

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATIONS**

CC: 9C
Amend No. _____

Date prepared: March 19, 2009

Council Meeting Date: May 5, 2009

TO: Carl Swenson, City Manager

THROUGH: Susan J. Daluddung, Deputy City Manager *SJD*

FROM: Andrew Granger, P. E., Engineering Director *AG*

THROUGH: Dan Nissen, P. E., Assistant City Engineer

PREPARED BY: Ben Wilson, P. E., Civil Engineer *BW*

SUBJECT: Design and Construction Services Contract with Salt River Project for the design and construction of electrical facilities for the Olive Avenue and Loop 101 Traffic Interchange Widening Project (Solicitation No. P05-0064, Engineering Project No. P-0607, SRP Job Order No. KJ6-259 and KJL-190)

RECOMMENDATION:

Discussion and possible action to approve and authorize the City Manager to execute the Design and Construction Services Contract with Salt River Project for the relocation of electrical switches and streetlight work along Olive Avenue in the estimated amount of \$200,000.

SUMMARY:

This project is a joint participation with the City of Peoria (City) and the Arizona Department of Transportation (ADOT) for the Olive Avenue and Loop 101 Traffic Interchange (TI) widening. The widening will include three through lanes, right-turn lanes, and dual left-turn lanes in each direction. ADOT is the lead agency and will conduct all design, construction and construction administration for the project. The City is responsible to complete a number of tasks prior to construction of the project by ADOT, which include:

CITY CLERK USE ONLY:

- Consent Agenda
- Carry Over to Date: _____
- Approved
- Unfinished Business (Date heard previous: _____)
- New Business
- Public Hearing: No Action Taken

ORD. # _____ RES. # _____
LCON# 03109 LIC. # _____
Action Date: _____

Council Communication
Olive Avenue & Loop 101 TI Widening Project
SRP Design and Construction Services Contract
May 5, 2009
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- Prepare a noise study along Olive Avenue,
- Build noise walls,
- Acquire easements and rights-of-way,
- Relocate the Olive Commerce Park commercial sign,
- Relocate all conflicting utilities, and
- Relocate landscape irrigation meters and valves.

As part of the utility company relocation effort, Salt River Project (SRP) has identified conflicts with two pad mounted switches, 8,000 feet of existing cable, and streetlights. SRP submitted a Design and Construction Contract in the estimated amount of \$200,000 for the relocations and improvements.

Staff is recommending that Council approve and authorize the City Manager to execute the SRP Design and Construction Contract.

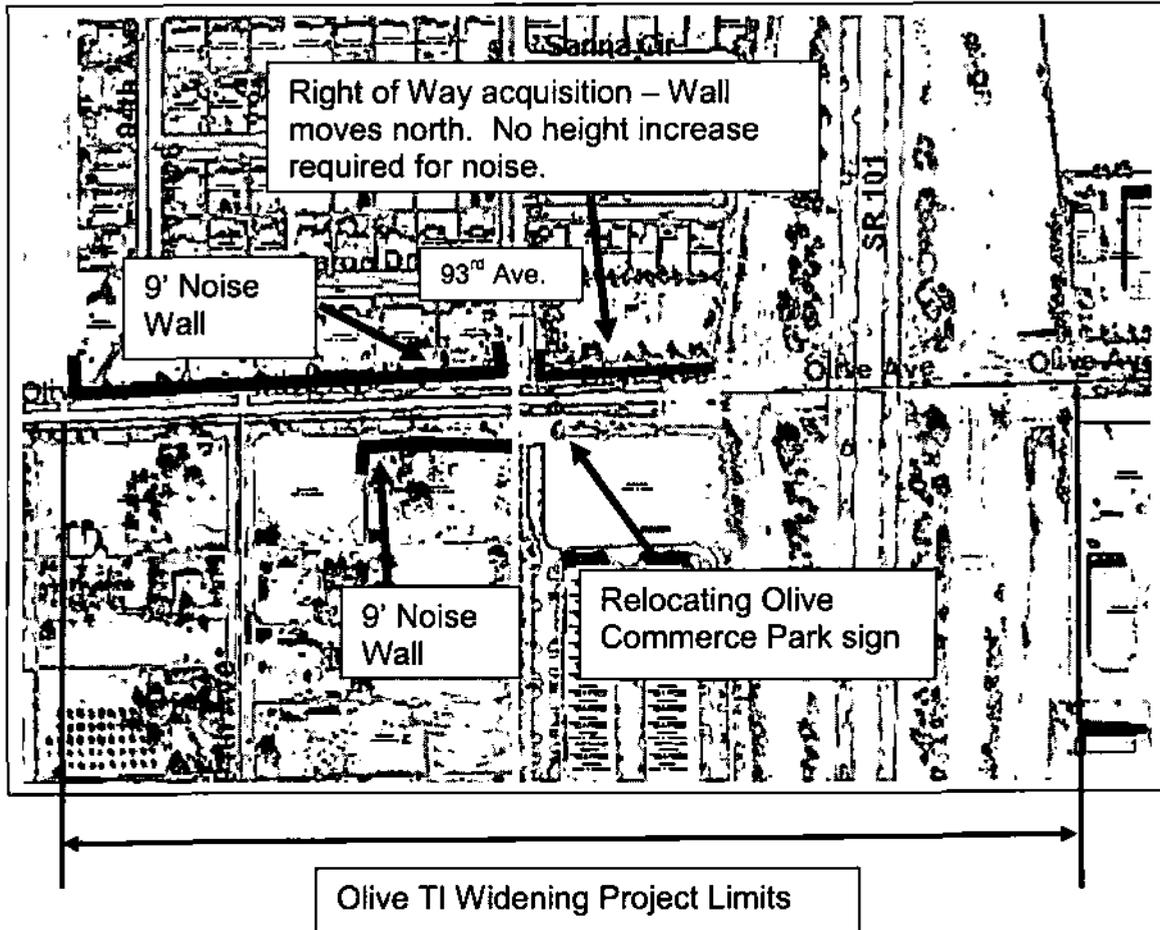
FISCAL NOTE:

Payment will be from the Olive Avenue and Loop 101 TI Widening Improvement Project, Proposed GO Bonds, Street System Account 4210-4210-543001-CIPST-EN00219.

ATTACHMENT:

1. Location Map
2. SRP Design and Construction Services Contract

Attachment 1: Location Map





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

SRP COPY PLEASE SIGN AND RETURN

Date **04/16/09**

To: **City of Peoria**
9875 N. 85th Avenue
Peoria, AZ 85345

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 the **City of Peoria**, 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: Olive Ave Widening: Loop 101
Location: Olive Ave west of Loop 101
Job Order Number: KJ6-259 & KJL-190

Customer Job # P-0607

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: \$200,000.00
The Charges are for relocating two pad mounted switches, pulling out approximately 7500 feet of cable and installing approximately 8000 feet of cable. Also this estimate includes trenching, conduit, splices, and barricading.
SRP will also be re-feeding seven streetlights that are owned by the City of Peoria. This would include J-box removal and install, conduit, wire, and transformer relocation.

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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: _____

Mariann Ward,
Customer Improvement Manager Date
602.236.6389__

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.
16. In the performance of this agreement, the parties shall abide by and conform to any and all applicable laws of the United States and the State of Arizona, including, but not limited to, all laws pertaining to immigration and worker eligibility requirements.