



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CP17-088**

1. Agenda Item Number:

30

2. Council Meeting Date:
October 13, 2016

TO: MAYOR & COUNCIL

3. Date Prepared: September 27, 2016

THROUGH: CITY MANAGER

4. Requesting Department: Transportation & Development

5. SUBJECT: Engineering Services Agreement for design to Salt River Project (SRP) for relocation of irrigation facilities at the Alma School Road/Chandler Boulevard intersection

6. RECOMMENDATION: Staff recommends City Council award a design contract to Salt River Project (SRP) to accommodate the Alma School Road/Chandler Boulevard Intersection Improvements, Project No. ST0807.503, for relocation of irrigation facilities, in an amount not to exceed \$74,950.

7. BACKGROUND/DISCUSSION: This project includes widening the Alma School Road/Chandler Boulevard intersection to three thru lanes; dual left turn lanes; right turn lanes; bike lanes; bus/bike lanes; raised landscaped median; storm drainage; wet & private utilities; streetlights; and traffic signals. Salt River Project's scope includes the following: predesign and design for the future installation of a new irrigation structure with pipe stubs. The City's contractor will install irrigation pipe and liner. A separate SRP Agreement will be brought forward for the installation by SRP crews for these relocations and improvements not being done by the City's contractor.

8. EVALUATION: Salt River Project will be self-performing the associated work. Salt River Project has prior rights. The City is required to reimburse Salt River Project for all associated costs to relocate their system.

9. FINANCIAL IMPLICATIONS:

Total Project Costs: \$74,950

Fund Source:

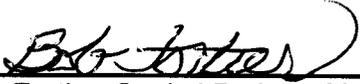
<u>Account No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
411.3310.6517.6ST316	GO Funds	Alma School Road & Chandler Blvd Intersection Improvements	Yes	\$74,950

10. PROPOSED MOTION: Move City Council award a Engineering Services Agreement for design to Salt River Project (SRP) to accommodate the Alma School Road/Chandler Boulevard Intersection Improvements, Project No. ST0807.503, for design to accommodate relocation of irrigation facilities, in an amount not to exceed \$74,950.

ATTACHMENTS: Location Map/Contracts

APPROVALS

11. Requesting Department



Bob Fortier, Capital Projects Manager

13. Department Head



R.J. Zeder, Transportation & Development Director

12. Transportation & Development



Daniel W. Cook, City Engineer

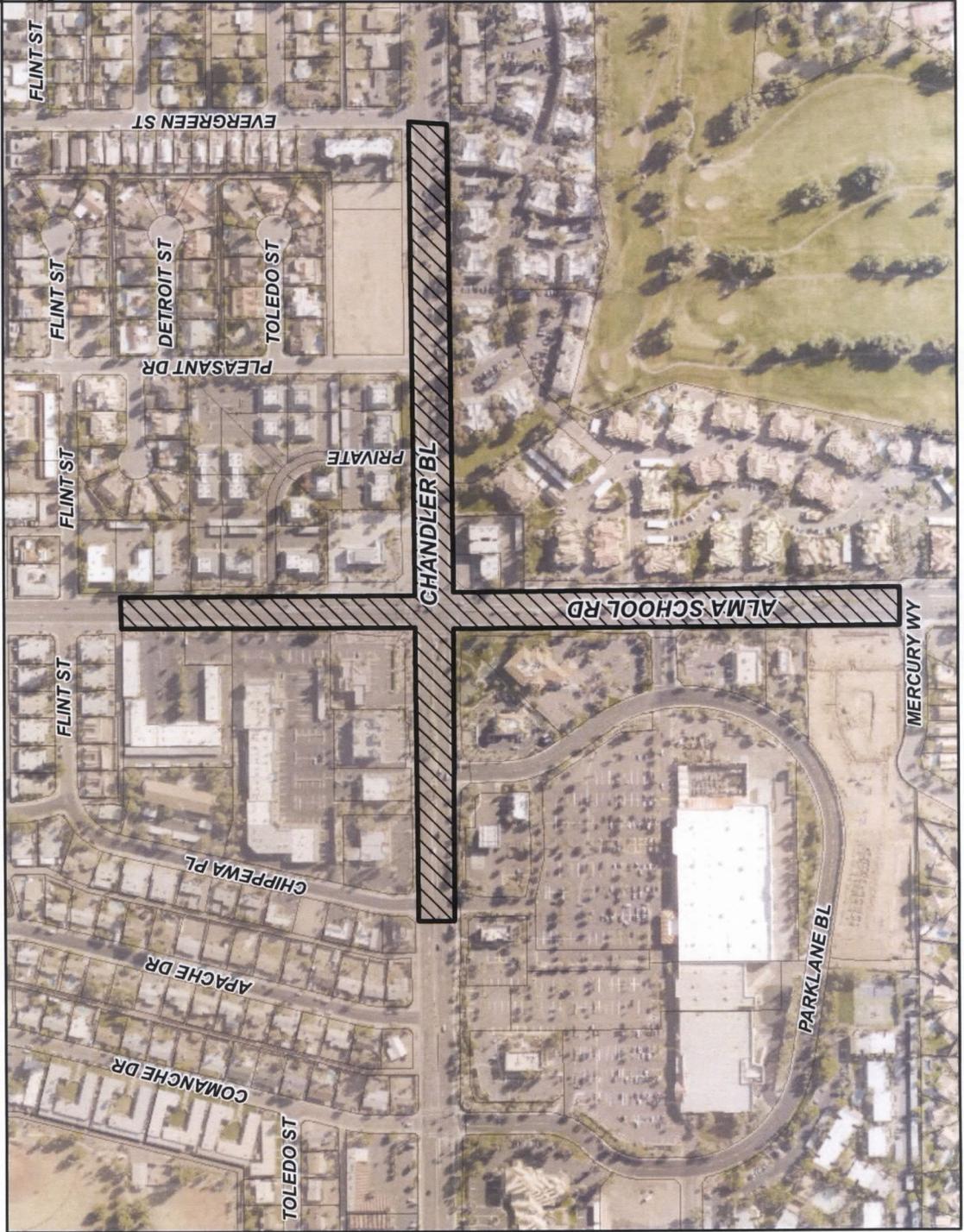
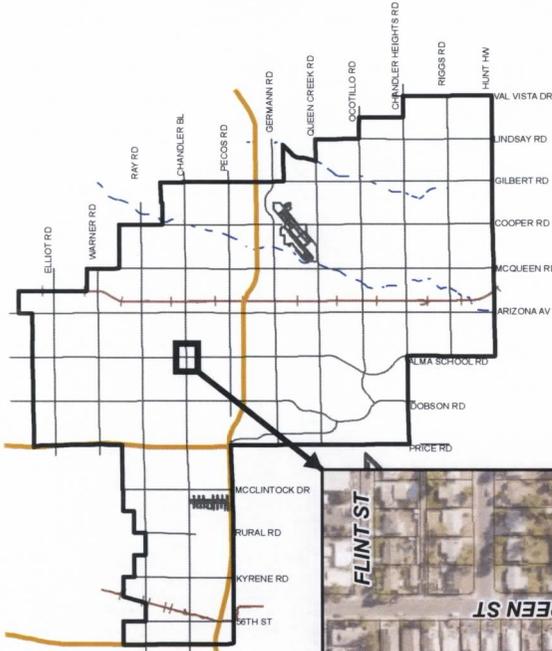
14. City Manager



Marsha Reed



CHANDLER BL/ALMA SCHOOL RD INTERSECTION IMPROVEMENTS PROJECT NO. ST0807-503



MEMO NO. CP17-088



PROJECT SITE





P.O. Box 52025
Mail Station: SSW303
Phoenix, Arizona 85072-2025
(602) 236-5900
www.srpnet.com

File: RD-92896
Coord: 26.00E - 5.00S

September 27, 2016

City of Chandler
Attn: Mr. Dennis Aust
P. O. Box 4008
Chandler, AZ 85244-4008

RE: Chandler Blvd/Alma School Rd Improvements
Chandler Blvd & Alma School Rd

Dear Mr. Aust:

Per your recent request to combine all cost into one exhibit for your council approval, we are providing a revised Engineering Services Agreement. As we noted earlier, we do not have any documentation in our file whereby the City of Chandler's prior project manager provided the requested authorization to bill for SRP design engineering and administrative services. Therefore, in keeping with our current process, we are providing you with an Engineering Services Agreement (ESA) for your review and signature. An engineering cost estimate summary is included as Exhibit A.

Please return a signed original copy of the ESA to my attention at the address above within two weeks of receipt of this letter. We would like to finalize our design process upon receipt of the signed copy of the ESA.

Our design plans are being finalized. Once signed off, we will submit a Construction Agreement for our associated construction costs, including construction engineering services, for your review and approval prior to construction of SRP facilities.

We appreciate the opportunity to provide engineering services for your project. If you have any questions, contact our assigned Project Leader, Richard Johnson, at (602) 236-4607 or email at Rich.Johnson@srpnet.com. Please reference our file number RD-92896 on any correspondence regarding this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Kyle Tilghman".

Kyle Tilghman
Manager, Water Engineering

RMP:rej
Enclosures: Engineering Services Agreement
Exhibit A – Engineering Cost Summary

bc: Bob Larchick



File: RD-92896

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 Chandler Blvd/Alma School Rd Improvements ("Project") located at Chandler Blvd & Alma School Rd, AND;

WHEREAS, the scope of work and estimated cost from Project inception to date, which is \$74,950.00 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 complete 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.



- 6) City may terminate this Agreement at any time by providing thirty (30) days written notice to SRP. City shall pay SRP for work completed and reasonable expenses incurred to the date of termination.
- 7) In the event of a dispute involving the terms of this Agreement or an allegation of material breach by either Party, each Party reserves all of its respective rights and remedies, arising by law or equity, but shall waive any right to demand a trial by jury in any action commenced in court with respect to any legal proceeding arising out of or relating to this Agreement.
- 8) At all times during performance hereunder, SRP shall comply with all federal, state and local laws, ordinances and regulations applicable to performance.
- 9) All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to SRP in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, SRP shall not disclose data generated in the performance of the services to any third person without the prior written consent of the City, or its designee.
- 10) This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511.
- 11) This Agreement is subject to the provisions of ARIZ. REV. STAT. § 42-17106.
- 12) Notices:

If to City:
City of Chandler
Mr. Dennis Aust
P. O. Box 4008
Chandler, AZ 85244-4008

If to SRP:
SRP
Attn: Robert M. Padilla, Manager
Water Engineering MS SSW303
P.O. Box 52025
Phoenix, Arizona 85072-2025

- 13) To the extent applicable under ARIZ. REV. STAT. § 41-4401, SRP and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23- 214(A). SRP's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.



- 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

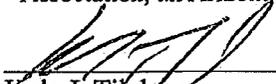


remaining terms and provisions of this Agreement. Any term found to be invalid or unenforceable shall be deemed as severable from the remainder of the Agreement.

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



Kyle J. Tilghman
Manager, Water Engineering

9/27/16

Date Signed

"City"
City of Chandler, an Arizona
municipal corporation

City Representative

Title of Representative

Date Signed

APPROVED AS TO FORM

CITY ATTORNEY *CAB*

EXHIBIT A
SRP Engineering Cost Estimate Summary

J. O. Number: RD-92896
Customer: City of Chandler
Project Title: Chandler Blvd/Alma School Rd Improvments

Estimate Date: 9/27/2016
Estimate Valid To: 12/26/2016

Location: Chandler Blvd & Alma School Rd

Job Scope: 1913' OF RGRCP, 1 PLTO STR, 6 MH
1817' of Cured-in-place Pipe Design

<i>Activity</i>	<i>Hours</i>	<i>Cost</i>
Pre-Design	24	\$2,560
Provide information / assist with project planning		
Provide copies of facility drawings		
Research SRP land rights		
Site review		
Obtain operational capacity / level design data		
Obtain utility information		
Obtain Board approval of facility deactivations		
Hold pre-design meeting to establish scope		
Develop engineering cost proposal		

Design	645	\$68,740
Survey		
Drafting		
Plot utility locations and identify conflicts		
Design coordination with customers and within SRP		
Design		
Project administration		

Underground Utility Locating (potholing)	<i>(Not Included)</i>	
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NOTE: \$2400 SRP Potholes Not Included.

Pre-Construction	32	\$3,650
Estimating		
Construction proposal coordination / preparation		
Administration		

	<i>Hours</i>	<i>Cost</i>
Total	701	\$74,950

Design Requirements	
<u><i>Irrigation Pipe:</i></u>	
1913	LF Pipeline Design
1817	LF C-I place Pipe Design
<u><i>Delivery Structures:</i></u>	
1	EA T.O. Structure (Standard)
0	EA T.O. Structure (Oversize)
0	EA Open Lateral Structure
0	EA Deactivation/Retirement
<u><i>Other</i></u>	
6	EA Manholes
0	EA Headwalls
0	EA Headwall/Trashracks
0	EA Measuring Item
-	_____
-	_____
-	_____

Less Previous Payment	\$0
BALANCE	\$74,950