Chandler • Arizona Where Values Make The Difference	**PURCHASING ITEM FOR COUNCIL AGENDA Memo No. CP16-213**	**1. Agenda Item Number:** #19 **2. Council Meeting Date:** May 26, 2016

TO: MAYOR AND COUNCIL	**3. Date Prepared:** May 11, 2016
THROUGH: CITY MANAGER	**4. Requesting Department:** Municipal Utilities

5. SUBJECT: Design and Construction Contract to Salt River Project, for the Ocotillo Water Reclamation Facility Expansion

6. RECOMMENDATION: Staff recommends City Council award a Design and Construction Contract to Salt River Project, for the Ocotillo Water Reclamation Facility Expansion, Project No. WW1301.504, in an amount not to exceed $60,470.16.

7. BACKGROUND/DISCUSSION: To accommodate the Ocotillo Water Reclamation Facility (OWRF) expansion for present and future services, Salt River Project (SRP) will install new electrical facilities to serve the OWRF. The construction will be located within the project site at 3333 S. Old Price Road.

On February 25, 2016, City Council awarded a Design and Construction Contract, Project No. WW1301.503, to SRP, in an amount not to exceed $80,914. That contract included the installation of two automatic transfer switches to provide automated switching between two primary metered non-dedicated distribution circuits.

SRP is now requesting a separate contract for the additional work that is needed which will include the installation of a three phase pad mounted transformer and underground primary conductor to replace an overhead power feed to an existing sewer pump station.

8. EVALUATION PROCESS: SRP is the sole source electrical provider in the area and mandates their staff to design and install this infrastructure.

9. FINANCIAL IMPLICATIONS:

Cost: $60,470.16 SRP WO# T2101432
Savings: N/A
Long Term Costs: N/A

Fund Source:

Account No.:	Fund Name:	Program Name:	CIP Funded:	Amount:
615.3910.6814.6WW661.0	Wastewater Operating	Ocotillo Water Reclamation Facility Expansion	Yes	$60,470.16

10. PROPOSED MOTION: Move City Council award a Design and Construction Contract to Salt River Project, for the Ocotillo Water Reclamation Facility Expansion, Project No. WW1301.504, in an amount not to exceed $60,470.16.

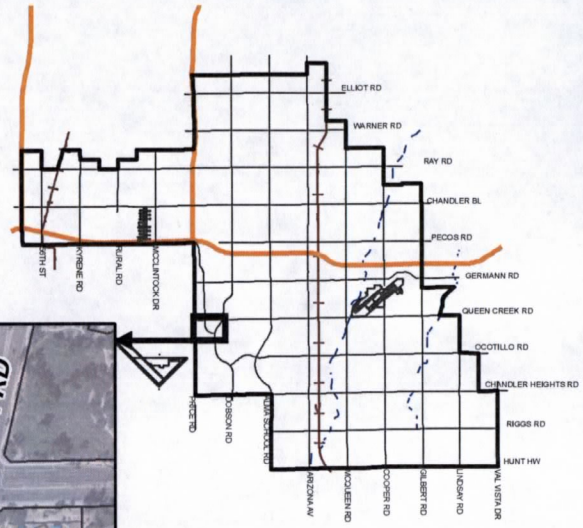
ATTACHMENTS: Location Map, Contract

APPROVALS

11. Requesting Department EOP Gina Ishida-Raybourn, Acting Utilities Engineering Manager	**13. Department Head** John Knudson, Municipal Utilities Director
12. Transportation & Development Bob Fortier Bob Fortier, Capital Projects Manager	**14. City Manager** Marsha Reed Marsha Reed

Chandler + Arizona

OCOTILLO WATER RECLAMATION FACILITY (OWRF) EXPANSION SRP DISTRIBUTION FACILITIES PROJECT NO. WW1301.504



MEMO NO. CP16-213

PROJECT SITE

NTS

ChandGIS

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Distribution Design and Construction Contract

CUSTOMER ACCOUNTING PAB169
SRP
P.O. Box 60370
Phoenix, AZ 85082-0370

SRP Contact: Anthony Lawrence
Contact Phone: (602) 236-4921
Contact Fax:
Date: 03/22/2016

ATTN: Steve DiDominico
City of Chandler
215 E Buffalo Street, MS 403
Chandler, AZ 85225

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 (Customer) enter into this contract (Contract) for the design and construction of electrical facilities for the following Customer project (Project):

Customer Project:	PAC UE OLD PRICE & QUEEN CRK RD - INFLUENT PUMP	Job Order #:	
Location:	3333 S OLD PRICE RD	Work Order #:	T2101432
Project Information:		Total Amps:	3600
Square Footage:	Min: , Max:	Dev. Type:	CDCC
Delivery Voltage(s):	277/480	Originating Cost Center:	22500

This Contract includes the attached Terms and Conditions and describes the general obligations of SRP and Customer. Any changes, amendments, or modifications to this Contract must be in writing and signed by both parties. Customer understands that SRP will not begin design services until Customer signs and returns this contract and pays the Contribution in Aid of Construction (CIAC) fee below. If the job is cancelled or Customer fails to diligently proceed to completion (as described below), the portion of the CIAC fee that was not used (if any) may, at SRP's discretion, be refunded. Upon completion of the design services, SRP shall provide Customer a set of design drawings for the Project, which will contain construction details. Additional fees, if applicable, will be billed separately under an Addendum to this Contract signed by both parties.

Description	Amount
CIAC fee:	$60,470.16
Comments:	Customer to install approximately 415 linear feet of trench & conduit. Customer responsible for backfill and restoration. SRP to install approximately 1 three phase pad mounted device(s). SRP to install approximately 1,095 linear feet of underground primary & feeder aluminum conductor.

SRP shall not be required to perform inspections or begin any construction or installation work on the Project until Customer (i) accepts the design drawings by signing them, (ii) pays SRP the CIAC fee, and (iii) 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 (the Real Property). If the deed(s) show that Customer is not the sole owner of all of the Real Property, Customer shall provide written documentation acceptable to SRP that establishes Customer's authority to act on behalf of each of the other owners in connection with the Project before SRP will begin any construction or installation work under this Contract. If Customer is unable to provide such documentation, and as a result SRP is required to modify its designs for the Project, Customer shall be responsible for paying in advance the estimated additional costs of the redesign work.

SRP may terminate this Contract if Customer fails to satisfy all Real Property-related conditions within forty-five (45) days, or if Customer fails to hold a preconstruction meeting with SRP within one hundred twenty (120) days, or if Customer fails to commence actual construction of the SRP facilities within one hundred eighty (180) days, after SRP provides the design drawings to Customer. SRP may also terminate this Contract if, in SRP's determination, Customer is not actively constructing the SRP facilities for the Project.

SRP's delivery of this Contract to Customer constitutes an offer to perform the design and construction services on the terms and conditions set forth in this Contract. Customer may accept this offer by signing this Contract (with no additions, deletions, or modifications) and returning it to SRP with the CIAC fee, payable by check or money order. This offer shall expire if Customer has not signed and returned this Contract to SRP with the CIAC fee on or before 04/21/2016.

If Customer changes the Project, or if there is any change to the information regarding the Project provided by Customer and relied upon by SRP, SRP will charge Customer and Customer shall pay for any additional costs incurred by SRP, including but not limited to redesign and engineering costs. Such costs may be retained by SRP from any funds previously collected from Customer, or billed directly to Customer, as appropriate.

Distribution Design and Construction Contract (Continued)

Customer understands and agrees to the terms and conditions of this Contract. The undersigned represents and warrants that he or she has the authority to sign this Contract on behalf of Customer.

Authorized Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

SRP Authorized Signature: _____ **Date:** _____

Printed Name: Anthony Lawrence **Email:** Anthony.Lawrence@srpnet.com

APPROVED AS TO FORM

CITY ATTORNEY GAB

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. Customer shall timely provide SRP all drawings and data requested by SRP that are pertinent to the design of the Customer Project. SRP shall review such drawings and data for compatibility with SRP facilities and shall have sole discretion in determining whether the Customer facilities may be used with SRP's facilities.
4. Before SRP begins construction, Customer shall provide SRP 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. Customer understands and agrees that SRP shall have no obligation to provide electric service to the Project unless and until Customer has provided all such easements. Customer, at all times, shall permit SRP to access and maintain any SRP electric facility on Customer property.
5. Customer shall require that any construction work performed by Customer 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. Customer shall secure all required State, County, and local permits and approvals.
7. Unless otherwise agreed in writing by SRP, Customer shall perform, at Customer's sole expense, all trenching, provision and installation of conduit, backfilling and surveying with property pins, and grade stakes (Customer Work). All Customer Work shall conform to SRP's standards. Customer shall forward all results of survey to SRP for review and approval. Upon Customer's request, SRP may provide survey services for the Project under a separate written agreement.
8. SRP shall not be responsible for, and Customer 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, injuries, expenses, and liabilities (Claims) arising out of or relating to Customer's performance of the Customer Work, including without limitation Claims arising out of the performance of Customer Work on property not owned by Customer. Customer's obligation under this Section shall extend to defend and indemnify SRP when SRP, members of its governing bodies, its officers, agents, and/or employees are allegedly concurrently negligent with Customer, its employees, and/or agents, but shall not extend to any liability caused by the sole negligence of SRP.
9. Prior to SRP's installing any electric facility, the Customer shall install all water and sewer facilities and backfill. Customer shall not install any curb, sidewalk, paving, or any conflicting foundation within the development boundaries until SRP completes the installation of the electric facilities. Customer shall and hereby does release SRP from any loss, damage, liability, cost, or expense incurred by Customer arising out of (i) any delay by SRP in performing or completing its work or inspecting any Customer Work or (ii) any loss or damage to any installation prohibited by this Section 9, even if such damage was caused by the negligent or intentional act or omission of SRP.
10. Customer shall permit SRP to inspect, at any time, any Customer provided facility. Any inspection by SRP shall not be deemed an approval of any Customer provided facility or a waiver by SRP of any right to enforce strict compliance with the terms and conditions of this Contract.
11. Customer, upon demand, shall reimburse SRP for the costs of relocation of facilities found to be installed at the wrong location or grade due to Customer requested changes in property lines, easement grade, and/or errors in staking, trenching, or survey.
12. If Customer's load grows to a total coincident demand of 6,740 kVA or greater, but less than 11,800 kVA, the load will be served from at least one dedicated SRP feeder circuit or a substation dedicated to serve only Customer. Any dedicated feeder circuit(s) or substations shall be provided by SRP at the sole expense of Customer.
13. 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 Customer 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 Customer 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.
14. The title to all work performed by SRP, or performed by Customer at SRP's request and accepted by SRP, shall remain with SRP at all times.
15. Customer shall meet with an SRP inspector before construction begins. The meeting may be scheduled by calling (602) 236-0676 West Valley, (602) 236-6300 East Valley, (602) 236-0808 Homebuilder Management Center, or the SRP Distribution Design Consultant.
16. Security deposits for electrical service may be required. Please call (602) 236-8833 at least thirty (30) days prior to the meter-set need date.

SRP®

STEVE DIDOMENICO
MSC 410
CHANDLER CITY OF
215 E BUFFALO ST
CHANDLER AZ 85225-5934
USA

Due Date:	04/13/2016
Invoice Date:	03/14/2016
Invoice Number:	6000029515
Customer Number:	100409
Net Amount Due:	$ 60,470.16
Service Address:	PAC UE OLD PRICE & QUEEN CK RD - PUMP 3333 S OLD PRICE RD CHANDLER AZ 85248-3535 USA

For Questions Contact: MARIA FERNANDEZ, (602) 236-4995, SRPCONTRACT@SRPNET.COM

Construction - CIAC
Invoice Reference: T2101432.WV
Special Instruction: SRP TO INSTALL ONE (1) 3PHASE PAD MOUNTED TRANSFORMER & 1095' OF UG PRIMARY & FEEDER ALUMINUM CONDUCTOR

Item	Material	Description	Qty	Price Per Unit		Amount
10	CIAC		1	$ 60,470.16	EA	$ 60,470.16

Subtotal	$	60,470.16
State Tax	$	0.00
County Tax	$	0.00
City Tax	$	0.00
Freight	$	0.00
Total Due	$	60,470.16

TEAR OFF BELOW PORTION AND RETURN WITH CHECK TO Salt River Project

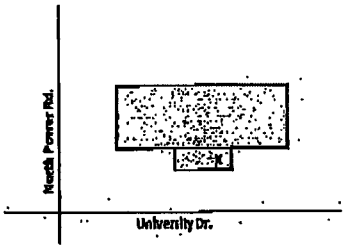
Please send checks to:	Please send Wires/ACH to:
Salt River Project PO Box 80042 Prescott, AZ 86304-8042	ACH ABA#122100024 Wire ABA#021000021 Account#000005688

Invoice Number: 6000029515
Customer Number: 100409
Net Amount Paid: $

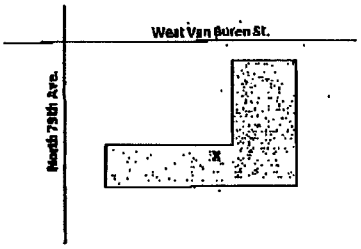
Payment Options for Design and Construction Fees

IN PERSON
Customer Construction Services will accept your payment, invoice and signed contract Monday through Friday from 7:30am to 4:00pm at the following locations:

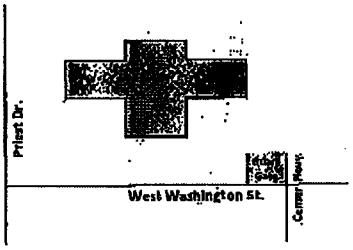
East Valley
7050 E. University Dr.
Mesa, AZ 85207
(602) 236-6131



West Valley
221 N. 79th Ave
Tolleson, AZ 85353
(602) 236-4995



Central: Crosscut
998 W. Washington St.
Tempe, AZ 85281
(602) 236-0449



ELECTRONIC CHECK
Please call us at 602-236-4995 and we can take your payment over the phone Monday through Friday from 7:30am to 4:00pm. You will need to have your bank account, bank routing number and must be an authorized signer on the bank account. Please email your signed contract to SRPCONTRACT@srpnet.com.

MAIL
Please mail your signed contract and invoice along with a check or money order to:

Customer Construction Payment/WVS208
Salt River Project
P.O. Box 52025
Phoenix, AZ 85072-2025

OVERNIGHT DELIVERY
Please overnight your signed contract and invoice along with a check or money order to:

Salt River Project
Customer Construction Services Payment/WVS208
2727 E. Washington St
Phoenix, AZ 85034-1403

WIRE TRANSFER
You may wire transfer directly to:

JP Morgan Chase
ABA# 122100024
Account # 000005688

Include your Job Name and Job Number for identification purposes. Please email your signed contract to SRPCONTRACT@srpnet.com.

6/25/15