



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. TDA15-011**

1. Agenda Item Number:
64
2. Council Meeting Date:
September 11, 2014

TO: MAYOR & COUNCIL
THROUGH: CITY MANAGER

3. Date Prepared: August 18, 2014
4. Requesting Department: Transportation & Development

5. SUBJECT: Contract award to Salt River Project (SRP) for Old Price Road and Queen Creek Road Intersection Improvements

6. RECOMMENDATION: Staff recommends City Council award a design contract to Salt River Project (SRP) for Old Price Road and Queen Creek Road Intersection Improvements, Contract No. ST1305.501, in an amount not to exceed \$17,760.

7. BACKGROUND/DISCUSSION: SRP will provide a design for two (2) manholes and approximately 500 linear feet of 36" cast-in-place pipe to replace with 36" of rubber gasket reinforced concrete Class V irrigation pipe currently in place. The upgrade is required to accommodate the reconstruction of the intersection at Old Price Road and Queen Creek Road. SRP has prior rights so the City must reimburse the relocation costs.

8. EVALUATION: Relocating SRP irrigation facilities is required to eliminate conflicts and allow construction of the intersection improvements at Old Price Road and Queen Creek Road. SRP will perform the construction work in coordination with the City's contractor.

9. FINANCIAL IMPLICATIONS:

Cost: \$17,760 Upgrade SRP Irrigation Facility and install two (2) manholes

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>
411.3310.6517.0.6ST529	GO Bonds	Old Price Road and Queen Creek Road Intersection	Yes	\$17,760

10. PROPOSED MOTION: Move that Council award a design contract to Salt River Project (SRP) for Old Price Road and Queen Creek Road Intersection Improvements, Contract No. ST1305.501, in an amount not to exceed \$17,760.

ATTACHMENTS: Location Map, SRP Irrigation Design Services Contract

APPROVALS

11. Requesting Department

[Signature]

Daniel W. Cook, Transportation Manager/Interim City Engineer

13. Department Head

[Signature]

R.J. Zeder, Transportation & Development Director

12. Transportation & Development

[Signature]

Bob Fortier, Capital Projects Manager

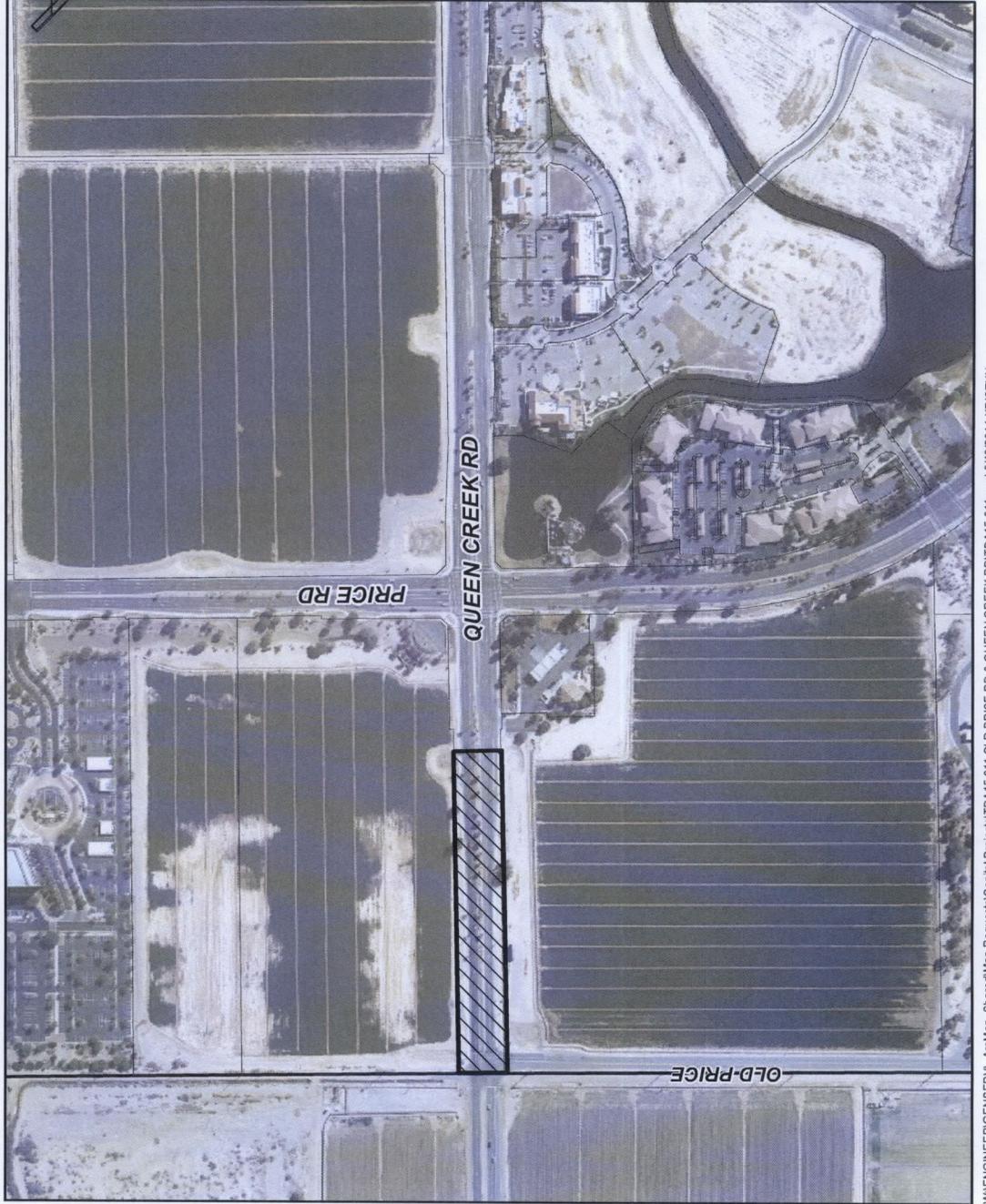
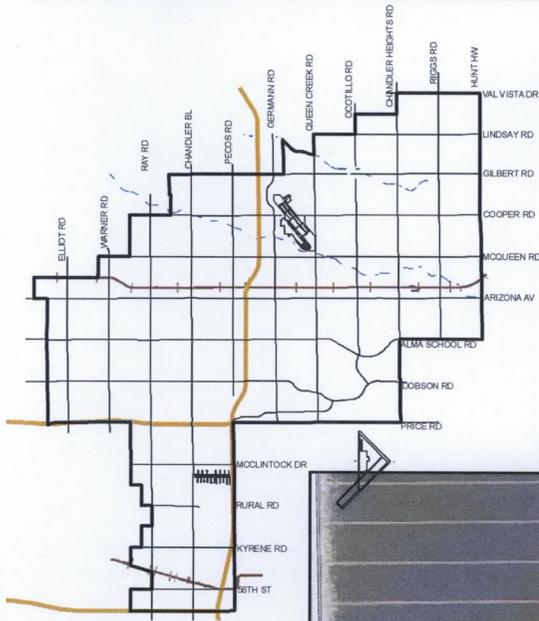
14. City Manager

[Signature]

Rich Dlugos



OLD PRICE RD AND QUEEN CREEK RD (SRP RELOCATION)



MEMO NO. TDA15-011



UPGRADE 500 LF OF 36"
RGRCP & 2 MANHOLES





File: WD-43008

ENGINEERING SERVICES AGREEMENT

This Engineering Services Agreement for engineering of SRP irrigation facilities ("Agreement") is entered into between Salt River Valley Water Users' Association, a corporation organized under the laws of the Territory of Arizona ("SRP"), and the City of Chandler, an Arizona municipal corporation ("City"). SRP and City are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties."

WHEREAS, SRP and City enter into this Agreement for the engineering of irrigation facilities to be modified or relocated to accommodate certain improvement or other development needs of the City for Old Price Rd & Queen Creek Rd ("Project") located at Old Price Rd & Queen Creek Rd AND;

WHEREAS, the scope of work and estimated cost, which is \$17,760.00 for design engineering and administrative services ("Services") associated with the Project are further detailed in the Engineering Cost Estimate Summary, attached hereto as Exhibit A.

THEREFORE, in consideration of the matters described herein and of the mutual benefits and obligations set forth herein, SRP and City agree as follows:

- 1) SRP will commence the Services upon receipt of the signed Agreement. Upon completion of design, SRP shall provide to City a set of design drawings, specifications and an Agreement for Construction of SRP Facilities (Construction Agreement) for construction of the Project.
- 2) If City desires to proceed with construction of the Project in accordance with the design drawings, City shall execute and return the Construction Agreement and pay SRP the specified fees associated with construction of the Project, in accordance with the terms of that agreement.
- 3) If City changes the Project, or if there is any change to the information regarding the Project provided by City and relied upon by SRP, SRP will charge City and City shall pay for any additional costs incurred by SRP, including but not limited to redesign engineering costs.
- 4) Upon completion of design services, City shall pay the amount specified in the SRP Engineering Cost Estimate Summary (Exhibit A), including costs associated with changes in the Services. If activities associated with design services extend beyond three (3) months and requested by SRP, City will submit payments on a quarterly basis.
- 5) City shall release SRP from any claim or demand for incidental or consequential damages City incurs as a result, or arising out of SRP's performance hereunder.



- 14) Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, SRP certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the City determines that SRP submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement.
- 15) This Agreement shall be governed by and construed in accordance with the 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 Agreement 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 of any such court.
- 16) In the event there is a breach of this Agreement, the prevailing Party to litigation shall be entitled to its reasonable attorney's fees and court costs. It is further understood and agreed that in the event any dispute arises regarding this Agreement or the terms and conditions hereof, the sole venue for litigation regarding this Agreement shall be in the Courts of Maricopa County, Arizona.
- 17) This Agreement represents the entire agreement of the Parties and supersedes all negotiations, representations, prior discussions or preliminary agreements between the Parties. No statements, warranties or representations of any kind not created in this Agreement shall in any way bind the Parties. This Agreement can only be changed or modified by a writing signed by all of the Parties hereto.
- 18) This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement. The Parties agree that no individual performing under this Agreement on behalf of SRP will be considered a City employee, and that no rights of City civil service, City retirement or City personnel rules shall accrue to such individual. SRP shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold harmless the City with respect thereto.
- ~~19) This Agreement is binding upon the Parties hereto, their respective successors and assigns.~~
- 20) This Agreement is in the nature of a personal services agreement and SRP shall have no power to assign its rights and obligations under this Agreement without the prior written consent of the City. Any attempt to assign without such prior written consent shall be void.



- 21) This Agreement may be canceled by City for a conflict of interest pursuant to Arizona Revised Statutes §38-511.
- 22) No term or provision of this Agreement that is determined by a court of competent jurisdiction to be invalid or unenforceable shall affect the validity or enforceability of the remaining terms and provisions of this Agreement. Any term found to be invalid or unenforceable shall be deemed as severable from the remainder of the Agreement.
- 23) SRP's delivery of this Agreement to City constitutes an offer to perform the Services on the terms and conditions set forth in this Agreement. City may accept this offer by signing this Agreement and returning it to SRP. This offer shall expire if City has not signed and returned this Agreement to SRP within 120 days of the date first set forth below.

IN WITNESS HEREOF, each Party has caused the execution of this Agreement by the undersigned, who is vested with authority to bind such Party to the terms and conditions herein.

“SRP”
Salt River Valley Water Users’
Association, an Arizona corporation

Robert M. Padilla
Robert M. Padilla
Manager, Customer Projects

8-15-14
Date Signed

“City”
City of Chandler, an Arizona
municipal corporation

City Representative

Title of Representative

Date Signed

