



Chandler - Arizona
Where Values Make The Difference

**PURCHASING ITEM
FOR
COUNCIL AGENDA
CA09-046**

1. Agenda Item Number:

33

2. Council Meeting Date
January 8, 2009

TO: MAYOR & COUNCIL

3. Date Prepared: December 23, 2008

THROUGH: CITY MANAGER

4. Requesting Departments: Public Works

5. SUBJECT: Award a design and construction contract to Salt River Project to remove and relocate electrical equipment for the Gilbert Road Improvements (Germann Road to Queen Creek Road), Project No. ST0625-301, in an amount not to exceed \$219,129.

6. RECOMMENDATION: Staff recommends that Council award a design and construction contract to Salt River Project to remove and relocate electrical equipment for the Gilbert Road Improvements (Germann Road to Queen Creek Road), Project No. ST0625-301, in an amount not to exceed \$219,129.

7. BACKGROUND/DISCUSSION: Gilbert Road between Germann Road and Queen Creek Road will be improved to six-lane arterial standards, including sidewalks, curb and gutter, turn lanes, bike lanes, median landscaping, permanent traffic signals at Gilbert/Queen Creek and Gilbert/Ryan, potable water, reclaimed water, and sewer lines. As part of this project, Queen Creek Road will also be improved from Gilbert Road to the east for a distance of approximately 1/3 mile, and from Gilbert Road to the west for a distance of approximately 2,500 feet.

Salt River Project must lower existing underground conduit and to install street light conductor to accommodate the Gilbert Road Improvements (Germann Road to Queen Creek Road). Salt River Project has prior rights so the City must reimburse the relocation costs.

8. EVALUATION: Salt River Project is responsible for the design and construction.

9. FINANCIAL IMPLICATIONS:

Cost: \$219,129
Savings: N/A
Long Term Costs: N/A

Fund Source:

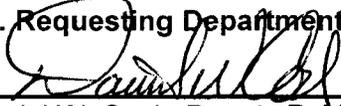
| Acct. No.: | Fund Name: | Program Name: | CIP Funded: | Amount: |
|------------------------|-------------|------------------|-------------|-----------|
| 415.3310.0.6517.8ST482 | Impact Fees | Gilbert Rd. Imp. | FY07/08 | \$219,129 |

10. PROPOSED MOTION: Move that Council award a design and construction contract to Salt River Project to remove and relocate electrical equipment for the Gilbert Road Improvements (Germann Road to Queen Creek Road), Project No. ST0625-301, in an amount not to exceed \$219,129, and authorize the Mayor to sign the contract documents.

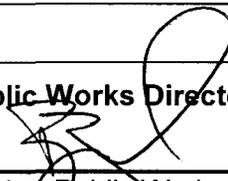
ATTACHMENTS: Location Map, Contract

APPROVALS

11. Requesting Department


Daniel W. Cook, Deputy Public Works Director

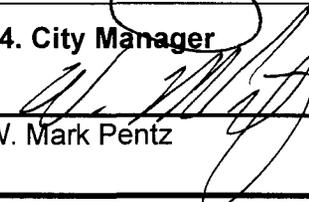
13. Public Works Director


R.J. Zeder, Public Works Director

12. City Engineer

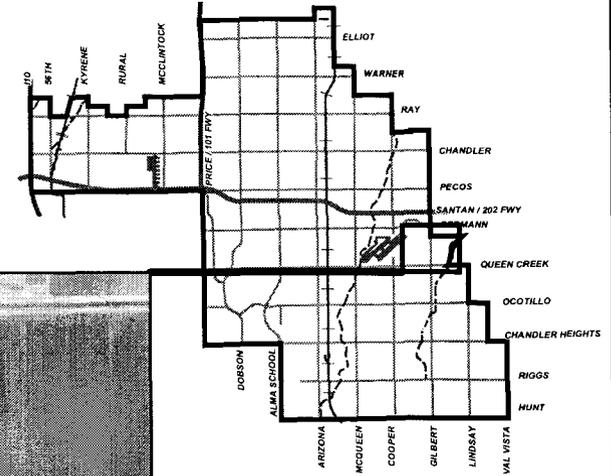

Sheina Hughes, Assistant Public Works Director/City Engineer

14. City Manager


W. Mark Pentz



GILBERT ROAD IMPROVEMENTS PROJECT NO. ST0625-301



MEMO NO. CA09-046

PROJECT LIMITS





CONSTRUCTION SERVICES CONTRACT (Municipal Distribution)

Customer Improvements
XCT 341
P.O. Box 52025
Phoenix, AZ 85072-2025

Fax 602.220-1164
Cost Center: 82520

SRP COPY PLEASE SIGN AND RETURN WITH PAYMENT

Date 7/11/08

To: **City of Chandler
Lori Greco
215 E. Buffalo St.
Chandler, AZ 85225**

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 construction of electrical facilities for the following City project (Project):

**Project Name: Gilbert Rd Germann to Queen Creek ST0625-201
Location: Gilbert Rd.
Job Order Number: KE6-364, JE6-321, KEL-103, KE2-5192 & JE2-5078**

Customer acknowledges that it previously entered into a design services contract with SRP for the Project. City now desires SRP to proceed with construction of the Project in accordance with the design drawings delivered by SRP pursuant to the design services contract.

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.

In consideration of the work to be performed by SRP, City shall pay SRP the following non-refundable fees:

| Job Number | Description | Cost | Survey | Trench, Conduit |
|---------------|--------------------|-------------------------------------|----------|-----------------|
| KE2 -5192 | Conversion | \$ 0- See Costs on Aesthetics Agrmt | Customer | Customer |
| JE2 -5098 | O/H Removal | \$ 0-See Costs on Aesthetics Agrmt | | |
| KE6 -364 | Ext./Lower Conduit | \$ 130,697 | SRP | SRP |
| KEL -103 | Street Lights | \$ 17,556 | Customer | Customer |
| JE6-321 | O/H Relocations | \$ 70,876 | SRP | |
| Total: | | \$219,129 | | |

SRP shall not be required to perform inspections or begin any construction or installation work on the Project until City (i) signs and returns this Contract, (ii) accepts the completed design drawings by signing them, (iii) pays SRP the fees set forth above, (iv) provides SRP the approved City 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. If City is unable to provide such

documentation, and as a result SRP is required to modify its designs for the Project, City shall be responsible for paying additional costs of the redesign work. 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 and engineering costs.

SRP's delivery of this Contract to City constitutes an offer to perform the construction services on the terms and conditions set forth in this Contract. City may accept this offer by signing this Contract (with no additions, deletions or modifications) and returning it to SRP. This offer shall expire if City has not signed and returned this Contract to SRP within 120 day of the date first set forth above.

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

ACCEPTED: City signature, title, Date
FOR: _____

Sharon Benson, DDC Sr., SRP Date
602.236.0806

APPROVED AS TO FORM

CITY ATTORNEY GAB

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 except as specifically modified herein. 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 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. 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.
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,

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

and/or errors in staking, trenching, or survey when such work is performed by City or a contractor retained by City.

11. City shall indemnify, defend, and hold harmless SRP, the members of its governing bodies, and its directors, officers, employees, agents and contractors for, from and against any loss, damage, liability, cost, or expense incurred by SRP, members of its governing bodies, directors, officers, employees, agents or contractors arising out of any act or omission of City, or its officials, employees, agents, contractors, or subcontractors. City's obligation under this section shall extend to defend SRP when SRP, or members of its governing bodies, directors, officers, employees, agents or contractors are allegedly concurrently negligent with City, its officials, employees, agents, contractors, or subcontractors, but shall not extend to any liability caused by the sole negligence of SRP. 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 Section 9.
12. 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.
13. 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.
14. 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.
15. 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.