



C-11058
08/10/2016

File: 1500705

CITY CLEAR
ORIGINAL

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 Glendale, 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 Olive Ave & 59th Ave Intersection Improvement ("Project") located at Olive Ave & 59th Ave, AND;

WHEREAS, the scope of work and estimated cost, which is \$19,100.00 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 commence 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 Glendale
Mr. David Beard
5850 W Glendale Ave
Glendale, AZ 85301
 - 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
Robert M. Padilla
 Robert M. Padilla
 Manager, Customer Projects

6-28-16
 Date Signed

“City”
 City of Glendale, an Arizona
 municipal corporation

David D. Beaul
 City Representative

CITY ENGINEER
 Title of Representative

8/10/2016
 Date Signed

ATTEST:

J. Brown
 City Clerk

Approved as to form

[Signature]
 City Attorney



EXHIBIT A
SRP Engineering Cost Estimate Summary

J. O. Number: 1500705

Customer: City of Glendale

Project Title: Olive Ave & 59th Ave Intersection Improv

Estimate Date: 6/28/2016

Estimate Valid To: 9/26/2016

Location: Olive Ave & 59th Ave

Job Scope: 550 feet of RGRCP

<i>Activity</i>	<i>Hours</i>	<i>Cost</i>
Pre-Design	32	\$3,370
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	115	\$12,870
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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Pre-Construction	26	\$2,860
Estimating		
Construction proposal coordination / preparation		
Administration		

	<i>Hours</i>	<i>Cost</i>
Total	173	\$19,100

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

Less Previous Payment	\$0
BALANCE	\$19,100