

AUG 13 2009



MEMORANDUM PUBLIC WORKS MEMO PWE10-002

DATE: AUGUST 13, 2009

TO: MAYOR AND COUNCIL

THRU: W. MARK PENTZ, CITY MANAGER
ROBERT ZEDER, PUBLIC WORKS DIRECTOR
DANIEL W. COOK, DEPUTY PUBLIC WORKS DIRECTOR

FROM: SHEINA HUGHES, ASSISTANT PUBLIC WORKS DIRECTOR/
CITY ENGINEER

SUBJECT: Inquiry on Items 31 through 35 – Contracting mechanism used by SRP for Utility Contracts for relocations associated with City Roadway Projects

For a number of years, SRP has used both their own crews and contracted crews to perform work associated with City utility relocation for roadway projects. SRP has a number of contracting methods that they use, but all of the methods are based on pre-qualified contractors performing the work.

Recently, SRP has significantly reduced their use of outside contractors and are self-performing these projects. When staff reviewed the scope and timing of these projects with SRP, they indicated that they will be using their own crews to complete this work.



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA10-006**

1. Agenda Item Number:
31
2. Council Meeting Date:
August 13, 2009

TO: MAYOR & COUNCIL

3. Date Prepared: July 09, 2009

THROUGH: CITY MANAGER

4. Requesting Department: Public Works

5. SUBJECT: Award a design and construction contract to Salt River Project for the relocation of Salt River Project well site equipment to accommodate the McQueen Road (Queen Creek Road to Riggs Road) Improvements, Project No. ST0810-303, in an amount not to exceed \$216,800.

6. RECOMMENDATION: Staff recommends that Council award a design and construction contract to Salt River Project for the relocation of Salt River Project well site equipment to accommodate the McQueen Road (Queen Creek Road to Riggs Road) Improvements, Project No. ST0810-303, in an amount not to exceed \$216,800.

7. BACKGROUND/DISCUSSION: The McQueen Road (Queen Creek Road to Riggs Road) project will design improvements to meet the increasing traffic volume demands in this area of south Chandler. McQueen Road will be improved to six traffic lanes from Queen Creek Road to Ocotillo Road and improved to four traffic lanes from Ocotillo Road to Riggs Road. Portions of this roadway segment have been constructed to the half street section by private developments along McQueen Road. This project will complete the half street areas to full width major or minor arterial sections and construct the full street section in the areas that are currently two lanes only. This project will also include adding raised medians, bike lanes, turn lanes, sidewalks, curbs, gutters, street lighting, traffic signals, traffic signal interconnects, storm drainage, landscaping, pedestrian path, equestrian path, widening two consolidated canal crossings, right-of-way acquisition and utility relocations.

Salt River Project will incur costs to relocate the well site equipment to accommodate the McQueen Road (Queen Creek Road to Riggs Road) Improvements. These costs include design, new chain link fencing, gates, discharge structure, primary and secondary electric. The cost also includes removal of an existing discharge structure, chain link fencing and primary and secondary electrical service.

8. EVALUATION: Since Salt River Project has prior rights, the City is required to reimburse Salt River Project for associated costs to relocate their facilities. Salt River Project will solicit competitive bids for the work and award the construction.

9. FINANCIAL IMPLICATIONS:

Cost: \$216,800
Savings: N/A
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>
415.3310.0.6517.8ST478	Impact Fees	McQueen (Queen Creek to Riggs)	FY07/08	\$ 56,050.00
415.3310.0.6517.9ST478	Impact Fees	McQueen (Queen Creek to Riggs)	FY08/09	\$ 42,841.00
411.3310.0.6517.10T478	GO Bonds	McQueen (Queen Creek to Riggs)	FY09/10	\$117,909.00

10. PROPOSED MOTION: Move that Council award a design contract to Salt River Project for the relocation of Salt River Project well site equipment to accommodate the McQueen Road (Queen Creek Road to Riggs Road) Improvements, Project No. ST0810-303, in an amount not to exceed \$216,800 and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Location Map, Contract

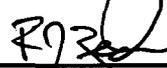
APPROVALS

11. Requesting Department



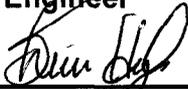
Daniel W. Cook, Deputy Public Works Director

13. Department Head



R.J. Zeder, Public Works Director

12. City Engineer



Sheina Hughes, Assistant Public Works Director/City Engineer

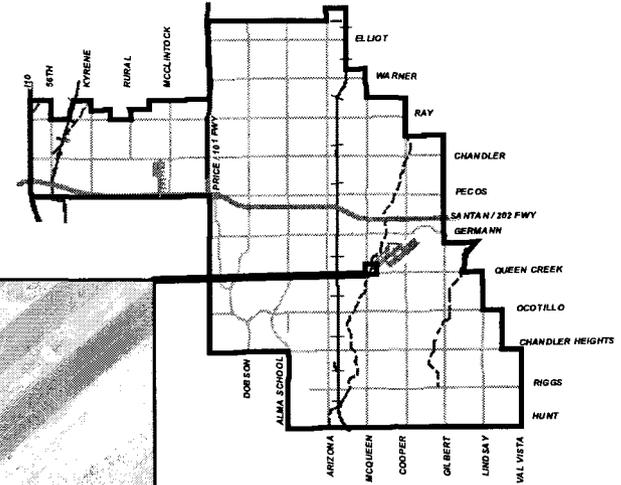
14. City Manager



W. Mark Pentz



SRP WELLSITE EQUIPMENT RELOCATIONS PROJECT NO. ST0810-303



MEMO NO. CA10-006

● PROJECT SITE





GROUNDWATER SERVICES

P.O. Box 52025 -- 16ST52
Phoenix, Arizona 85072-2025
(602) 236-2795
Fax (602) 236-2987
tdbawden@srpnet.com

THOMAS D. BAWDEN
SUPERINTENDENT

File RC-08016
Coord: 28.1E-8.0S

July 17, 2009

City of Chandler
Attn: Mrs. Lori Greco
Mail Stop 410
PO Box 4008
Chandler, Arizona 85244-4008

RE: Well Site Modifications for City Road Improvements
McQueen Road Improvements (ST0810-201)

Dear Mrs. Greco:

Enclosed are two copies of the Design and Construction Agreement (DCA) for the above referenced project for your review and signature. The design and construction process will begin upon receipt of a signed copy of the DCA. The estimated cost of our service is \$216,800 however, upon project completion final billing reconciliation will result in a bill for actual cost. Payment will be due within 30 days of invoicing. To initiate the project, sign this agreement authorizing SRP Groundwater to bill the City of Chandler (COC) for the actual costs incurred. Please return one signed copy of the DCA including Exhibits A and B to my attention at the above address.

The DCA includes Exhibits A and B. Exhibit A is included to identify the scope of work and list the activities and facilities which will designed and constructed by Association. Exhibit B is included to provide the list of activities and their estimated cost. Items to be built by City of Chandler will have no estimated dollar amount and are not included in this estimate.

We appreciate the opportunity to provide engineering and construction services for your project. If you have any questions concerning the agreement, plans or specifications, please contact Andrew Johnson, Civil Specialist, at 602-236-2601 or email at awjohnso@srpnet.com. Or myself at 602-236-2795 or email at Thomas.bawden@srpnet.com. All efforts will be made to work with your contractor to complete the work in a timely manner.

Sincerely,

Thomas D. Bawden
Superintendent, Groundwater Division

Enclosures: Design and Construction Agreement
Exhibit A – Scope of Work
Exhibit B – Cost Summary
cc: Bob Pane
Andrew Johnson



DESIGN AND CONSTRUCTION AGREEMENT

This Agreement for construction, modification or relocation of facilities (hereinafter AGREEMENT), is entered into this 17th day of July, 2009, by and between the Salt River Valley Water Users' Association (hereinafter ASSOCIATION), and City of Chandler (hereinafter Customer).

WHEREAS, Customer has deemed it necessary or desirable that ASSOCIATION accommodate certain development or other needs of Customer and recognizes that ASSOCIATION is best capable of providing such accommodation, AND;

WHEREAS, ASSOCIATION is capable of providing such accommodation, using its own employees and equipment, unless otherwise provided herein.

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

- 1) ASSOCIATION shall perform the work and services more particularly described in the SCOPE OF WORK (EXHIBIT A), attached hereto, and by this reference incorporated herein.
- 2) ASSOCIATION shall complete the work and services described in EXHIBIT A in a timely manner. In the event ASSOCIATION is delayed in completing the Scope of Work due to acts of God, fire, flood, labor disputes or any other factor beyond the reasonable control of ASSOCIATION, the time for completion shall be extended for a period of time commensurate with the delay so caused.
- 3) ASSOCIATION shall maintain all relevant and applicable insurance coverage's, through its self insurance program or supplementary contracts of insurance it deems necessary.
- 4) ASSOCIATION shall at all times comply with laws applicable to performance hereunder, including acquisition of permits, licenses or other approvals.
- 5) The estimated cost for completing the Scope of Work is \$216,800, however, Customer shall reimburse ASSOCIATION for actual costs incurred in the performance and completion of the work and services described in EXHIBIT A. Payment to ASSOCIATION shall be in accordance with the terms set forth in EXHIBIT B, attached hereto, and by this reference incorporated herein.
- 6) Neither ASSOCIATION nor Customer shall have the right to assign any rights or interest created herein.
- 7) This AGREEMENT shall be governed in all respects by the laws of the state of Arizona.
- 8) Customer shall indemnify and hold harmless ASSOCIATION from liability resulting from or arising out of ASSOCIATION's performance hereunder, whether such liability is for property damage, personal injury or death, unless such liability is attributed to ASSOCIATION's sole, exclusive negligence or willful action. Further, Customer shall release ASSOCIATION from any of its claims related to ASSOCIATION's performance hereunder, unless such claim results from ASSOCIATION's sole, exclusive negligence or willful action.
- 9) In the event of termination of this Agreement prior to the completion of the Scope of Services, Customer shall reimburse ASSOCIATION for the actual cost it incurred to the effective date of such termination, and, if completion of the Scope of Work is essential to restore ASSOCIATION's ability to operate facilities affected by the unfinished Scope of Work, Customer shall reimburse ASSOCIATION in accordance with paragraph 5 herein.



10) This Agreement shall constitute the entire agreement between the parties hereto, and any prior or contemporaneous understanding or representation shall not be binding upon either party hereto.

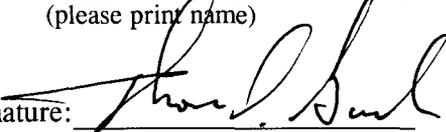
In witness, each party has caused the execution of this Agreement by the undersigned, who is vested with authority to bind such party to the terms and conditions herein.

SALT RIVER VALLEY WATER
USERS' ASSOCIATION:

CUSTOMER:

By: Thomas D. Bawden
(please print name)

By: _____
(please print name)

Signature: 

Signature: _____

Date: 2-15-09

Date: _____

APPROVED AS TO FORM

CITY ATTORNEY *GAB*



EXHIBIT “A”

Scope of work for the modification of well site 28.1E-8.0S

Site will be reconfigured to accommodate street improvements by the City of Chandler (COC). Listed below are the SRP well site modifications.

1. Within six weeks of receiving this executed agreement SRP Groundwater will have the design completed and issued for construction.
2. The well site will be modified as follows to allow access from the north:
 - Primary and secondary electrical equipment, a portion of the chain link fence and drive thru gate, the concrete discharge structure and the discharge pipe will all be removed.
 - All required modifications will meet current SRP Groundwater standards.
Construction will consist of:
 - A new discharge structure and underground piping to reconnect the existing lateral headwall will be installed.
 - Primary power and transformer will be relocated to the southwest end of the site to accommodate the relocated discharge structure and access from the north.
 - Secondary power equipment consisting of the starter, conduits, cables and SCADA equipment will be installed on the southwest end of the site to accommodate the relocated discharge structure.
 - New chain link fencing will be installed to enclose the new well site footprint and all existing chain link fence that can be utilized will be preserved in place and incorporated into the new site footprint.
 - A new 20' drive thru gate and associated man gate will be installed.
 - A new deadman will be installed.
 - A new above ground discharge pipe and associated hardware will be fabricated and installed to tie the pump to the new discharge structure.
 - The pump head will be rotated to align with the new discharge structure.
 - The new ingress/egress easement and well site easement will be brought up to canal road grade, compacted and finished with ABC.



EXHIBIT "B"
Cost Summary

RC-08016
 28.01E-8.0S
 (McQueen Road and Queen Creek Road)

SECTION I - Association Design

Item	Item Description	Unit	Quantity	\$/Unit	Bid	Net Bid
1.	Design Civil, Mechanical & Electrical	LS	1	16,000	16,000	16,000
SECTION I TOTALS					\$16,000	\$16,000

SECTION II - Association Construction

Item	Item Description	Unit	Quantity	\$/Unit	Bid	Net Bid
1.	Enclosure Chain Link and Gates	LS	1	17,000.00	17,000	17,000
2.	Secondary Electrical & SCADA	LS	1	61,500.00	61,500	61,500
3.	Mechanical	LS	1	12,000.00	12,000	12,000
4.	Site work	LS	1	22,000.00	22,000	22,000
5.	Discharge Structure and Pipe	LS	1	12,000.00	12,000	12,000
6.	Demolition	LS	1	9,000.00	9,000	9,000
SECTION II TOTALS					\$133,500	\$133,500

SECTION III - SRP Power

Item	Item Description	Unit	Quantity	\$/Unit	Bid	Net Bid
1.	Primary Power To Well Site Transformer	LS	1	40,000.00	40,000	40,000
SECTION II TOTALS					\$40,000	\$40,000

Summary:	SECTION I - Association Design	\$16,000
	SECTION II - Association Construction	\$133,500
	SECTION IV - SRP Power	\$40,000
	Sub Total	\$189,500
	Contingency 10%	\$19,000
	Total Estimate	\$208,500
	A&G 4%	\$8,300
	Total Estimate	\$216,800