



**PURCHASING ITEM
FOR
COUNCIL AGENDA
CA12-211**

1. Agenda Item Number:

22

2. Council Meeting Date:
June 14, 2012

TO: MAYOR & COUNCIL

3. Date Prepared: May 25, 2012

THROUGH: CITY MANAGER

4. Requesting Department: Transportation & Development

5. SUBJECT: Award an increase in the design and construction contract to Salt River Project for electrical relocations to accommodate Gilbert Road (Queen Creek Road to Ocotillo Road) Project, Project No. ST0809-302, in the amount of \$233,796.28, for a new contract total amount not to exceed \$884,413.28.

6. RECOMMENDATION: Staff recommends that Council award an increase in the design and construction contract to Salt River Project for electrical relocations to accommodate Gilbert Road (Queen Creek Road to Ocotillo Road) Project, Project No. ST0809-302, in the amount of \$233,796.28, for a new contract total amount not to exceed \$884,413.28.

7. BACKGROUND/DISCUSSION: To accommodate the roadway project, Salt River Project must install twenty eight pad mounted enclosures, relocate 26,403 feet of feeder conductor, 9398 feet of primary conductor, construct five underground risers, remove eleven underground risers, energize 47 new street lights, and removal aerial conductor from along Gilbert Road from Markwood Drive to the south side of Ocotillo Road. These numbers are greater than the contracts that were originally approved by Council on May 26, 2011. The changes are as follows:

	Previous Council Approval	Increase	Contract Award
Overhead Removals	\$ 74,355	\$ 66,794.89	\$141,149.89
Equipment Relocations	\$523,165	\$145,075.01	\$668,240.01
Streetlight Relocations	<u>\$ 53,097</u>	<u>\$ 21,926.38</u>	<u>\$ 75,023.38</u>
	\$650,617	\$233,796.28	\$884,413.28

Gilbert Road from Queen Creek Road to Hunt Highway is a major arterial corridor that carries high volumes of traffic between the Santan Freeway and southeast Chandler. This project will improve the one-mile segment to a full six-lane arterial section from Queen Creek Road to approximately 1,000 feet south of Ocotillo Road with the landscaped medians, bike lanes, curb and gutters, sidewalk, right and left turn lanes, bus pullouts, and extensive water, reclaimed water, and sewer infill work. Improvements to Ocotillo Road include widening the existing road to four lanes with landscaped medians from Norman Way on the west to 138th Street on the east.

The original intent of this project was to design and construct the entire scope from Queen Creek Road to Hunt Highway. Due to past budget constraints, the project was put on hold at 60% design until additional funding could be secured. During this period it was decided to split the project, design, and construction into one-mile segments or phases. Entellus was asked to reallocate funds remaining in the contract and concentrate on Phase I, Queen Creek Road to Ocotillo Road. This design has been completed and construction was started in early December. The construction Guaranteed Maximum Price (GMP) for Phase I was negotiated well within the construction budget, so staff was asked to work with the contractor and designer to evaluate the possibility of designing and constructing an additional one-half mile of Ocotillo Road. This, too, was estimated to be well within both construction and design budgets. The designer was instructed to develop plans within current design budget. This portion of Ocotillo Road, Phase 1A, will be constructed toward the end of Phase 1 in November 2012. Phase 2 plans are currently at 95% design. Upon Council approval of Contract Amendment No.3, Entellus will be given instructions to complete the design of Gilbert Road south to Wood Drive, a quarter mile south of Chandler Heights and to include final design down to Hunt Highway, now designated as Phases 3 and 4.

8. EVALUATION PROCESS: Salt River Project will be self-performing the associated work. Salt River Project has prior rights; the City is required to reimburse Salt River Project for all associated costs to relocate their system.

9. FINANCIAL IMPLICATIONS:

Cost:

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>
415.3310.6517.6ST596.0	Impact Fees	Gilbert Rd (Queen Creek to Hunt)	Yes	\$233,796.28

10. PROPOSED MOTION: Move that Council award an increase in the design and construction contract to Salt River Project for electrical relocations to accommodate Gilbert Road (Queen Creek Road to Ocotillo Road) Project, Project No. ST0809-302, in the amount of \$233,796.28, for a new contract total amount not to exceed \$884,413.28.

ATTACHMENTS: Location Map, Contract

APPROVALS

11. Requesting Department



Daniel W. Cook, Transportation Manager

12. Department Head



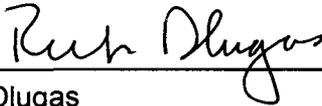
R.J. Zeder, Transportation & Development Director

13. City Engineer



Sheina Hughes, City Engineer

14. City Manager



Rich Dlugas



Construction Services Contract (Municipal Distribution)

CUSTOMER IMPROVEMENTS
XCT 341
P.O. Box 52025
Phoenix, AZ 85072-2025

SRP Contact: Consuelo Velazquez-Daniel
Contact Phone: (602) 236-0894
Contact Fax: (602) 236-0875
Date: 05/25/2012

ATTN: STEVE DIDOMENICO
CITY OF CHANDLER
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 construction of electrical facilities for the following City project (Project):

Job Name:	GILBERT RD PH1, Q/CRK-OCOTILLO		
SRP Job #:	KE202811	SRP Work Order #:	81047187
Customer Job #:	ST0809-401		
Location:	GILBERT RD, CHANDLER		

City 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:

Description	Amount	Survey	Trench, Conduit
CIAC fee:	\$668,240.01	CUSTOMER	CUSTOMER
Scope:	CITY OF CHANDLER TO PROVIDE ALL TRENCH, CONDUIT AND CONSTRUCTION SURVEY. COST TO INSTALL 28 PAD MOUNTED ENCLOSURES AND 26403' OF FEEDER CONDUCTOR. 9398' PRIMARY CONDUCTOR. CONSTRUCT 5 UNDERGROUND RISERS AND REMOVE 11 UNDERGROUND RISERS.		

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.



**Construction Services Contract (Municipal Distribution)
(Continued)**

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.

**Customer's
Legal Business
Signature:** _____

Company Name: _____

Printed Name: _____ **Title:** _____

Address: _____ **Phone:** _____

_____ **Date:** _____

**SRP Authorized
Signature:** _____ **Phone:** _____

Printed Name: _____ **Date:** _____

Chris Reynoso

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. 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. 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 this Term and Condition.
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, and/or errors in staking, trenching, or survey when such work is performed by CITY or a contractor retained by CITY.
11. 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.



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

12. 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.
13. 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.
14. 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.



Construction Services Contract (Municipal Distribution)

CUSTOMER IMPROVEMENTS
XCT 341
P.O. Box 52025
Phoenix, AZ 85072-2025

SRP Contact: Consuelo Velazquez-Daniel
Contact Phone: (602) 236-0894
Contact Fax: (602) 236-0875
Date: 05/25/2012

ATTN: STEVE DIDOMENICO
CITY OF CHANDLER
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 construction of electrical facilities for the following City project (Project):

Job Name:	GILBERT RD PH1, Q/CRK-OCOTILLO ST/LT		
SRP Job #:	KEL00180	SRP Work Order #:	81047233
Customer Job #:	ST0809-401		
Location:	GILBERT RD, CHANDLER		

City 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:

Description	Amount	Survey	Trench, Conduit
CIAC fee:	\$75,023.38	CUSTOMER	CUSTOMER
Scope:	CITY OF CHANDLER TO PROVIDE ALL TRENCH AND CONDUIT SRP TO PULL 8896' OF ST/LT WIRE AND ENERGIZE 47 NEW STREETLIGHTS. CITY OF CHANDLER TO REMOVE 3 STREETLIGHTS, SRP TO REMOVE 454' STREETLIGHT CONDUCTOR. CITY OF CHANDLER TO PROVIDE ALL CONSTRUCTION SURVEY.		

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.



**Construction Services Contract (Municipal Distribution)
(Continued)**

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.

**Customer's
Legal Business
Signature:** _____

Company Name: _____

Printed Name: _____ **Title:** _____

Address: _____ **Phone:** _____

_____ **Date:** _____

**SRP Authorized
Signature:** _____ **Phone:** _____

Printed Name: _____ **Date:** _____
Chris Reynoso

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. 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. 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 this Term and Condition.
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, and/or errors in staking, trenching, or survey when such work is performed by CITY or a contractor retained by CITY.
11. 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.



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

12. 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.
13. 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.
14. 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.



Construction Services Contract (Municipal Distribution)

CUSTOMER IMPROVEMENTS
XCT 341
P.O. Box 52025
Phoenix, AZ 85072-2025

SRP Contact: Consuelo Velazquez-Daniel
Contact Phone: (602) 236-0894
Contact Fax: (602) 236-0875
Date: 05/25/2012

ATTN: STEVE DIDOMENICO
CITY OF CHANDLER
215 E BUFFALO ST SUITE 104
CHANDLER, AZ 85225

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Job Name:	GILBERT RD PH1 OH REMOVAL		
SRP Job #:	JE200468	SRP Work Order #:	81047210
Customer Job #:	ST0809-401		
Location:	GILBERT RD:QUEEN CREEK RD TO EASTERN CANAL		

City 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:

Description	Amount	Survey	Trench, Conduit
CIAC fee:	\$141,149.89	SRP	N/A
Scope:	CONSTRUCTION ESTIMATE REMOVE EXISTING OVERHEAD AND ATTACHMENTS ALONG GILBERT RD FROM MARKWOOD DRIVE TO RWCD CANAL (SOUTH OF OCOTILLO RD). FROM STA:434+00 TO STA:492+00.		

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.



**Construction Services Contract (Municipal Distribution)
(Continued)**

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.

**Customer's
Legal Business
Signature:** _____

Company Name: _____

Printed Name: _____ **Title:** _____

Address: _____ **Phone:** _____

_____ **Date:** _____

**SRP Authorized
Signature:** _____ **Phone:** _____

Printed Name: _____ **Date:** _____

Chris Reynoso

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. The Rules and Regulations can be found at <http://www.srpnet.com> and are on file at the principal offices of SRP.
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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.
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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. 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 this Term and Condition.
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, and/or errors in staking, trenching, or survey when such work is performed by CITY or a contractor retained by CITY.
11. 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.



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

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13. 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.
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