



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA13-092**

1. Agenda Item Number:
40
2. Council Meeting Date
December 13, 2012

TO: MAYOR & COUNCIL
THROUGH: CITY MANAGER

3. Date Prepared: November 30, 2012
4. Requesting Department: Municipal Utilities

5. SUBJECT: Salt River Project (SRP) Design and Construction Agreement Award – Airport Water Reclamation Facility (AWRF) enhanced electrical service.

6. RECOMMENDATION: Staff recommends Council award a design and construction contract to Salt River Project to accommodate enhanced electrical service at the Airport Water Reclamation Facility in an amount not to exceed \$ 2,339,557.

7. BACKGROUND/DISCUSSION: The Airport Water Reclamation Facility (AWRF) located at Queen Creek Road, west of McQueen Road is currently undergoing an expansion to increase wastewater treatment capacity from 15 million gallons per day (MGD) to 22 MGD, accommodating Intel's plant expansion on Dobson Road. The expansion project began in June 2012 and will be completed in the summer of 2014. In order to meet regulatory requirements, redundant electrical service is required for the AWRF. A dedicated underground electrical duct bank will be installed from SRP's Pace Substation located south of Ocotillo Road along the western side of the Consolidated Canal to the AWRF property. As part of this contract, SRP will design the duct bank, install needed electrical equipment at the Pace Substation, and furnish and install the electrical conductor within conduits. Installation of the electrical duct bank conduits will be done by Achen Gardner Construction as part of Change Order #2 which is being brought forward under separate Council action. This contract also includes a one-time lump sum buyout of monthly facilities charges. Intel has funded this contract.

8. EVALUATION: SRP is performing the construction work to provide enhanced dedicated electrical primary service to the Airport Water Reclamation Facility, consisting of eight pulling enclosures, one switch and related equipment. The monthly facilities charge of \$6,835.00 for the existing enhanced distribution configuration will remain unchanged.

9. FINANCIAL IMPLICATIONS:

Cost: Contribution in aid of construction:	\$98,400.00
One-time prepayment of future monthly facilities Charges:	\$2,241,157.00
Total Project Costs:	\$2,339,557.00

Fund Source:

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
615.3910.6817.6WW022	Wastewater Operating	Water Reclamation Facility Expansion	Yes	\$2,339,557

PROPOSED MOTION: Move Council award a design and construction contract to Salt River Project to accommodate enhanced electrical service at the Airport Water Reclamation Facility in an amount not to exceed \$ 2,339,557.

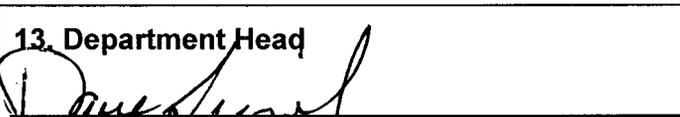
ATTACHMENTS: Location Map, Contract

APPROVALS

11. Requesting Department


John Knudsen, Utilities Engineering Manager

13. Department Head


Dave Siegel, Municipal Utilities Director

12. City Engineer

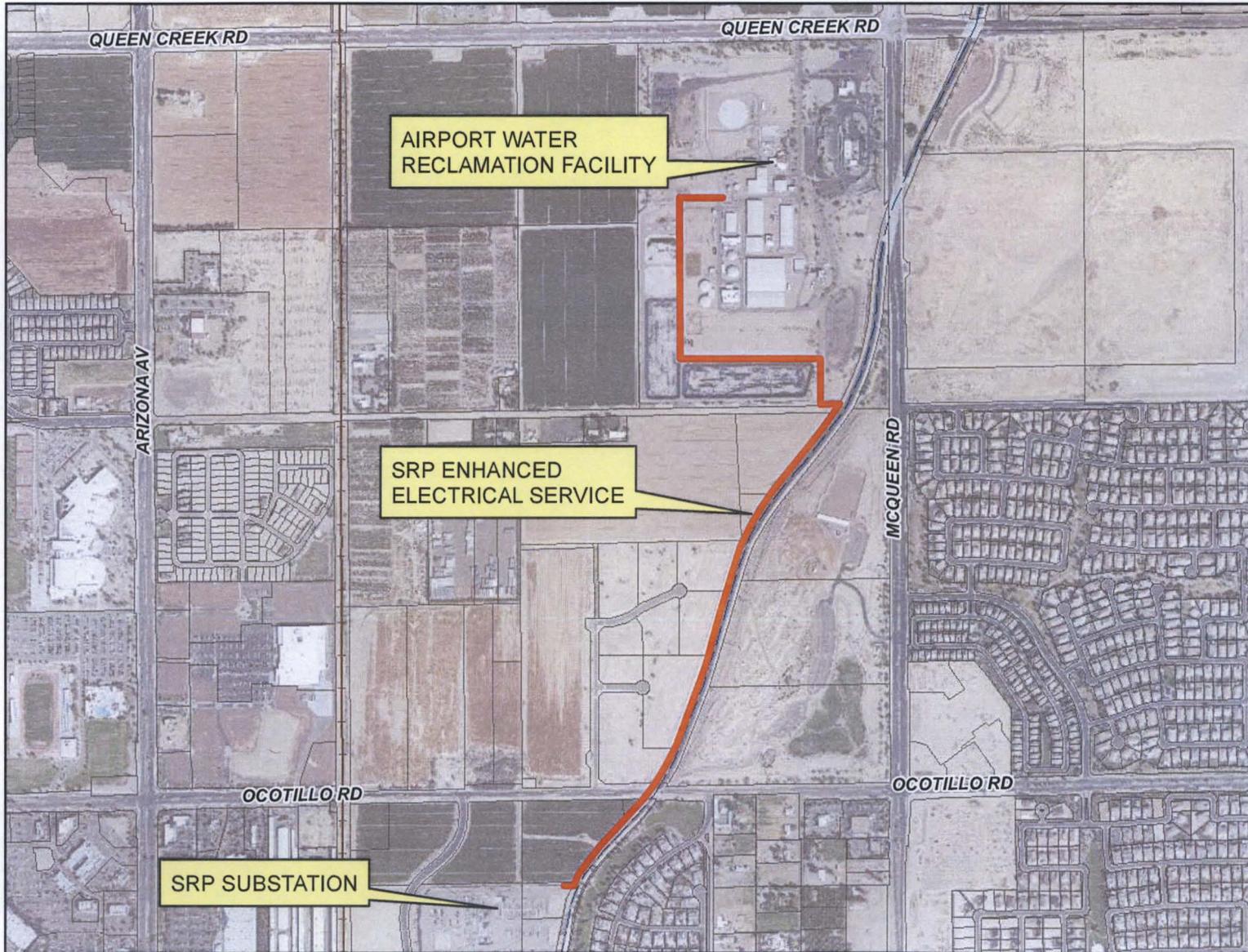
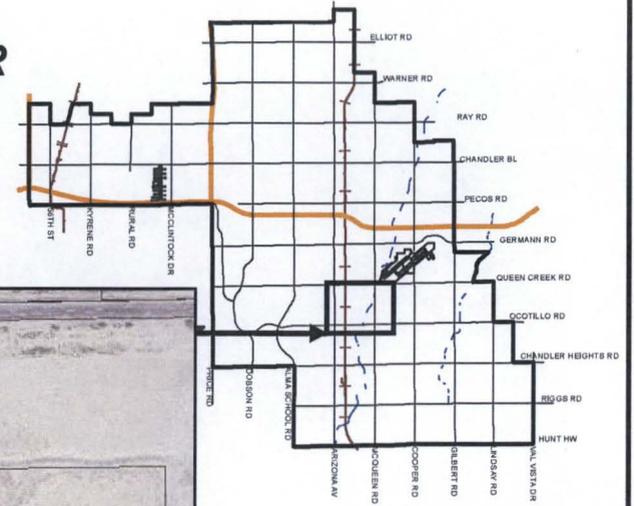

Sheina Hughes, City Engineer

14. City Manager


Rich Dlugas



S.R.P. ENHANCED SERVICE AT THE AIRPORT WATER RECLAMATION FACILITY EXPANSION TO 22MGD PROJECT NO. WW1013-401



MEMO NO. CA13-092





**SALT RIVER PROJECT
LICENSE TO USE RIGHT-OF-WAY**
1 of 5

JOB #: RD-82846

LICENSE #: 1200348

DATE: October 31, 2012

The Salt River Valley Water Users' Association (hereinafter referred to as Salt River Project) hereby grants a License to install irrigation facilities within the right-of-way of the Salt River Project. The Licensee, having read and understood the Special Conditions below (and attached) and the General Conditions, agrees to these conditions for installation at the following location(s):

(27.25E TO 27.50E-9.0S)-----OCOTILLO ROAD, UPRR TO THE EAST 1190'
From approximately the 16/5 corner to the South ¼ corner of
Section 15, T-2S, R-5E

SPECIAL CONDITIONS

A. CONSTRUCTION ITEMS:

<u>QUANTITY</u>	<u>ITEM</u>
1,190'	36" RGRCP, Class III
1	SRP Manhole

B. DRAWINGS:

Pipe: A-104-0022, A-101-0023
Manholes: 82846MH1

ISSUED BY: Susana Ortega
SRP Water Engineering, (602) 236-5799

CITY OF CHANDLER
Licensee

P. O. Box 4008, Mail Stop 410

ACCEPTED: _____
Licensee (Owner/Agent)

Address

Chandler, AZ 85244-4008

City, State Zip

Please remit your permit fee and signed document to:
Salt River Project
P.O. Box 52025
Phoenix, Arizona 85072-2025
Water Engineering/PAB 106

APPROVED AS TO FORM

CITY ATTORNEY

WARNING:

Licensee's contractor must have a copy of this construction license on the job site while working around irrigation facilities. Failure to comply will result in a temporary shut down of that portion of construction until proof of a valid construction license has been established.



**SALT RIVER PROJECT
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2 of 5

JOB #: RD-82846

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C. PIPE SPECIFICATIONS:

1. Pipe to be manufactured and installed in accordance with Salt River Valley Water User's Association specifications for "Pre-cast Concrete Pipe".

D. GRADE AND ALIGNMENT:

Grade and alignment of pipe is to be established by Salt River Project Engineering as shown on drawings referenced in paragraph B.

E. MANHOLES:

Licensee's engineer shall stake top of manholes and verify horizontal alignment of same to insure that the manholes are not in conflict with the licensee's current paving plans.

F. RELATED STRUCTURES:

Pipe installation to be coordinated with construction of related structure by Salt River Project forces. Contact Southside O&M at (602) 236-5228 for scheduling of installation; allow a minimum of 30 days from the license issue date for pre-casting, scheduling, and earliest possible installation.

G. PRECONSTRUCTION MEETING:

Construction to commence only after Contractor and Licensee attend the SRP Pre-Construction Conference. Contractor should be prepared to discuss proposed construction, survey and irrigation outage schedules, obtain all necessary construction clearances. To schedule this pre-construction meeting, please notify the Project Leader, Gary Bruno, at (602) 236-5162.

H. NOTICE TO PROCEED:

Issuance of this License does not guarantee a dry-up due to seasonal water demands.

The contractor is required to notify the SRP inspector, Michael Doughty (602) 236-5664, a minimum of 72 hours before starting any construction in or around SRP irrigation facilities.

I. DUST CONTROL:

The Licensee's contractor assumes sole responsibility for obtaining a dust control permit and complying with any required dust control plan pursuant to Maricopa County or other municipal requirements.

J. ARCHAEOLOGICAL:

As required by SRP policy, Archaeological, Historical, or Paleontological (fossil) discoveries shall be reported immediately to the SRP Project Leader and SRP's Environmental Services at (602) 236-5087.



**SALT RIVER PROJECT
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3 of 5

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GENERAL CONDITIONS

1. Licensee warrants and represents that it is qualified to perform, or will contract with qualified parties to perform, the undertaking which is the subject of the license.
2. Licensee shall obtain such other licenses, permits, and agreements as required by other governing bodies having jurisdiction over the location which is the subject hereof.
3. Licensee shall perform any work in the Salt River Project right-of-way in conformity with all applicable safety standards and regulations, and in a manner to avoid the creation of potentially dangerous conditions and harm to others.
4. If the Licensee fails to notify the SRP inspector as necessary to perform the work, permission to use SRP right-of-way under this License will be immediately revoked, the work stopped, and the Licensee liable for any resulting damage to the property of others, including, though not limited to, that of the Salt River Project. If damage to Licensee's unauthorized installation occurs, Licensee waives all rights and claims for such damage and assumes sole responsibility for same. NOTE: SRP cannot assure a dry-up. A dry-up may only be possible for brief periods and not possible at certain times of the year.
5. In the event that Licensee's installation does not comply with the specifications and conditions stated herein or upon revocation of this License, Licensee shall remove at its sole cost, within ninety (90) days after written notice from SRP, any improvements or installations placed on SRP right-of-way pursuant to this License, and restore the irrigation facilities to the satisfaction of Salt River Project. In the event that Salt River Project determines that the irrigation facilities must be restored immediately for operational purposes, or Licensee fails to remove the installations or improvement within the time specified above or restore the irrigation facilities, the Salt River Project may remove the installations from the said right-of-way and/or restore the irrigation facilities, and the cost so incurred (as solely and conclusively determined by the Salt River Project) shall be paid by Licensee within ten (10) days after receipt of a statement of such cost. Licensee hereby releases the United States of America, the Salt River Valley Water Users' Association, and the Salt River Project Agricultural Improvement and Power District from all claims for damages that result to the Licensee or others by reason of such removal.
6. Should any Salt River Project facilities be damaged by Licensee, such facilities shall be repaired at Licensee's sole expense, to the satisfaction of Salt River Project. Salt River Project reserves the right, depending upon the nature and extent of the damage, to make such repairs and bill Licensee for all costs associated therewith.
7. Licensee shall be liable for any and all damages to the property of the United States of America, Salt River Project Agricultural Improvement and Power District, or any other party or parties by reason of the exercise of the privilege herein granted to Licensee. Licensee agrees to indemnify and hold harmless the United States of America, the Salt River Valley Water Users' Association, and the Salt River Project Agricultural Improvement and Power District, against any claims, actions, costs, expenses, or other liabilities for property damage or personal injuries in any way caused by or related to the exercise of rights herein granted, except those caused solely and exclusively by the negligence of the Salt River Project. Licensee enters upon the property of Salt River Project at its own risk.
8. Should Licensee fail to start construction within one (1) year following execution of this License, this License is automatically revoked and terminated, and Licensee shall secure a new license to construct the installation under conditions and specifications set forth by SRP.
9. All facilities installed pursuant to this License are subject to inspection and approval by Salt River Project, and must comply with the specifications and conditions herein (and attached). Said inspection, however, shall not constitute or be construed as more than a determination that the specifications set forth herein have been complied with by Licensee and is not to be considered as an approval or ratification by Salt River Project of the quality or fitness of Licensee's improvements.
10. Licensee agrees to keep in proper maintenance and repair any facilities placed within SRP right-of-way.
11. This License shall continue in effect so long as it is considered to be expedient as conclusively determined by Salt River Project, and shall be revocable upon ninety (90) days written notice from SRP.
12. Notwithstanding references in this License to contractors of Licensee, all obligations, duties, liabilities, responsibilities and warranties to Licensor herein stated are those of Licensee, and not of any third party. To the extent Licensee is permitted herein to authorize third parties to perform under this License, doing so neither relieves Licensee of obligations, duties, liabilities, responsibilities and warranties to Licensor, nor constitutes any limitation on Licensor's rights to pursue remedies exclusively against Licensee for breaches of same.

EXHIBIT/ADDENDUM

The provisions of this Exhibit derive from federal regulations, policies, directives and standards applicable to most uses of federal reclamation land and facilities. Most such uses require a "Use Authorization" from the United States pursuant to 43 CFR Part 429 and the agreement to which this Exhibit is attached is deemed to be such a "Use Authorization". For purposes of this Exhibit/Addendum, "Grantee" shall mean the person or entity with whom SRP has contracted on the agreement to which the Exhibit is attached. The terms of this Exhibit/Addendum are mandated by multiple separate relevant authorities under federal law, therefore could be duplicative or contradictory both within the Exhibit/Addendum and with the terms of the agreement to