

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. CA10-009**

1. Agenda Item Number:
33
2. Council Meeting Date
August 13, 2009

TO: MAYOR & COUNCIL

3. Date Prepared: July 9, 2009

THROUGH: CITY MANAGER

4. Requesting Departments: Public Works

5. SUBJECT: Award a design and construction contract to Salt River Project for electrical relocations to accommodate the McQueen Road Improvements from Queen Creek Road to Riggs Road, Project No. ST0810-302, in an amount not to exceed \$1,466,000.

6. RECOMMENDATION: Staff recommends that Council award a design and construction contract to Salt River Project for electrical relocations to accommodate the McQueen Road Improvements from Queen Creek Road to Riggs Road, Project No. ST0810-302, in an amount not to exceed \$1,466,000.

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.

To accommodate the intersection project, Salt River Project must install 57,540 feet of conductor, 108 junction boxes, ten risers, four pull boxes, nine feeding enclosures, twenty-two switching enclosures, twelve transformers, one capacitor bank, and two manholes. In addition to the installation, Salt River Project shall remove 53,900 feet of conductor, fifty wooden poles, eleven overhead transformers, sixteen down guys and one transformer.

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:	\$1,466,000
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>
411.3310.0.6517.10T478	GO Bonds	McQueen (Queen Creek to Riggs)	FY09/10	\$1,182,091
415.3310.0.6517.10T478	Impact Fees	McQueen (Queen Creek to Riggs)	FY09/10	\$ 283,909

PROPOSED MOTION: Move that Council award a design and construction contract to Salt River Project for electrical relocations to accommodate the McQueen Road Improvements from Queen Creek Road to Riggs Road, Project No. ST0810-302, in an amount not to exceed \$1,466,000 and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Location Map, Contract

APPROVALS

11. Requesting Department



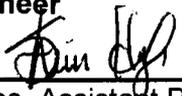
Daniel W. Cook, Deputy Public Works Director

13. Department Head



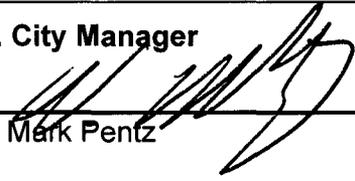
R.J. Zeder, Public Works Director

12. City Engineer



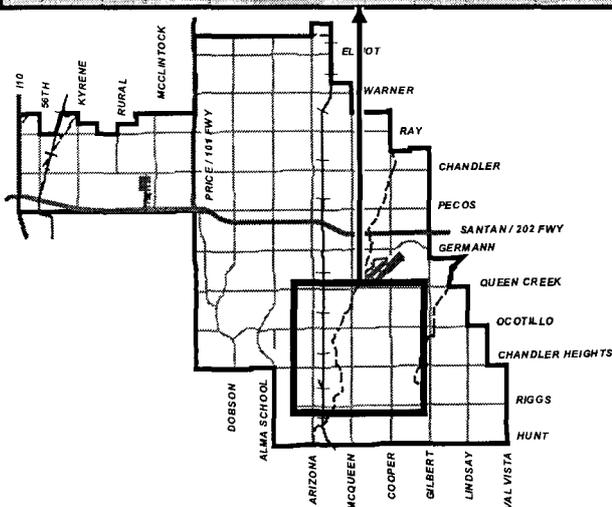
Sheina Hughes, Assistant Public Works
Director/City Engineer

14. City Manager



W. Mark Pentz

MCQUEEN ROAD DISTRIBUTION RELOCATIONS



PROJECT NO. ST0810-302

MEMO NO. CA10-009

— PROJECT LOCATION





DESIGN SERVICES CONTRACT (Municipal Distribution)

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

Customer Improvements Fax 602.220-1164
Cost Center: 82520

Date **July 14, 2009**

To: City of Chandler
Planning and Development
ATTN: Lori Greco
215 E. Buffalo St. Suite 104
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 design of electrical facilities for the following City project (Project):

Project Name: MCQUEEN RD IMPROVEMENTS
Location: RIGGS ROAD TO QUEEN CREEK ROAD
Customer Job # ST 0810-201
Job Order Number: KE2-2799/JE2-456, KE2-2800/JE2-457/KEL-138, KE2-2801/JE2-458/KEL-139, KE6-398/JE6-347/KEL-136, KE2-2798/JE2-455/KEL-137, HCP-3990

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.

City understands that SRP will not begin design until City signs and returns this Contract. Upon receipt of the signed Contract, SRP will commence design and defer collecting any design fees or costs until the parties execute a contract for construction of the Project.

Upon completion of the job design, SRP shall provide to the City a set of design drawings and a contract for construction of the Project. If City desires SRP to proceed with construction of the Project in accordance with the design drawings, City shall execute and return the construction contract and pay SRP the specified fees for construction of the Project. City acknowledges and agrees that the fees payable under the construction contract will include the design fees and costs incurred by SRP under this Contract. If City cancels the Project at any time, or if City fails to execute a contract with SRP for construction of the Project within 120 days after SRP delivers design drawings for the Project to City, City agrees to reimburse SRP for the design fees and costs incurred by SRP under this Contract.

For informational purposes only, the following conceptual Project estimate is provided to the City. This conceptual estimate is non-binding.

Conceptual Job Estimate:

Job #	Scope	Total \$
KE2-2799	Convert 4235' of feeder. Install 3 feeder risers, 2 pull boxes, 12 switching enclosure, 7 transformers, 3 pulling enclosures, 1 fusing enclosure. One manhole supplied by SRP for contractor to install.	\$443,000

	<p>Remove 1-3 phase riser, 1 single phase riser, 2 service risers, 4 feeder risers, and one secondary riser. Install 22125' of feeder conductor. Remove 8975' of feeder conductor. City of Chandler to provide trench and conduit.</p> <p>Location: McQueen Rd – Queen Creek Rd to Appleby Rd Queen Creek Rd - McQueen Rd to Airport Blvd</p>	
JE2-456	<p>Remove 20 wood poles and attachments. Remove 12705' of overhead feeder, and 120' of overhead primary. Transfer 2175' of feeder, 315' of primary and 830' neutral wire to deadend poles. Remove 4275' of neutral wire. Construct 2 wood poles class one poles as part of conversion. Reframe 4 poles as deadends. Install 3 down guys at deadend poles. Remove 4 overhead transformer, one 2-pot transformer bank, 2 switches and one capacitor bank.</p> <p>Location: McQueen Rd – Queen Creek Rd to Appleby Rd Queen Creek Rd - McQueen Rd to Airport Blvd</p>	\$105,000
KE2-2800	<p>Convert 4730' of overhead feeder. Install 2 switching enclosures, 1 manhole (SRP provided, contractor to install), 3 pulling enclosures, 1 three phase transformer, 1 single phase transformers, and 1 feeder riser. Remove 3 feeder risers. Install 9675' of feeder conductor and remove 2025' of feeder conductor. Remove one buried pull box and install one flush mounted pull box.</p> <p>City of Chandler to provide all trench and conduit. Location: McQueen Rd- Appleby Rd to Ocotillo Rd</p>	\$176,000
JE2-457	<p>This cost is for the removal of 7560' of feeder and 2520' of neutral. Remove 9 poles and attachments. Remove one capacitor bank, one 3-pot transformer bank, one single phase transformer and one overhead switch. Remove 2 down guys.</p> <p>Location: McQueen Rd- Appleby Rd to Ocotillo Rd</p>	\$41,000
KEL-138	<p>City of Chandler to provide trench and conduit. City of Chandler to install 44 new streetlights and remove 2 streetlights. SRP will provide j-boxes and ground rods for City of Chandler to install. SRP will energize 44 streetlights. SRP to excavate at two locations to tie to existing underground facilities.</p> <p>Location: McQueen Rd- Queen Creek Rd to Ocotillo Rd</p>	\$22,000
KE2-2801	<p>Convert 1335' of overhead feeder. Install 6 switching enclosures, 2 fusing enclosures, 2 single phase transformers, 1 single phase riser, 1 2-phase riser, and one pulling enclosure. Remove 5 feeder risers. Install 10000' underground conductor. Remove 5420' underground conductor.</p> <p>Location: McQueen Rd- Ocotillo Rd to Chandler Heights</p>	\$193,000
JE2-458	<p>This cost is for the removal 4005' overhead feeder and 1335' neutral wire. Remove 140' of primary conductor and transfer 385' of primary conductor. Remove 11 poles and attachments. Install 2 pole and attachments.</p> <p>Location: McQueen Rd- Ocotillo Rd to Chandler Heights</p>	\$37,000
KEL-139	<p>City of Chandler to provide trench and conduit. City of Chandler to install 25 new streetlights and remove 7 streetlights. SRP will provide j-boxes and ground rods for City of Chandler to install. SRP will energize 25 streetlights.</p>	\$22,000

	<p>SRP will de-energize 7 streetlights, remove 6 flush mounted j-boxes and streetlight conductor. SRP to excavate at six locations to tie to existing underground facilities.</p> <p>Location: McQueen Rd- Ocotillo Rd to Chandler Heights</p>	
KE6-398	<p>Remove 4 single phase risers, one three phase transformer and one buried pull box. Install 3 single phase riser, one three phase transformer, and one pull box. SRP will excavate at 7 locations to tie to existing underground facilities. Remove 3025' of primary conductor. Construct 2680' of primary conductor. Remove 3750' feeder conductor. Install 4050' of feeder conductor.</p> <p>City of Chandler to provide all trench and conduit.</p> <p>Location: McQueen Rd- Chandler Heights to Riggs Rd</p>	\$120,000
JE6-347	<p>Remove 4 wood poles w/ attachments, 2 overhead transformers and one service. Install 3 wood poles with attachments, one overhead transformer. Transfer 2 overhead service wires. Transfer 670 of primary conductor and neutral wire.</p> <p>Location: McQueen Rd- Chandler Heights to Riggs Rd</p>	\$35,000
KEL-136	<p>City of Chandler to provide trench and conduit. City of Chandler to install 29 new streetlights and remove 3 streetlights. SRP will provide j-boxes and ground rods for City of Chandler to install. SRP will energize 29 streetlights and disconnect 3 streetlights from SRP system. SRP will remove 3 flush mounted j-boxes. SRP to excavate at 4 locations to tie to existing underground facilities.</p> <p>Location: McQueen Rd- Chandler Heights to Riggs Rd</p>	\$28,000
KE2-2798	<p>Convert 1500' overhead feeder. Install 2 switching enclosures, 2 pulling enclosures, and one feeder riser. Remove 1 feeder riser. Install 6000' underground feeder conductor.</p> <p>City of Chandler to provide all trench and conduit.</p> <p>Location: Queen Creek Rd – McQueen Rd to Adams Ave</p>	\$84,000
JE2-455	<p>Remove 4500' of feeder, 1500' neutral wire, remove 6 poles and attachments, and install 1 pole and attachments. Transfer 750' overhead feeder. Install one down guy at deadend pole</p> <p>Location: Queen Creek Rd – McQueen Rd to Adams Ave</p>	\$46,000
KEL-137	<p>City of Chandler to provide trench and conduit. City of Chandler to install 10 new streetlights. SRP will provide j-boxes and ground rods for City of Chandler to install. SRP will energize 10 streetlights.</p> <p>Location: Queen Creek Rd – McQueen Rd to Adams Ave</p>	\$10,000
HCP-3990	<p>Brace 2 poles. Place 6 sets of airgaps. Install 5 wood poles. Install 3000 feet of feeder wire and 1000 feet of neutral wire. Remove 5475 feet of feeder wire and 1825 feet of neutral wire. Remove 435 feet primary wire and 145 feet of neutral wire. Install 4 down guys. Reframe 3 poles. Install new framing on 4 poles. Remove 7 wood poles. Remove 4 down guys. Transfer 3 pot bank to new pole. Transfer 3-wire service to new pole.</p> <p>Location: McQueen Rd – @ Consolidated Canal Queen Creek Rd - @ Consolidated Canal</p>	\$104,000
TOTAL		\$1,466,000

SRP shall not be required to perform inspections or begin any construction or installation work on the Project until City (i) approves and returns the signed construction services contract that will be provided upon completion of this design services contract, (ii) accepts the completed design drawings by signing them, (iii) pays SRP the specified fees for construction of the Project, (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 before SRP will begin any construction or installation work under this Contract. 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 design 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: _____

Ward A. Garrison, PACE DISTRIBUTION
SUPERVISOR, SRP Date
602.236.0873__

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 City 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.