



**PURCHASING ITEM
FOR
COUNCIL AGENDA
CP15-069**

1. Agenda Item Number:

63

2. Council Meeting Date:
September 11, 2014

TO: MAYOR & COUNCIL

3. Date Prepared: August 8, 2014

THROUGH: CITY MANAGER

4. Requesting Department: Transportation & Development

5. SUBJECT: Contract award to Salt River Project (SRP) for Gilbert Road Improvements

6. RECOMMENDATION: Staff recommends City Council award a Design and Construction Services Contract to Salt River Project (SRP) for Gilbert Road Improvements, Contract No. ST0809, in an amount not to exceed \$98,760.12.

7. BACKGROUND/DISCUSSION: This contract is to accommodate Phase II of the Gilbert Roadway Widening Project (Queen Creek Road to Hunt Highway). Based on final grades to accommodate the Roosevelt Water Conservation District box culvert and to prevent erosion, SRP needs to remove and reset concrete pads for two switches, add one (1) primary distribution panel, install approximately 7,200 lineal feet of underground conductor, and extend associated conduits.

8. EVALUATION PROCESS: SRP will coordinate power outages with affected businesses and residential customers including the City's Municipal Utilities Staff for the Alamosa Water Tank and Gilbert Road Water Production Facility at 4260 South Gilbert Road.

9. FINANCIAL IMPLICATIONS:

Cost: \$98,760.12 Gilbert Rd Raise Equipment SRP Work Order # T2021864

Savings: N/A

Long Term Costs: N/A

Fund Source:

<u>Account No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
415.3310.6517.0.6ST596	Impact Fee	Gilbert Road (Queen Creek Road to Hunt Hwy)	Yes	\$ 98,760.12

10. PROPOSED MOTION: Move City Council City Council award a Design and Construction Services Contract to Salt River Project (SRP) for Gilbert Road Improvements, Contract No. ST0809, in an amount not to exceed \$98,760.12.

ATTACHMENTS: Location Map, Contract

APPROVALS

11. Requesting Department

Daniel W. Cook, Transportation Manager/Interim City Engineer

13. Department Head

R.J. Zeder, Transportation & Development Director

12. Transportation & Development

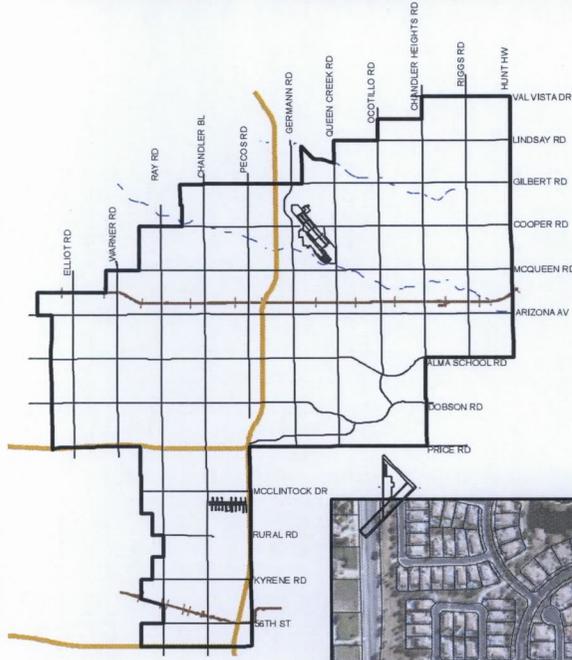
Bob Fortier, Capital Projects Manager

14. City Manager

Rich Dlugas



GILBERT RD IMPROVEMENTS PROJECT NO. ST0809



MEMO NO. CP15-069

● PROJECT SITE





Design Services Contract (Municipal Distribution)

CUSTOMER IMPROVEMENTS
XCT 341
P.O. Box 52025
Phoenix, AZ 85072-2025

SRP Contact: Sharon Benson
Contact Phone: (602) 236-0806
Contact Fax:
Date: 08/05/2014

ATTN: Dara Griffith
City of Chandler
215 E Buffalo Street, Suite 101
Chandler, AZ 85244-40

The Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona (SRP), and City of Chandler, a municipal corporation organized and existing under the laws of the State of Arizona (City) enter into this contract (Contract) for the design of electrical facilities for the following City project (Project):

Job Name:	CUS UE GILBERT RD RAISE EQUIPMENT		
SRP Job #:		SRP Work Order #:	T2021864
Customer Job #:	ST0809-402		
Location:	GILBERT RD, CHANDLER		

This contract includes the attached Electrical Design and Construction Terms and Conditions, and describes the general obligations of SRP and the City. Any changes, amendments or modifications to this Contract shall be in writing and shall be signed by both parties.

City understands that SRP will not begin design until City signs and returns this Contract. Upon receipt of the signed Contract, SRP will commence design and defer collecting any design fees or costs until the parties execute a Contract for construction of the Project.

Upon completion of the job design, SRP shall provide to the City a set of design drawings and a contract for construction of the Project. If City desires SRP to proceed with construction of the Project in accordance with the design drawings, City shall execute and return the Construction Services Contract and pay SRP the specified fees for construction of the Project. City acknowledges and agrees that the fees payable under the Construction Services Contract will include the design fees and costs incurred by SRP under this Contract. **If City cancels the Project at any time, or if City fails to execute a contract with SRP for construction of the Project within 120 days after SRP delivers design drawings for the Project to City, City agrees to reimburse SRP for the design fees and costs incurred by SRP under this Contract.**

For informational purposes only, the following conceptual Project estimate is provided to the City. This conceptual estimate is non-binding.

Conceptual Job Estimate:

Total:	\$98,760.12
Scope:	Gilbert Rd Ph 2 equipment too low SRP wire crew to remove 2 switches, 1 empty PDP, 3100 LF UA750K, 4100 LF UA40K, extend conduits, raise grade with 1-1/2 sac slurry backfill to prevent erosion, Re-set existing equipment and pads on new grade and construct all new wires and terminations. Grade to be set using current top of curb installed. City of Chandler to notify SRP when construction can start. City will complete all landscaping and sidewalk upon SRP completion.

SRP shall not be required to perform inspections or begin any construction or installation work on the Project until City (i) approves and returns the signed Construction Services Contract that will be provided upon completion of this Design Services Contract, (ii) accepts the completed design drawings by signing them, (iii) pays SRP the specified fees for construction of the Project, (iv) provides SRP the approved municipal permit(s) and (v) provides to SRP a copy of a deed or deeds evidencing ownership of all of the real property that is encompassed within or will be affected by the Project or other written documentation acceptable to SRP that establishes City's authority in connection with the Project before SRP will begin any construction or installation work under this Contract. If v



Electrical Design and Construction Terms and Conditions

1. The existing applicable SRP Rules and Regulations, as they may be amended or revised from time to time by SRP, and all terms and conditions thereof, are adopted and incorporated herein by reference as part of this Contract. The Rules and Regulations can be found at <http://www.srpnet.com> and are on file at the principal offices of SRP.
2. SRP shall construct all electric facilities up to the point(s) of delivery, including any connections to electric, in accordance with the SRP Rules and Regulations and SRP construction specifications and practices.
3. CITY shall timely provide SRP all drawings and data requested by SRP that are pertinent to the design of the CITY Project. SRP shall review such drawings and data for compatibility with SRP facilities and shall have sole discretion in determining whether the CITY facilities may be used with SRP's facilities.
4. Before beginning construction, CITY shall provide SRP executed originals of the construction services contract, all requested easements, including any easements required from third parties, for SRP to access and maintain the electric facilities installed under this Contract, using SRP's standard form(s) of easement. CITY, at all times, shall permit SRP to access and maintain any SRP electric facility on CITY property. CITY understands and agrees that SRP shall have no obligation to provide electric service to the Project unless and until CITY has provided all such easements.
5. CITY shall require that any construction work performed by CITY or its contractor or subcontractor shall be in accordance with national and local building and safety codes, the SRP Electric Service Specifications and construction drawings, and the Electric Utility Service Entrance Requirements Committee.
6. CITY shall secure all required State, County, and local permits and approvals.
7. If CITY decides to provide trenching, provision and installation of conduit, backfilling and/or surveying, ("CITY Work"), then all CITY Work shall conform to SRP's standards, and CITY shall permit SRP to inspect, at any time, any CITY Work or CITY-provided facility. If CITY decides to provide surveying, then CITY shall be responsible for setting or verification of road right-of-way monuments and/or construction staking, and CITY shall forward all results of survey to SRP for review and approval. If, at the time of inspection, there are no offset stakes to enable SRP to verify that the facilities are installed within the easements granted to SRP, SRP's Survey Department will reset the offset stakes at CITY's expense. Any inspection by SRP shall not be deemed an approval of any CITY-provided facility or a waiver by SRP of any right to enforce strict compliance with the terms and conditions of this Contract.
8. SRP shall not be responsible for, and CITY shall indemnify, defend and hold harmless SRP and members of its governing bodies, its officers, agents and employees, for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses and liabilities ("Claims") arising out of or relating to CITY's performance of the CITY Work, including without limitation Claims arising out of the performance of CITY Work on property not owned by CITY or outside of the easements provided to SRP under Section 4 of this Contract.
9. CITY shall not install any curb, sidewalk, paving, or any conflicting foundation within the development boundaries until SRP completes the installation of the electric facilities. CITY shall release SRP from any loss, damage, liability, cost, or expense incurred by CITY arising out of (i) any delay by SRP in performing, completing, or inspecting any work or (ii) any loss or damage to any installation prohibited by this Section.
10. CITY, upon demand, shall reimburse SRP for the costs of relocation of facilities found to be installed at the wrong location or grade due to CITY-requested changes in property lines, easement grade, and/or errors in staking, trenching, or survey when such work is performed by CITY or a contractor retained by CITY.
11. This Contract shall be interpreted, governed by and construed in accordance with the substantive and procedural laws of the State of Arizona, without regard to conflicts of law principles. SRP and CITY agree that any action, suit, or proceeding arising out of or relating to this Contract shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in Maricopa County, Arizona, and the parties irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, SRP and CITY hereby irrevocably waive any and all rights to a trial by jury and covenant and agree that neither will request a trial by jury, with respect to any legal proceeding arising out of or relating to this Contract.



**Electrical Design and Construction
Terms and Conditions
(Continued)**

12. The title to all work performed by SRP, or performed by CITY at SRP's request and accepted by SRP, shall remain with SRP at all times.
13. CITY shall meet with an SRP inspector before construction begins. The meeting may be scheduled by calling the SRP contact name and phone number specified on the Project drawings.
14. If CITY requires SRP to relocate any electrical facilities installed and paid for by the CITY pursuant to this Contract, in addition to providing SRP with a new easement for such relocated facilities, CITY shall reimburse SRP for all costs associated with moving the relocated facilities. CITY's reimbursement obligations shall also continue to apply for subsequent relocations. SRP shall be responsible for costs associated with moving any facilities installed pursuant to this Contract but not paid for by the CITY.