This Proposal may be withdrawn by Qwest if not accepted by the Customer within 30 days.

Qwest Corporation

Authorized Signature _____

Name Printed/Typed Sangeeta Jukar

Title: Manager General Accounting

Date: _____

Acceptance of this Proposal and all of its terms and conditions constitute a binding contract. The charges and specifications are satisfactory and are hereby accepted.

Customer

Authorized Signature _____

Name Printed/Typed _____

Title: _____

Date: _____

NOTE: CONTRACT TERMS AND CONDITIONS ARE PRINTED ON PAGE 2 OF THIS DOCUMENT.

APPROVED AS TO FORM

 CITY ATTORNEY



Terms and Conditions

Job Authorization H81A317

The Proposal, these Terms and Conditions and all terms and conditions and the tariff, if applicable, constitute the entire Agreement and supersede all previous agreements between Qwest and Customer relating to the Work and related subject matter hereof. No other terms and conditions are applicable, including but not limited to terms and conditions attached to Customer's Purchase Order (PO).

1. **Customer Responsibilities.** Customer shall furnish all surveys and a description of the site. Customer shall be responsible for, and secure and pay for all necessary permits, approvals, easements, assessments and any other charges required for the Work to be performed under this Proposal and provide copies of the same, along with any filing information if applicable, to Qwest upon demand. Qwest shall be under no obligation whatsoever and the Customer assumes all responsibility to contact and make arrangements with any third parties, such as power companies, railroads, cable companies, or other telecommunications companies to arrange for the relocation of wires and equipment or the temporary disconnection of the transmission of electricity. Customer agrees to indemnify Qwest for any claims, damages or expenses related to Customer's failure to obtain the necessary permissions or perform such other responsibilities described herein.

2. **Qwest Responsibilities.** Qwest shall supervise and direct the Work under this Proposal and shall be solely responsible for construction means, methods, techniques, sequences, procedures of the Work and any safety precautions associated with the Work hereunder.

3. **Concealed/Subsurface Conditions.** Should concealed conditions be encountered below the surface of the ground, or in an existing structure, during the performance of the Work, differing materially from those ordinarily encountered and generally recognized as inherent in the Work, the Proposal Charges shall be equitably adjusted by change order upon written claim by either party made within twenty (20) days after the first observance of such conditions.

4. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT; provided, however, there shall be no limitation on a party's liability to the other for any fines or penalties imposed on the other party by any court of competent jurisdiction or federal, state or local administrative agency resulting from the failure of the party to comply with any term or condition of this Agreement or any valid and applicable law, rule or regulation.

5. **Force Majeure.** In the event the performance of Qwest is interrupted or prevented by an event, not due to its own fault, that was not reasonably foreseeable and could not have been prevented through the exercise of reasonable care ("Event of Force Majeure"), then the performance of Qwest's obligations hereunder shall be suspended until such time as the Event of Force Majeure has been eliminated. Qwest shall use its best effort to eliminate an Event of Force Majeure.

6. **Disputes.** Any claim, controversy or dispute between the parties shall be resolved by binding arbitration in accordance with the Federal Arbitration Act, 9 U.S.C. 1-16, not state law.

7. **Warranty.** All workmanship is guaranteed against defects for a period of six (6) months from the date of completion. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY OTHER WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The exclusive remedy for Customer under this Proposal shall be that Qwest will re-perform any part of its work which is found to be defective. In the event the facilities Qwest rearranges in accordance with this Proposal are owned by the Customer, in addition to re-performing the Work, Qwest will agree restore the work location to its original condition. Qwest shall not be responsible for damage to its work by other parties or for improper use of the equipment by others.

8. **Changes.** Changes in the Work, an adjustment to the proposal price or the timeframe for the Work shall be made by change order specifically stated in writing. The cost or credit to the Customer from a change shall be determined by mutual agreement.

9. **Safety and Environmental Conditions.** Customer understands and acknowledges that should Qwest encounter a hazardous substance and determine that such substance presents a health or physical hazard, Qwest may, without penalty, discontinue work under this contract.

10. **Termination.** In the event Customer elects to abandon the project and terminate this contract for Customer's convenience, Qwest shall be paid for all Work executed and any expense sustained plus a reasonable profit.

11. **Title to Equipment and Facilities.** Title to, and ownership of all lines, equipment and other property installed or constructed by Qwest in connection with this Agreement or the provisioning of Service is and remains with Qwest. Customer does not own facilities placed as a result of the Work performed under this Proposal, those facilities are owned solely by Qwest.

12. **Telecommunications Services.** This Proposal is independent, separate, and distinct from any local exchange or other telecommunications or other service Qwest currently provides, or may provide in the future to Customer, whether or not Qwest provides or may provide such services to Customer using the Qwest equipment and facilities to which this Proposal refers. As such, Customer shall be responsible for paying for such other local exchange or other telecommunications or other services separate from the payment requirements of this Proposal.

13. **Routing of Services.** In connection with providing telecommunications or other services over the facilities placed as a result of the Work performed under this Proposal, Qwest may select and use any switches, other equipment, software, or facilities that Qwest chooses. In the event of out-of-service conditions of any kind, which affect facilities described in the Proposal, Qwest may take steps to supply alternate routes, switches, equipment, and facilities to correct such out-of-service conditions of any services using the affected facilities.