



MEMORANDUM Transportation & Development Dept. – Memo No. TDA16-019

DATE: MARCH 31, 2016

TO: MAYOR AND COUNCIL

THRU: MARSHA REED, ACTING CITY MANAGER *MR*
NACHIE MARQUEZ, ASSISTANT CITY MANAGER *NM*
R.J. ZEDER, TRANSPORTATION & DEVELOPMENT DIRECTOR *RJ*

FROM: MARGARET COULTER, REGULATORY AFFAIRS MANAGER *mc*

SUBJECT: RESOLUTION NO. 4934 AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CHANDLER AND SALT RIVER PROJECT (SRP) FOR THE USE OF CITY PROPERTY IN CONNECTION WITH THE OPERATION OF A WIRELESS NETWORK

RECOMMENDATION: Staff recommends City Council pass and adopt Resolution No. 4934 authorizing an Agreement between the City of Chandler and Salt River Project (SRP) for the use of City property in connection with the operation of a wireless network, and authorizing the City Manager or a designee to execute other implementing documents as needed to give effect to the terms and conditions of the Use Agreement, and to otherwise take such action as may be required to enforce and administer the Use Agreement in accordance with its provision.

BACKGROUND: SRP is in the process of upgrading their communication system in order to improve the reliability of reading electric meters by a wireless (WIFI) method. This “Smart Grid Modernization Project” involves installing routers throughout Central Arizona of which approximately 42 are requested to be placed on City-owned street light poles.

On October 12, 2014, the City’s Director of Transportation & Development used his administrative authority to sign a Request for Commencement of Construction Letter (Attachment C) that allowed the issuance of encroachment permits for SRP to begin the installation of the routers while compensation for the use of the City Property was negotiated between the City and SRP. At this time, the parties have agreed that during the initial 10-year term of the Agreement, in-lieu of an annual fee or rental payment for the use of the poles, SRP will instead deliver an in-kind project for the installation of new streetlights on Germann Road from Arizona Avenue to Airport Boulevard (1.5 miles) as detailed in Attachment B. Compensation for the use of the poles for any term-renewals will be based on the City of Chandler Wireless Communication Facilities (WCF) in the Right-of Way fee schedule that is in place at the time of the renewal. Other terms for the use of City Property are detailed in the Agreement (Attachment A).

FINANCIAL IMPLICATIONS: In-lieu of an annual fee or rental payment to the City for the first term of the Agreement, SRP will deliver an in-kind project for the installation of new streetlights on Germann Road, from Arizona Avenue to Airport Boulevard (1.5 mile), which has the value of \$635,413.

PROPOSED MOTION: Move City Council pass and adopt Resolution No. 4934 authorizing an Agreement between the City of Chandler and Salt River Project (SRP) for the use of City property in connection with the operation of a wireless network, and authorizing the City Manager or a designee to execute other implementing documents as needed to give effect to the terms and conditions of the Use Agreement, and to otherwise take such action as may be required to enforce and administer the Use Agreement in accordance with its provision.

Attachments: Resolution No. 4934
Attachment B-Plans for Streetlight Upgrade-Germann Road Project ST1501.201
Attachment C- Request for Commencement of Construction Letter

RESOLUTION NO. 4934

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE CITY OF CHANDLER AND SALT RIVER PROJECT FOR THE USE OF CITY PROPERTY IN CONNECTION WITH THE OPERATION OF A WIRELESS NETWORK.

WHEREAS, SRP intends to operate a wireless grid to communicate with electric meters it has installed or will install for delivery of electricity to locations in Chandler, Arizona (the “Wireless Network”); and

WHEREAS, SRP desires to place, operate and maintain certain routers and related equipment (“Equipment”) used in the operation of the Wireless Network upon certain designated City-owned streetlight poles within the public right-of-way of Chandler, Arizona ; and

WHEREAS, as consideration to the City for the use of the designated streetlight poles, SRP will install or cause to be installed at its expense certain streetlight poles required for the City’s Germann Road Streetlight Project No. ST1510.201; and

WHEREAS, City is willing to license the use of the designated streetlight poles for the placement, operation and maintenance of Equipment needed for the Wireless Network; and

WHEREAS, City and SRP have negotiated an agreement for such purposes (the “Use Agreement”);

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. The Chandler City Council does authorize and approve the Use Agreement, which shall be substantially in the form attached hereto as Exhibit A.

Section 2. City is authorized to administer the Use Agreement in accordance with its terms.

Section 3. The Mayor of the City of Chandler, Arizona, is authorized to execute the Use Agreement on behalf of the City.

Section 4. The Chandler City Manager or a designee is authorized to execute other implementing documents as needed to give effect to the terms and conditions of the Use Agreement, and to otherwise take such action as may be required to enforce and administer the Use Agreement in accordance with its provision.

PASSED AND ADOPTED by the City Council this _____ day of _____, 2016.

ATTEST:

CITY CLERK

MAYOR

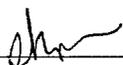
CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4934 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2016, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



**AGREEMENT BETWEEN THE CITY OF CHANDLER AND SALT RIVER PROJECT
FOR THE USE OF CITY PROPERTY IN CONNECTION WITH THE OPERATION OF
A WIRELESS NETWORK**

This Agreement is made and entered into by and between the City of Chandler, an Arizona municipal corporation (“City”), and Salt River Project Agricultural Improvement and Power District, an agricultural district organized and existing under the laws of the State of Arizona (“SRP”). City and SRP may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

SRP intends to operate a wireless grid to communicate with electric meters it has installed in locations in Chandler, Arizona, where it delivers electricity (“Wireless Network”).

SRP desires to install, place, operate and maintain certain equipment (“Equipment”) used in the operation its Wireless Network on certain City-owned property in the public right-of-way (“ROW”).

SRP will agree to comply with City’s ROW use requirements.

SRP will agree to provide and maintain accurate maps showing the location of all its facilities in Chandler, Arizona, and the Equipment it will use in the ROW located in Chandler, Arizona, and to comply with any other City mapping requirements.

AGREEMENT

1. Definitions and Exhibits.

1.1. Definitions. For the purposes of this Agreement and all Exhibits attached hereto, the following terms, phrases, words and derivations shall have the meaning given herein.

(a) *Agreement* means this Agreement for the Use of City Property in Connection with the Operation of a Wireless Network.

(b) *Contractor* means a person contracted by SRP, not an SRP employee, to perform some or all of the work identified in subsection 3.1 of this Agreement.

(c) *Day* means calendar day.

(d) *Encroachment Permit* means a permit issued and described in accordance with Chapter 46 of the Chandler City Code, which is used to regulate, monitor and control improvement, construction or excavation activities, or other work or activity, occurring upon or otherwise affecting the City ROW.

(e) *Equipment* means the items described in attached Exhibit D.

(f) *License* means that license granted by this Agreement as described in Section 2 below.

(g) *Municipal Facilities* means the City-owned streetlight poles and streetlight fixtures, and other City-owned property located within the ROW that is designated or approved by City as suitable for placement of Equipment.

(h) *Person* means any individual, sole proprietorship, partnership, association, corporation, or other legal entity or form of organization.

(i) *ROW* means the surface of and the space above and below the public roads, streets and alley rights-of-way, and public utility easements or other public ways of any type whatsoever, now or hereafter located and existing within the city limits of Chandler, Arizona, whether or not improved.

(j) *Streetlight fixtures* means the streetlight brackets, luminaries and lamps, photo electric controls, external ballasts and other support elements attached, now or hereafter, to City-owned streetlight poles located within the ROW.

(k) *Streetlight pole* means a pole structure, located within the ROW, which supports streetlight fixtures used for the lighting of ROW.

(l) *Telecommunications* means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received. The term does not include commercial mobile radio services, pay phone services, interstate services or cable services.

(m) *Telecommunications services* means the offering of telecommunications for a fee directly to the public or to such users as to be effectively available directly to the public, regardless of the facilities used.

(n) *Wireless Network* means a wireless grid used by SRP to communicate with electric meters it has installed in locations where it delivers electricity.

(o) *Work* means work performed to construct or install Equipment at any of the locations identified in attached Exhibit A in accordance with the requirements of this Agreement.

1.2. Exhibits. In addition to all applicable laws, regulations, rules, resolutions and ordinances, including the City's Charter and City Code, the following numbered documents, which are occasionally referred to in this Agreement, are formally incorporated and made part of this Agreement by this reference:

(a) Exhibit A: Wireless Network Installation Locations.

- (b) Exhibit B: [INTENTIONALLY OMITTED]
- (c) Exhibit C: Minimum Limits of Insurance for Contractors.
- (d) Exhibit D: Technical Specifications of Equipment.

In the event of any conflict or ambiguity between this Agreement, including the above-referenced exhibits (the “Exhibits”), and any other agreement between City and SRP, this Agreement, together with the Exhibits, shall govern and prevail concerning the attachment of routers to City streetlights poles.

2. License Granted and Terms.

2.1. Scope. City grants to SRP a nonexclusive license to use the Municipal Facilities identified in Exhibit A to attach, install, operate, maintain, upgrade, remove, reattach, reinstall, relocate and replace the Equipment that may be required to operate the Wireless Network (the “License”). This grant is subject to the terms, conditions and other provisions set forth in this Agreement; to applicable provisions of the City Charter and/or City Code, and any future amendments thereto; and all applicable laws and reasonable regulations of any regulatory agency having competent jurisdiction.

2.2. Use of City Property. The License allows SRP to access, occupy and use available space on each of the streetlight poles identified in Exhibit A solely to attach, install, operate, maintain, upgrade, remove, reattach, reinstall, relocate and replace a wireless router, as identified in Exhibit D, for the purpose of SRP operating its Wireless Network.

2.3. Master Plan. No wireless router or other Equipment may be attached to any of the Municipal Facilities unless and until SRP has submitted to City a wireless communication’s master plan that specifies or shows the location of the Equipment for City review and approval. City review and approval shall be limited to Equipment located within the ROW or attached to the Municipal Facilities.

2.4. Power Source. SRP will have the right to draw electricity for the operation of the Equipment from the power source associated with the Municipal Facilities, provided that such electrical connections shall not interfere with the City’s use of the Municipal Facilities.

2.5. Limitations on Use. The License does not authorize SRP to:

(a) Access, occupy or use Municipal Facilities for any other purpose, including without limitation, for the operation of any personal wireless service, personal wireless service facility, or for wireless telecommunications equipment for cable television signals or for the distribution of video programming directly to subscribers to a cable system as defined in the Federal Cable Act;

(b) Access, occupy or use any streetlight poles other than those designated by City as Municipal Facilities per attached Exhibit A;

(c) Access, occupy or use of any poles, improvements or structures of any kind, whether within or without the City ROW, other than the items identified as Municipal Facilities per attached Exhibit A;

(d) Enter upon public property and attach, install, operate, maintain, upgrade, remove, reattach, reinstall, relocate, and/or replace any router or other item of Equipment in or on poles or other structures not owned by City and located within the ROW; and

(e) Install or operate any telecommunication services utilizing ROW in the City of Chandler, Arizona.

3. **Additional Conditions.**

3.1. Equipment Locations. SRP or its designee shall submit plans and specifications for City review and approval, if required, and, if applicable, pay all applicable review and inspection fees prior to performing or having performed any work to construct or install Equipment at any of the locations identified in attached Exhibit A. If SRP desires to change or add to the Equipment locations identified in Exhibit A, SRP will submit a proposed amendment to Exhibit A indicating the additional Municipal Facilities that it wishes to use. Approval of the additional locations will be subject to approval by City's Director of Transportation & Development and Exhibit A will be revised accordingly. SRP will keep accurate records of the location of all Equipment located on Municipal Facilities and will furnish such records to City upon City's request.

3.2. Damage to City Property. If SRP damages or disturbs the surface or subsurface of any ROW or adjoining property, streetlight pole, streetlight fixture or other public improvement, in the exercise of the rights granted through this Agreement, SRP will promptly, at its own expense, and in a manner acceptable to City, repair the damage or disturbance.

3.3. Public Emergency. In the event of an emergency that poses an immediate threat to public health, safety or welfare, City shall have the right, upon reasonable notice to SRP if practicable under the circumstances, to sever, disrupt, or detach any Equipment. City shall, where reasonable, work with SRP in responding to the emergency. Twenty-four (24) hour telephone notice will be considered reasonable in the event of an emergency.

3.4. Streetlight Replacement; Power Source Repair. If a Municipal Facility needs replacement or repair due to a traffic accident or deterioration, SRP shall cooperate with City to temporarily relocate its Equipment if necessary, and to allow about three (3) weeks replacement time or as otherwise specified in a notice to SRP. If SRP-owned power cable is in need of repair or replacement, SRP will make the necessary repairs in about three (3) weeks after being notified by City or as specified in a notice to City, but in no case in a time frame longer than eight (8) weeks.

3.5. Relocation. SRP shall bear the entire cost of timely relocating its Equipment if City requires relocation, as determined solely by City. If City requires SRP to relocate its

Equipment, City will provide reasonable advance notice to SRP and will cooperate with SRP to identify an alternative Municipal Facility site for the relocation of the Equipment. Within the time specified by City, SRP will remove the designated portions Equipment, and, if requested, restore the Municipal Facilities to a condition comparable to the condition existing before the installation of the Equipment. City will make every reasonable effort to design and construct projects pursuant to this Section so as to avoid relocation expenses to SRP pursuant to this Section. City will not exercise its right to require SRP's Equipment to be relocated in an unreasonable or arbitrary manner.

3.6. No Transfer. The License granted by this Agreement is for SRP only and any transfer of control of the Wireless Network to any third party who is not also licensed or otherwise authorized by City is prohibited without prior City approval, which City may withhold in its sole discretion.

4. Applicable City Codes. All Equipment will be installed, operated and maintained by or on behalf of SRP in accordance with applicable provisions of the Chandler City Code regulating wireless communications facilities as the same now exist or may be amended or adopted in the future. SRP or its designee will be required to apply and obtain an Encroachment Permit issued by the City for work performed within the ROW, and the ROW will be used according to the plans submitted by SRP and approved by the City in issuing an Encroachment Permit.

5. Non-interference.

5.1. RF Interference. SRP shall ensure that the Equipment and/or the Wireless Network will not cause radio frequency interference with existing wireless communication facilities or devices, cable television, broadcast radio or television systems, satellite broadcast systems, or City traffic, public safety or other communications signal equipment existing at the time of installation of the Equipment and/or the Wireless Network. "Radio frequency interference" means the radiation or conduction of radio frequency energy (or electronic noise) produced by electrical and electronic devices at levels that interfere with the operation of adjacent equipment.

5.2. Existing Uses. SRP shall not interfere in any manner with the existing uses of City property including ROW, and including sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electric and telephone wires, streetlight fixtures, cable television, and other telecommunications, utility, and municipal property without the express written approval of the owner(s) of the affected property or properties.

5.3. City Communications. SRP shall not interfere in any manner with current or future City communications outside of the unlicensed 2.4 Ghz/5.1 to 5.8 Ghz frequencies and in any frequency range if deemed for a public safety communication, nor with future uses of City property including ROW by City for public purposes.

5.4. Interference. The term 'interference' under this section means physical interference and radio frequency interference. Physical interference is where the Equipment causes reduced use of others' prior mounted equipment, or where the Equipment causes an

obstruction in a necessary line-of-sign path. It is understood and agreed by the parties hereto the determination of 'interference' shall be reasonably made by City.

5.5. **Breach.** Any occurrence of interference as proscribed herein shall be deemed a material breach. In such event, SRP shall take all reasonable steps necessary to eliminate such interference within in a reasonable time period.

5.6. **FCC.** SRP shall comply with all applicable FCC rules and regulations.

6. **Privilege Limitations.** Any privilege claimed under this Agreement by SRP shall be subordinate to any prior or subsequent occupancy or use by City or any other governmental entity, and shall be subordinate to any prior lawful occupancy or use by any other person, and shall be subordinate to any prior easements; provided, however, that nothing in the Agreement shall extinguish or otherwise interfere with property rights established independently of the Agreement.

7. **Limit of City's Liability.** City shall be liable only for the cost of repair to damaged components of SRP's Equipment arising from the gross negligence or willful misconduct of City, its employees, agents, or contractors.

8. **City's Reserved Rights.**

8.1. **City Use of Municipal Facilities.** City reserves the right, but not the obligation, to maintain and operate its Municipal Facilities in such manner as will best enable City to fulfill its own service requirements or obligations. City shall not be liable for any interference with the operation of SRP's Equipment or Wireless Network that may arise in any manner out of SRP's use the Municipal Facilities.

8.2. **Relocation or Removal.** If City deems it necessary, in connection with the installation, operation, maintenance, replacement, relocation, or removal of a streetlight pole or any streetlight fixtures located on such streetlight pole, to relocate SRP's wireless router or other Equipment to a different streetlight pole or to a different location on an existing streetlight pole, City may require SRP to relocate the wireless router or other Equipment to such different streetlight pole or different location on the existing streetlight pole. SRP shall perform or have performed relocation work at its own expense. If the relocation work has not been completed within the time allotted, City may, but is not obligated to, perform any part of the relocation work that has not been performed, and SRP shall reimburse City for its actual costs in performing any relocation work. City has no obligation to relocate or move SRP's wireless routers from any streetlight pole.

8.3. **Abandonment.** City reserves the right to abandon, relocate or remove any City streetlight pole. If such pole is identified as a Municipal Facility under Exhibit A and SRP has Equipment attached to it, City shall give SRP no less than ninety (90) days' notice of its intent to abandon, relocate or remove the streetlight pole.

9. **Term of License; Cancellation; Termination; Removal or Abandonment at Expiration.**

9.1. Term. The License granted by herein shall be in effect while this Agreement is in effect. This Agreement shall be in effect for a period of ten (10) years commencing on the date that this Agreement is executed (the "Execution Date"), and expiring on the tenth (10th) anniversary of the Execution Date unless sooner cancelled or terminated as provided in this section (the "Term").

9.2. Automatic Extension. Subject to early termination or cancellation under subsections 9.3 and 9.4, and provided that SRP is not in material breach of this Agreement, the Term will automatically be extended for up to two (2), successive, five (5) year periods, with the first five-year extension of the Term commencing immediately upon the expiration of the initial period of the Term, and each additional five-year extension of the Term commencing immediately upon the expiration of the preceding additional period of the Term. All of the provisions of this Agreement shall be in effect during the Term and any extension of the Term.

9.3. SRP Cancellation. SRP may cancel this Agreement before the date of expiration by providing the City with ninety (90) days express written notice of cancellation. Such cancellation shall not be effective until SRP has removed all Equipment from each Municipal Facility subject to this Agreement, and otherwise complied with all provisions of this Agreement.

9.4. City's Cancellation. The City may revoke, alter, suspend, or cancel this Agreement before its date of expiration. The City may invoke this paragraph only if one of the following defaults has occurred and SRP has been notified in writing of such default and given appropriate time to cure such default:

(a) SRP has failed to comply with any material provisions of this Agreement or has, by act or omission violated any material term or condition of the Agreement:

(b) SRP has failed to comply with any lawful rule or regulation validly adopted by the City Council that is material to compliance with the Agreement.

(c) SRP has failed to maintain its Equipment and operations, subject to the terms of this Agreement, in the streets and public rights-of-ways to the standard prescribed by the City for safety, operation, maintenance, and general work in the streets and public rights-of-ways according to City requirements and codes; or

(d) SRP sells, leases, assigns or transfers its rights under this Agreement without prior consent of the City when such consent is required by this Agreement.

9.5. Mutual Cancellation. The Parties may mutually agree in writing to the cancellation of this Agreement and the License.

9.6. Abandonment. If SRP abandons the Wireless Network for a period of six (6) months or more consecutive months, the Equipment and associated software required to operate the Wireless Network within the ROW shall at the City's election either convert to City

ownership or be removed at the expense of SRP. In the event SRP is unable or refuses to remove such Equipment when requested by City, City may authorize removal and SRP shall be responsible for all costs incurred for such removal.

10. **Annual Fee; In-lieu Payment.**

10.1. Annual Attachment Fee. Subject to subsection 10.3 below, SRP shall pay to City an annual fee in accordance with the fee schedule established by the Chandler City Council for pole attachment and in effect at the time SRP is first required pay such fee. The annual fee paid per pole location is non-refundable and is payable in advance on the Execution Date and on each one (1) year anniversary of the Execution Date during the Term of the Agreement. Payment for each additional pole location added during any revision or amendment of attached Exhibit A shall be due at the time of the revision or amendment, but shall be prorated to the next one (1) year anniversary of the Execution Date of the Agreement, after which all additional fee payments shall be due on each anniversary of the Execution Date.

10.2. Payments Made. All fees and/or additional payments shall be payable to City at: **City of Chandler, Management Services, Mail Stop 702, P.O. Box 4008, Chandler, AZ 85244-4008, Attention: Accounting Manager**; or to such other persons or at such other places as City may designate in writing. All payments shall be in lawful money of the United States of America.

10.3. In-Lieu Compensation. Notwithstanding subsection 10.1 above, there shall be no annual fee due during the initial ten (10) year Term of the Agreement for the Municipal Facilities identified for those locations listed in the initial, unrevised or unamended edition of attached Exhibit A. In lieu thereof, SRP shall provide or shall have already completed the installation of streetlight poles required for City's Germann Road Streetlight Project No. ST1510.201, which installation is estimated to have a value of \$635,413, and is deemed to be adequate consideration to City for the rights granted to SRP under this Agreement.

11. **No Ownership in City Property.** Neither this Agreement, nor the License, nor any Encroachment Permit, regardless of the payment of any fees and charges, shall create or vest in SRP any ownership or property rights in any City streetlight poles, real property or City ROW. Additionally, SRP acknowledges that this Agreement does not constitute or create a leasehold interest or right to the benefit of any City property or portion thereof. SRP accepts the Municipal Facilities identified in attached Exhibit A, or any replacement streetlight pole, in its "AS IS" condition, without representation or warranty of any kind by City, or any City officer, agent, or employee, and subject to all applicable laws, rules and ordinances governing the use of the City streetlight poles or City ROW for SRP's intended purpose. Nothing contained in this Agreement shall be construed to compel SRP to construct, retain, extend, place, or maintain any poles or other facilities for the benefit of City which are not needed for SRP's own service requirements.

12. **Ownership of Wireless Routers.** Ownership of the wireless routers or other Equipment located on any of the Municipal Facilities shall remain with SRP and shall constitute SRP's personal property or equipment and not fixtures or improvements attached to the land. SRP shall remove all of the wireless routers and other Equipment at its sole expense on or before the expiration or earlier termination of this Agreement; shall repair any damage to any Municipal

Facility or City ROW caused by such removal; and shall restore the Municipal Facility to the condition in which it existed at the time of attachment, reasonable wear and tear and loss by casualty or other causes beyond SRP's control excepted.

13. **Indemnity.** SRP covenants and agrees to indemnify, defend, save and hold harmless, City, its elected or appointed officials, agents, boards, councils, commissions, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all suits, claims, demands, actions, liabilities, damages, losses, or expenses of any nature or kind whatsoever, including court costs, attorneys' fees, and costs of claim processing, investigation and litigation (hereinafter collectively referred to as "Claims") for personal injury (including death) or property damage caused, or alleged to be caused in whole or in part, by the negligence or willful acts or omissions of SRP or any of SRP's directors, officers, agents, employees, consultants, contractors or subcontractors in connection with SRP's activities under this Agreement. This indemnity includes any claims or amount arising or recovered under the Workers' Compensation Laws or arising out of the failure of SRP to conform to any federal, state or City law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of SRP and City that the Indemnitee will, in all instances, except for Claims arising from the gross negligence or willful acts or omissions of the Indemnitee, be indemnified by SRP from and against any and all Claims for personal injury (including death) or property damage caused, or alleged to be caused in whole or in part, by the negligence or willful acts or omissions of SRP or any of SRP's directors, officers, agents, employees, consultants, contractors or subcontractors in connection with SRP's activities under this Agreement. It is agreed that SRP will be responsible for primary loss, investigation, defense, and judgment costs where this indemnification is applicable. In consideration for this Agreement and the License, SRP agrees to waive all rights of subrogation against City, its officers, agents and employees for losses arising from SRP's activities under this Agreement and the License.

14. **Insurance Requirements.**

14.1. **Self-Insurance.** City has evaluated and accepted SRP's self-insurance program as sufficient to meet the City requirements in attached Exhibit C for the purposes of this Agreement.

14.2. **Contractors.** Any Contractor performing work under this Agreement must procure and maintain insurance in the amounts and form specified in attached Exhibit C.

14.3. **Certificates.** If a Certificate of Insurance or Self-Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, SRP and/or its Contractor must forward renewal or replacement Certificates to City within ten (10) days after the renewal date containing all the necessary insurance provisions.

15. **Notices.** Any notice, request, demand, statement, or consent herein required or permitted to be given by either party to the other hereunder, shall be in writing signed by or on behalf of the party giving the notice and addressed to the other at the address as set forth below:

SRP Salt River Project
P.O. Box 52025
Phoenix, AZ 85072-2025
Attn: Customer Metering Services: MS: PAB 159

City City of Chandler
P. O. Box 4008, MS 403
Chandler, Arizona 85244-4008
Attn: Margaret Coulter

With copy to: City of Chandler
City Attorney's Office
P.O. Box 4008, MS 602
Chandler, AZ 85244-4008
Attn: Glenn A. Brockman

Each party may by notice in writing change its address for the purpose of this Agreement, which address shall thereafter be used in place of the former address. Each notice, demand, request, or communication which shall be mailed to any of the aforesaid shall be deemed sufficiently given, served, or sent for all purposes hereunder (i) two business days after it shall be mailed by United States registered or certified mail, postage prepaid and return receipt requested, in any post office or branch post office regularly maintained by the United States Postal Service, (ii) upon personal delivery, or (iii) one business day after deposit with any recognized commercial air courier or express service. **Any communication made by e-mail or similar method shall not constitute notice pursuant to this Agreement.**

16. **Miscellaneous.**

16.1. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties, and supersedes all negotiations, understandings or agreements. Any amendments to this Agreement must be in writing and executed by both parties.

16.2. Severability. If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16.3. Governing Law. This Agreement shall be governed by the laws of the State of Arizona without regard to choice of law rules. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement shall be instituted only in the courts located within Maricopa County, Arizona.

16.4. Exhibits. All Exhibits attached referred to and attached to this Agreement are incorporated herein by reference.

16.5. Authority to Execute. Any individual executing this Agreement on behalf of or as representative for a corporation or other person, partnership or entity, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such party, and this Agreement is binding upon such party in accordance with its terms.

16.6. Cancellation. This Agreement is subject to provisions of A.R.S. Sec. 38-511.

16.7. Modification and Waiver. No supplement, modification or amendment of any provision, term or condition of this Agreement shall be deemed binding or effective unless in writing and signed by the Parties. No waiver of any of the provisions of this Agreement shall be binding unless executed in writing by the Party making the waiver.

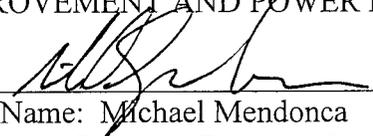
16.8. No Waiver. SRP shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of City upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this ____ day of _____, 2016 (the "Execution Date").

CITY OF CHANDLER, an Arizona municipal corporation

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

By: _____
Print Name: Jay Tibshraeny
Its: Mayor

By: 
Print Name: Michael Mendonca
Its: Senior Director, Revenue Cycle Services

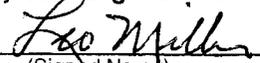
APPROVED AS TO FORM:

APPROVED AS TO FORM:

Chandler City Attorney 

_____ Date: _____

Reviewed by SRP Legal Services Dept.


(Signed Name)

Leo Miller
(Printed Name)

Date: 3/15/2016

EXHIBIT A
Wireless Network Installation Locations

City of Chandler
Proposed SRP Router Installation Locations

SRP ID	LATITUDE	LONGITUDE	STREET ADDRESS	STREETLIGHT ID
CB_050	33.34332	-111.84132	Arizona Ave & Palomino Dr	CH191129
CM_070	33.33472	-111.87644	Dobson Rd & Warner Rd, SW corner	CH267075
CM_080	33.32524	-111.89423	Price Rd & Seville Blvd, SW corner	CH25334
GI_010	33.29342	-111.94559	Kyrene Rd & 202 Santan Fwy, (Kesler Ln), SE corner Kyrene and Kesler Ln	CH116046
GI_020	33.30532	-111.96386	56th St & Chandler Blvd, NW corner, 7000 W Chandler Blvd	CH3226
GI_030	33.30476	-111.93468	Chandler Blvd & Driftwood Ave, SW corner	CH99966
GI_040	33.32042	-111.94551	Kyrene Rd & Ray Rd, NE corner	CH100452
GI_050	33.29427	-111.96313	56th St & Fairview St, SW corner, south of 202, 600 S 56th St	CH166438
GI_060	33.31973	-111.95868	Ray Rd & Stacie Way, SW corner	CH109733
GI_070	33.31527	-111.92867	Rural Rd & Joshua Blvd, SW corner	CH97794
GI_100	33.30572	-111.91987	Chandler Blvd & Galaxy Dr, (Desert Breeze), N/W corner, 4504 W Chandler Blvd	CH135374
GI_110	33.29476	-111.92005	Earhart Way & Steller Way (on Steller Way)	CH3987
GI_130	33.31974	-111.91534	Ray Rd & Juniper Dr, SW Corner, 982 N Juniper	CH99065
GW_030	33.34965	-111.85971	Alma School Rd & Elliot Rd, SW corner	CH176654
GW_060	33.33446	-111.85885	Alma School Rd & Warner Rd, SE corner	CH238502
JO_010	33.28492	-111.86877	1609 W Gunstock Loop, Gunstock Loop at Wildhorse Ct	CH88409
JO_040	33.26184	-111.87789	1886 W Queen Creek Rd, on W Queen Creek Rd (North side), 2 poles east of Arroyo Dr	CH1116657
JO_060	33.27271	-111.86608	2376 Gardner, on Gardner just south of Swan near Tarwater School	CH127496
MI_010	33.31328	-111.86701	1297 W Galveston St, Galveston at Meadows Dr	CH65026
MI_020	33.29889	-111.88507	275 S Ellis St, 2 pole north of W Frye Rd, just north of Chandler Fire dept. No. 3	CH79228
MI_030	33.31061	-111.88426	5 N Bullmoose Cir, Hearnstead subdivision	CH82579
MI_040	33.29902	-111.86679	NW corner of W Frye Rd & S Arrowhead Dr, north side of Frye Rd at South Arrowhead Dr	CH3623
MI_050	33.32103	-111.87629	1001 Dobson, NE corner of N Dodson Rd & W Ray Rd	CH2014
MI_070	33.29147	-111.85241	South side of W Pecos Rd at S Evergreen St	CH226965
MI_080	33.29888	-111.90182	3175 S Chandler Village Rd, 1 pole north of Chandler Village and Frye Rd, in front of Sears Auto Service Center	CH197901
MI_090	33.31622	-111.902122	760 N Madrid Ln, Madrid Ln at Ivanhoe Ct	CH93730
SC_050	33.211729	-111.806378	East side of S Cooper, half way between Riggs and Hunt Hwy, east side of S Cooper, 1/2 mi south of E Riggs	CH170267
SC_070	33.21164	-111.82369	NE corner of S McQueen Rd and E. St. Andrews	CH128393
SC_080	33.21847	-111.78911	3005 E Riggs, on S Gilbert, 2 poles south of Riggs	CH181452
SC_100	33.24883	-111.80681	Cooper at Ocotillo, on Cooper, NW corner of Ocotillo	CH203432
SC_120	33.211572	-111.772581	6503 S Lindsay, On S Lindsay at E Doral	CH213194

City of Chandler
Proposed SRP Router Installation Locations

SRP ID	LATTITUDE	LONGITUDE	STREET ADDRESS	STREETLIGHT ID
SC_140	33.20484	-111.75558	S Val Vista Dr at E Hunt Hwy	CH216604
SL_030	33.236334	-111.875705	SE corner of S Dobson Rd & W Chaparral Way	CH147560
SL_070	33.23244	-111.85825	985 W Chandler Heights Rd, SE corner of S Alma School Rd & W Chandler Heights Rd	CH249519
SL_080	33.24751	-111.85041	1st pole west of Fulton Ranch Blvd, W Ocotillo at S. Fulton Ranch Blvd, SW corner	CH1137890
SZ_010	33.28642	-111.80715	S Cooper at E Longhorn Dr, SW corner	CH260141
SZ_030	33.29153	-111.82364	E Pecos at S McQueen Rd, SE corner	CH263771
SZ_040	33.27715	-111.79017	SW corner of Germann and Gilbert	CH232355
SZ_050	33.299636	-111.796308	13303 Cindy St, Cindy St & Heather St	CH118386
SZ_070	33.310027	-111.807154	460 N Cooper, SW corner of N Cooper and E Lakeview Blvd	CH106042
SZ_080	33.32148	-111.82433	N McQueen Rd, just north of E Ray Rd, NW corner	CH6033
SZ_100	33.27454	-111.80684	2100 S Cooper Rd, Chandler Airport at runway	CH265521

EXHIBIT B
Wireless Network Installation Schedule

[SCHEDULE IS INTENTIONALLY OMITTED FROM THIS AGREEMENT.]

EXHIBIT C
Minimum Insurance Requirements

Without limiting any liabilities or any other obligations of Contractor, Contractor shall provide and maintain, with forms and insurers acceptable to Buyer, and until all obligations under the Contract are satisfied, the minimum insurance coverages as follows:

- 1 Workers compensation insurance with minimum statutory limits to cover obligations imposed by applicable federal and state statutes.
2. Employer's Liability insurance with a minimum limit of \$1,000,000.
3. Commercial general liability insurance with a minimum combined single limit of \$2,000,000 each occurrence. The policy shall include coverage for bodily injury liability, property damage liability, personal injury liability, contractual liability for liability assumed under the Contract or other associated contracts, broad form property damage, and completed operations for a period of two years after Acceptance. The policy shall include "X" (explosion), "C" (collapse) and "U" (underground) coverages, as required by Buyer, and shall contain a severability of interests provision.
4. If Contractor subcontracts any part of the Work, services or operations under the Contract, Contractor shall purchase and maintain for the benefit of Buyer at all times during the performance of the Work under the Contract, Owner's and Contractor's Protective Liability insurance for bodily injury and property damage with a minimum limit of \$2,000,000 each occurrence, unless Buyer agrees in writing that such coverage is not required by the nature of the Work.
5. Comprehensive automobile liability insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to vehicles assigned to or used in the performance of the Work, whether owned, hired or non-owned.
6. If required by Buyer, Professional Liability insurance with a minimum combined single limit of \$1,000,000 each occurrence. Contractor shall maintain such coverage for a period of five years after Acceptance.
7. If required by Buyer, Aircraft Public Liability insurance covering airplanes and rotocraft whether owned, hired or non-owned with a combined single limit for bodily injury and property damage of not less than \$10,000,000, including passenger liability coverage.
8. If required by Buyer, "All Risk" builders' risk insurance covering the Work, including the interest of Buyer, with limits adequate to cover the value of the Work installed and itmes while in transit and while stored at the jobsite, which affords coverage from the time the Work is commenced until Acceptance.
9. Any other coverages which may be reasonably required by Buyer including installation floaters and Contractors equipment.

10. The policies required by Sections 3, 5, 7 and 8 as detailed in Exhibit C (Minimum Insurance Requirements) shall be endorsed to include Buyer, City of Chandler, and members of their governing bodies, their officers, agents and employee's as additional insured and shall stipulate that the insurance afforded for Buyer, City of Chandler and members of their governing bodies, their officers, agents and employees shall be primary insurance and that any insurance carried by Buyer, City of Chandler and members of their governing bodies, their officers, agents and employees shall be excess and not contributory insurance.

11. Contractor and its insurers providing the required coverages shall waive all rights of subrogation against the Indemnified Parties.

12. Prior to commencing the Work, Contractor shall furnish Buyer with Certificates of Insurance as evidence that policies providing the required coverages, conditions and limits are in full force and effect. Contractor shall immediately notify Buyer of any cancellation, termination or material alteration of any of the policies providing the required coverages. The original Certificate of Insurance and any notice of cancellation, termination or alteration shall be sent directly to the Authorized SRP Procurement Agent at the address stated on the Purchase Order.

13. In the event of a loss for which Buyer may have coverage under one of the policies required by the Contract, Contractor shall, upon Buyer's request, provide Buyer with a certified copy of the applicable policy.

14. Costs for coverages maintained by Contractor in excess of or in addition to those required shall not be charged to Buyer unless otherwise agreed to by Buyer.

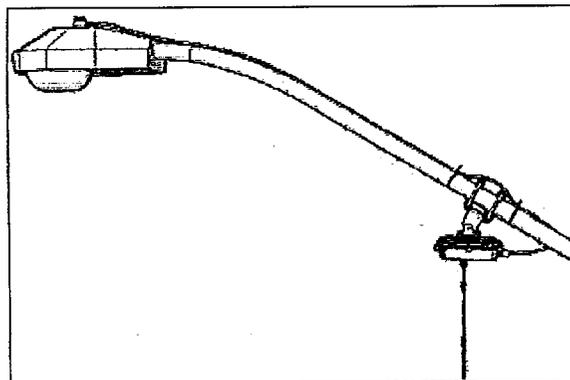
15. The insurance policies may provide coverages that included deductibles or self-insured retentions. Contractor shall be solely responsible for deductible and/or self-insured retentions, and Buyer, at its option, may require Contractor to secure the payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

EXHIBIT D
Technical Specifications of Equipment

Gridstream RF Router Specifications

Electrical	
Power Supply	
Input AC Voltage	96-317 VAC
Input Current, Receive mode, 120 VAC Operation	15 mA (max)
Input Current, Transmit mode, 120 VAC Operation	95 mA peak, 25 mA average
Input Current, Battery charging, 120 VAC operation	30 mA (max)
Radio, General	
RF Frequency Range	902-928 MHz (U.S.), 915-928 (International)
Channel Spacing	100 kHz or 300 kHz dependent on mode
RF Baud Rates	9.6-115.2 kbps
Frequency Stability	±1-3 ppm over temperature
Radio, Receiver	
Sensitivity (at 10% packet error rate)	-112 dBm (9.6 kbps); -101 dBm (115.2 kbps)
Co-channel rejection	-10 dB typical
Adjacent Channel Rejection	30 dB typical
Alternate Channel Rejection	45 dB typical
Radio, Transmitter	
Output Power	21, 25, 30 dBm (user selectable)
Modulation Type	2-FSK, GFSK
Modulation Index	1
Out-of-band Spurious Emissions	<-70 dBc
Processing	
CPU	M16C65
Clock Speed	14.7456 MHz
SRAM	47 KB (in processor) + 512 KB (additional)
Flash	768 KB (in processor) + 1 MB (additional)
LAN Packet Port	
Serial Interface	RS-232C
Protocol	Gridstream LAN packet protocol
Parity	None

Data Bits	8
Stop Bits	1
Duplex	Full
Transparent Port	
Serial Interface	RS-232C/RS-485
Protocol	Any asynchronous byte-oriented protocol
Parity	None
Data Bits	7 or 8
Stop Bits	1 or 2
Duplex	Full
Environmental	
Operating Temperature Range	-40 to 85 C (internal ambient of enclosure)
Storage Temperature Range	-40 to 85 C
Operating Vibration	ANSI C12.1
Operating Shock	ANSI C12.1
Relative Humidity	5%-85%, non-condensing
IP Rating (International Version)	IP65
Salt Spray	ANSI C12.1
Enclosure Material/Type	Aluminum/Nema-4
EMI & Power/Control Susceptibility	
Electromagnetic Radiated Emissions	ANSI C12.1
Electromagnetic Susceptibility	ANSI C12.1
Surge Withstanding Capability	ANSI C12.1
Electrostatic Discharge	ANSI C12.1
International Version	AS/NZS CISPR 22:2006, EN 55022:2006
Agency Approvals	
FCC Certified	Part 15.247
Gridstream Router International	ACMA Radio communications (Short Range Devices) Standard 2004; AS/NZS 4268:2003
Installation Notes	
<ol style="list-style-type: none"> 1) Pre-torque each RF Mesh radio enclosure bolt to 25 +/- 5 inch lbs., alternation from side-to-side and from top-to-bottom. Repeat this pattern torquing bolts to 45 +/- 5 inch lbs. 2) At the time of manufacturing, the power and programming cable connectors are torqued to 5 +/- 1 inch lbs. Additionally, an adhesive is utilized to seal the connector. These connectors should not be adjusted in the field. 	



CITY OF CHANDLER, ARIZONA

STREET LIGHT UPGRADE - GERMANN ROAD

PROJECT NO. ST1510.201
DATE: JAN 29, 2015

MAYOR
JAY TIBSHRAENY
VICE MAYOR
RICK HEUMANN

COUNCIL
KEVIN HARTKE
JACK SELLERS
JEFF WENINGER
NORA ELLEN
TRINITY DONOVAN

DEPARTMENT OF
PUBLIC WORKS
215 EAST BUFFALO STREET
CHANDLER, AZ 85225
PHONE NO. (480) 782 - 3382



APPROVED:

TRANSPORTATION AND DEVELOPMENT DIRECTOR
David W. Baker (seal)
DATE 01-26-15

CITY ENGINEER
David W. Baker (seal)
DATE 01-26-15

CITY TRANSPORTATION ENGINEER
David W. Baker (seal)
DATE 01-26-15

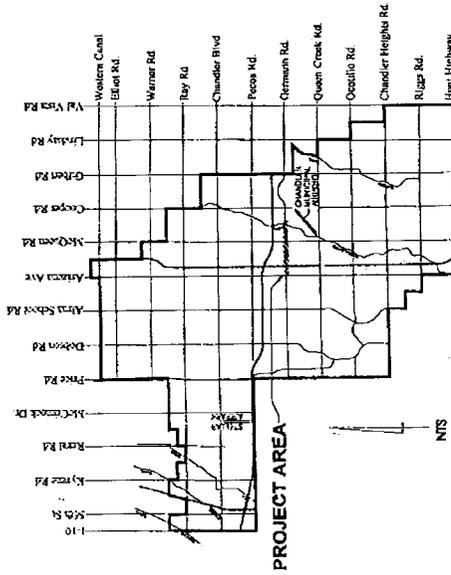
DEVELOPMENT SERVICES MANAGER
David W. Baker (seal)
DATE 01-26-15

MARICOPA COUNTY ENVIRONMENTAL SERVICE DEPARTMENT (AS REQUIRED)
N/A
DATE N/A

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY (AS REQUIRED)
N/A
DATE N/A

GRADE CERTIFICATION: This is to certify that this grading plan is in compliance with the grade requirements of the soils report prepared by:

N/A



BENCHMARK:

SECTION, TOWNSHIP, RANGE
CITY OF CHANDLER CHM#: DESCRIPTION
OF LOCATION, TYPE, AND ELEVATION

1. TEMPORARY BENCHMARK DESCRIPTION OF LOCATION, TYPE AND ELEVATION
- 2.

UTILITY CONTACTS	DATE SUBMITTED
AIR PRODUCTS	11/24/2014
APS	11/24/2014
AT&T	11/24/2014
COX	11/24/2014
EL PASO	11/24/2014
QWEST	11/24/2014
RWCD	11/24/2014
SRP POWER	11/24/2014
SRP WATER	11/24/2014
KINDER MORGAN	11/24/2014
SWG	11/24/2014
SPRINT	11/24/2014

DATE: JAN 29, 2015
STATUS: (100%)

WRIGHT ENGINEERING

165 EAST CHILTON DR.
CHANDLER, AZ 85225
PHONE NO. (480) - 497 - 5829



C.O.C. LOG NO. ERW14-0024

SL1
1 of 5

PROJECT NO. 14230

ENGINEER: WRIGHT ENGINEERING CORPORATION

CHANDLER, ARIZONA

STREET LIGHT UPGRADE

GERMANN ROAD

STREET LIGHT PLAN

SHEET NO. SL2

DATE: 07/24/16

SCALE: AS SHOWN

GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST CURRENT APPLICABLE CODES, SPECIFICATIONS AND STANDARDS DETAILS AS SUPPLIED BY THE CITY OF CHANDLER.
2. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
3. THE CITY ENGINEER'S OFFICE SHALL BE NOTIFIED 24 HOURS PRIOR TO BEGINNING EACH PHASE OF CONSTRUCTION.
4. PROJECT DRAWINGS ARE BASED UPON THE FOLLOWING BENCHMARK WAS UNLIT:

BENCHMARK	POINT	COORDINATES	DESCRIPTION	LOCATION	DATE
1	1	1111111.11	1111111.11	1111111.11	1111111.11
2	2	2222222.22	2222222.22	2222222.22	2222222.22
5. PERMITS FOR CONSTRUCTION IN THE PUBLIC RIGHT-OF-WAY, THE CONTRACTOR/ENGINEER SHALL NOTIFY THE JURISDICTION, COMMUNITY DEVELOPMENT DEPARTMENT AT 480-742-3218. ANY CONSTRUCTION WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE RESTRICTED TO ORIGINAL CONDITIONS UNLESS THE FOLLOWING REQUIREMENTS:
 - A. ALL STRUCTURES OF CONSTRUCTION SHALL BE REPLACED WITH THE SAME SIZE AND TYPE OF TREE AT A LOCATION DETERMINED BY THE CITY.
 - B. ALL REMOVED TREES SHALL BE REPLACED WITH THE SAME SPECIES AND SIZE AS THE ORIGINAL TREE(S).
 - C. THE AREA OF CONSTRUCTION SHALL BE TREATED WITH PRE-SELECTED HERBICIDE (E.G. ZIP-PAN).
 - D. DAMAGE OF A SIZE AND COLOR TO MATCH EXISTING SHALL BE SPREAD A MINIMUM OF TWO INCHES THICK.
 - E. THE STREET WIDTH SHALL BE CONSIDERED TO INSPECT ALL WORK BEFORE A CONDITIONAL ACCEPTANCE IS ISSUED.
 - F. THE CITY ENGINEER SHALL BE NOTIFIED 24 HOURS PRIOR TO BEGINNING EACH PHASE OF CONSTRUCTION.
 - G. THE CITY SHALL BE CONTACTED FOR PERMITS, ACCEPTANCE AND ACCOMPANION OF MAINTENANCE.
6. ANY WORK PERFORMED WITHOUT THE APPROVAL OF THE CITY ENGINEER AND/OR ALL WORK AND MATERIAL NOT IN ACCORDANCE WITH THE SPECIFICATIONS IS SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S DISCRETION.
7. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR LOCATING AND MARKING ALL UTILITIES PRIOR TO CONSTRUCTION AND SHALL MAINTAIN ALL UTILITIES THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL LOCATE OR MARK LOCATED ALL EXISTING UTILITIES (INCLUDING TELEPHONE, CABLE, GAS, WATER, SLOTTED DRAINAGE, ETC.) PRIOR TO CONSTRUCTION AND SHALL MAINTAIN ALL UTILITIES THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN ALL UTILITIES THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN ALL UTILITIES THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN ALL UTILITIES THROUGHOUT CONSTRUCTION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND MARKING ALL UTILITIES PRIOR TO CONSTRUCTION AND SHALL MAINTAIN ALL UTILITIES THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN ALL UTILITIES THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN ALL UTILITIES THROUGHOUT CONSTRUCTION.
9. NO FINAL ACCEPTANCE SHALL BE ISSUED UNTIL A 1/2" PAVEMENT REPAIRABLE "AS-BUILT" PLAN, DERIVED AND SEALED BY A LICENSED CIVIL ENGINEER, HAS BEEN SUBMITTED AND ACCEPTED BY THE CITY ENGINEER.
10. APPLICATIONS FOR STREET LIGHT PERMITS SHALL BE APPROVED BY THE CITY ENGINEER AND/OR ALL WORK AND MATERIAL NOT IN ACCORDANCE WITH THE SPECIFICATIONS IS SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S DISCRETION.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND MARKING ALL UTILITIES PRIOR TO CONSTRUCTION AND SHALL MAINTAIN ALL UTILITIES THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN ALL UTILITIES THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN ALL UTILITIES THROUGHOUT CONSTRUCTION.
12. CONSTRUCTION OF CONCRETE OR PAVER TILES SHALL NOT COMMENCE UNTIL ALL UNDERGROUND WORK HAS BEEN INSPECTED AND ACCEPTED.
13. ALL UTILITIES SHALL BE PROTECTED BY PLACES UTILITIES WITHIN THE CHANDLER CITY LIMITS OF PLUMBING AREA SHALL BE DONE IN ACCORDANCE WITH THE CITY ENGINEER'S OFFICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND MARKING ALL UTILITIES PRIOR TO CONSTRUCTION AND SHALL MAINTAIN ALL UTILITIES THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN ALL UTILITIES THROUGHOUT CONSTRUCTION.
14. AN APPROVED SET OF PLANS SHALL BE SUBMITTED TO THE CITY ENGINEER AND/OR ALL WORK AND MATERIAL NOT IN ACCORDANCE WITH THE SPECIFICATIONS IS SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S DISCRETION.
15. A MINIMUM HORIZONTAL SEPARATION OF 24" (6" FEET) IS REQUIRED BETWEEN CONDUITS, UNLESS AND UNLESS OTHERWISE SPECIFIED ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND MARKING ALL UTILITIES PRIOR TO CONSTRUCTION AND SHALL MAINTAIN ALL UTILITIES THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN ALL UTILITIES THROUGHOUT CONSTRUCTION.
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20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND MARKING ALL UTILITIES PRIOR TO CONSTRUCTION AND SHALL MAINTAIN ALL UTILITIES THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN ALL UTILITIES THROUGHOUT CONSTRUCTION.
21. ANY CONSTRUCTION OUTSIDE THE CITY LIMITS SHALL BE IN ACCORDANCE WITH THE CITY ENGINEER'S OFFICE.
22. UNLIT STREET LIGHTS SHALL BE IDENTIFIED BY BLUE STAKE CONSTRUCTION AND PROJECT PLANS BACK BENCH MARKS SHALL BE IDENTIFIED AS NOTED.

SPECIAL NOTE

CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND MARKING ALL UTILITIES PRIOR TO CONSTRUCTION AND SHALL MAINTAIN ALL UTILITIES THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN ALL UTILITIES THROUGHOUT CONSTRUCTION.

UTILITY JOB DETAILS

SRP/APS JOB ORDER NUMBER: 7048412

TO: SRP/APS

FROM: WRIGHT ENGINEERING CORPORATION

JOB NAME: GERMANN RD/ARIZONA AVE - MCCOQUEE

JOB ADDRESS: 160

TYPE (MPS, LED, OTHER): LED

NEW OR EXISTING CABINET: NEW

CONSUMPTION (SYSTEM WATTS): (68) 157 W

SHEET INDEX

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STREET LIGHT PLAN	5.9
STREET LIGHT PLAN	6.0
STREET LIGHT PLAN	6.1
STREET LIGHT PLAN	6.2

QUANTITIES LIST PUBLIC STREET LIGHTS

ITEM	DESCRIPTION	QUANTITY	UNIT
1	LED STREET LIGHT	1	EA
2	LED STREET LIGHT	1	EA
3	LED STREET LIGHT	1	EA
4	LED STREET LIGHT	1	EA
5	LED STREET LIGHT	1	EA
6	LED STREET LIGHT	1	EA
7	LED STREET LIGHT	1	EA
8	LED STREET LIGHT	1	EA
9	LED STREET LIGHT	1	EA
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96	LED STREET LIGHT	1	EA
97	LED STREET LIGHT	1	EA
98	LED STREET LIGHT	1	EA
99	LED STREET LIGHT	1	EA
100	LED STREET LIGHT	1	EA

KEY MAP



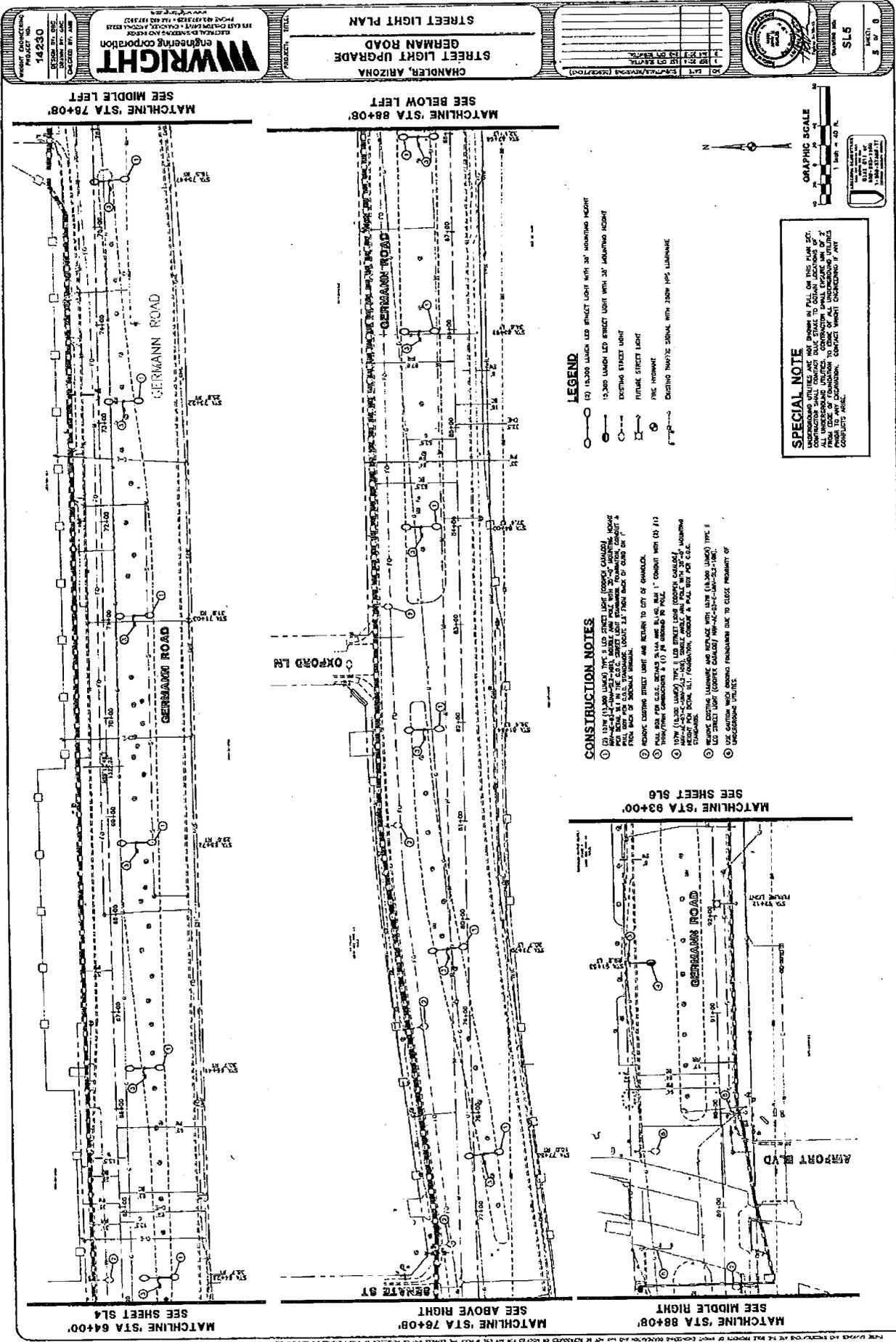
NOTES

THE DESIGN HEREON IS IN CONFORMANCE WITH APPROXIMATE "A" OF THE STREET LIGHT SPECIFICATIONS.



DATE: 07/24/16

REVISIONS PROFESSIONAL ENGINEER



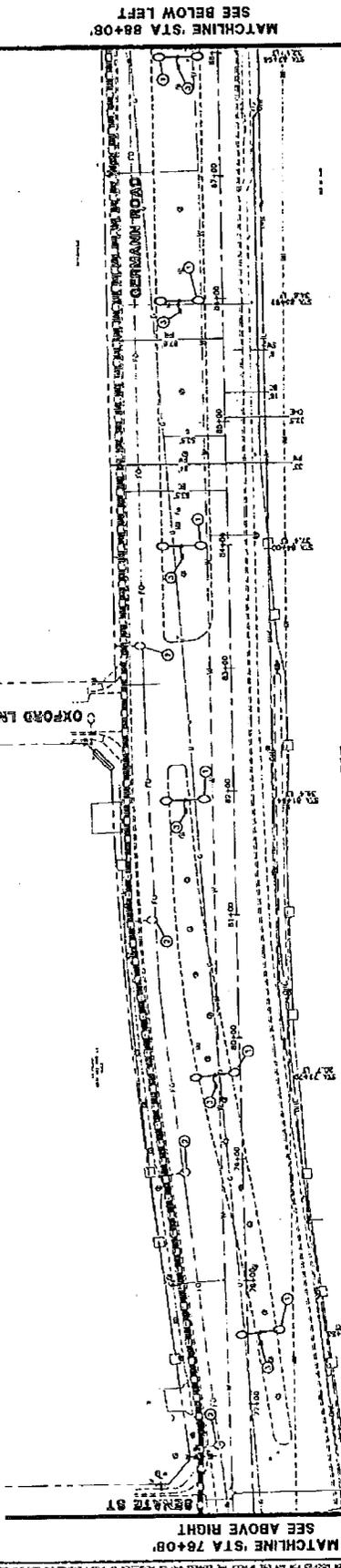
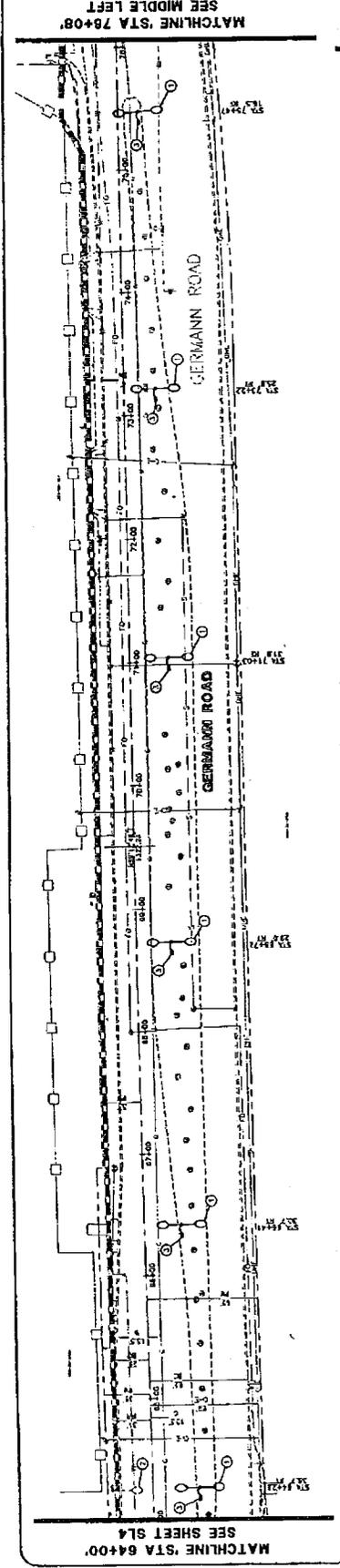
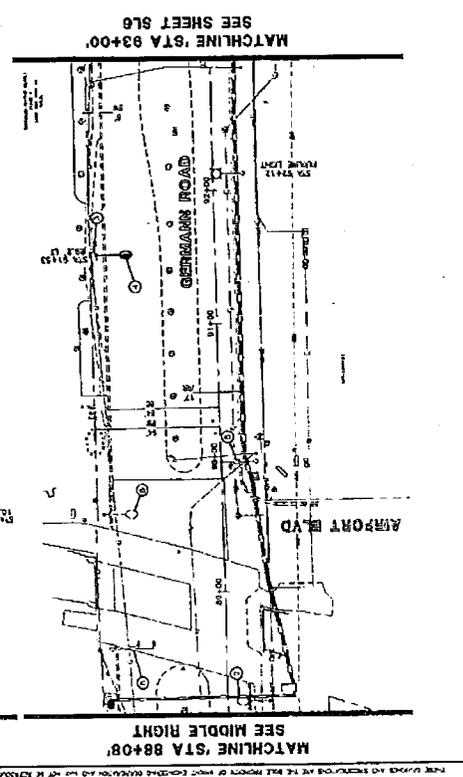
WRIGHT
 ENGINEERING CORPORATION
 111 EAST CHANDLER AVENUE
 CHANDLER, ARIZONA 85226
 PROJECT NO. 14230
 SHEET NO. 5
 DATE: 08/11/11

STREET LIGHT PLAN
GERMAN ROAD
STREET LIGHT UPGRADE
CHANDLER, ARIZONA

GRAPHIC SCALE
 1" = 40' FT.
 NORTH

SPECIAL NOTE
 UNDERGROUND UTILITIES ARE NOT SHOWN IN FULL ON THIS PLAN SET. CONTRACTOR SHALL CONTACT THE CITY OF CHANDLER TO OBTAIN A RECORD DRAWING OF ALL UNDERGROUND UTILITIES FROM THE CITY OF CHANDLER. CONTACT WRIGHT ENGINEERING CORPORATION FOR ANY CLARIFICATION.

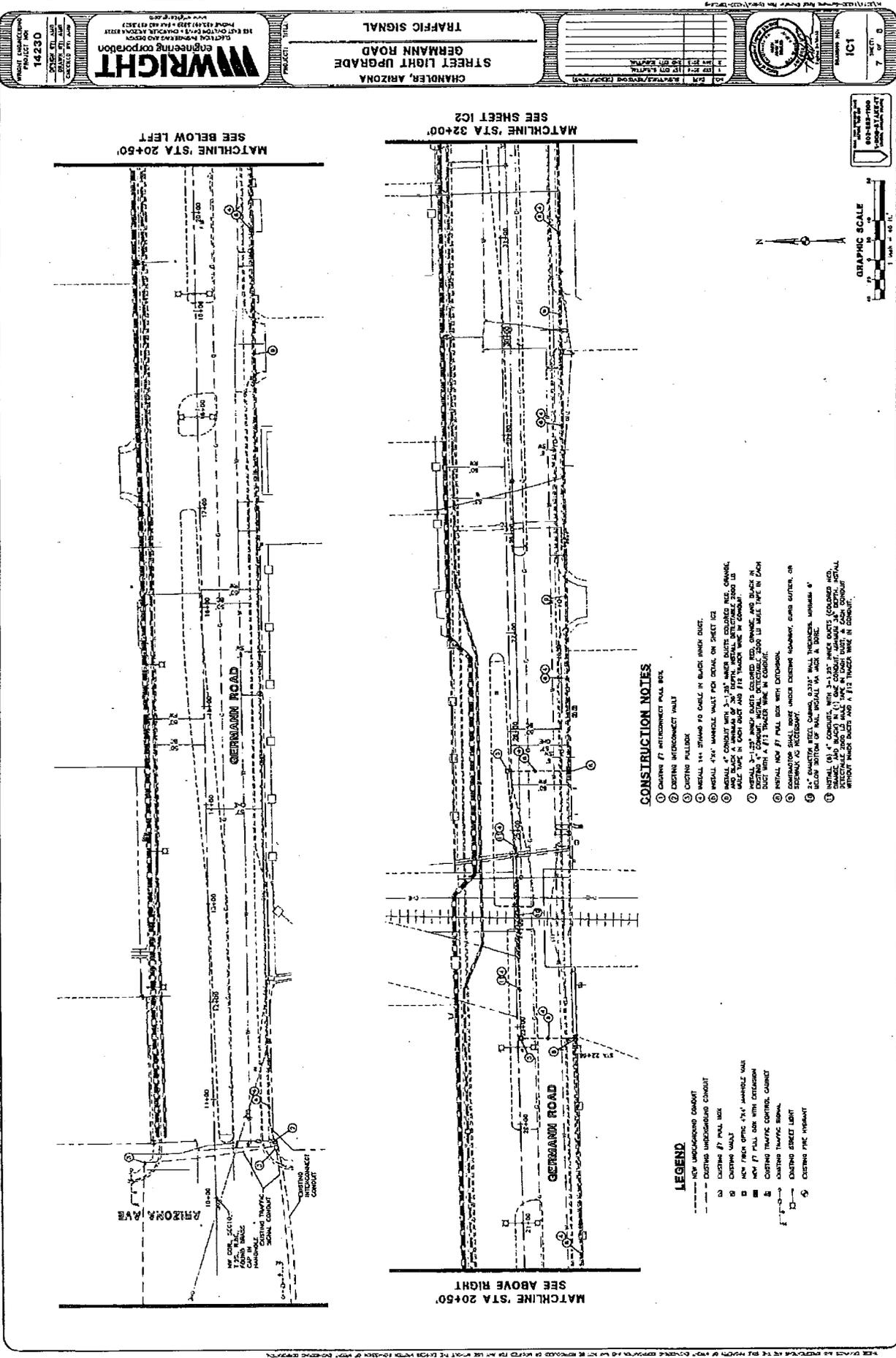
- LEGEND**
- (1) 15,000 LUMEN LED STREET LIGHT WITH 30" MOUNTING HEIGHT
 - (2) 15,000 LUMEN LED STREET LIGHT WITH 30" MOUNTING HEIGHT
 - EXISTING STREET LIGHT
 - FUTURE STREET LIGHT
 - THE MOUNT
 - EXISTING TRAFFIC SIGNAL WITH 2000 FPS LUMINAIRE
- CONSTRUCTION NOTES**
- EXISTING 15,000 LUMEN LED STREET LIGHTS (CONTRACT CALL OUT) SHALL BE REMOVED AND REPLACED WITH 15,000 LUMEN LED STREET LIGHTS WITH 30" MOUNTING HEIGHT. THE EXISTING FOUNDATION SHALL BE REINFORCED TO SUPPORT THE NEW LIGHTS. THE EXISTING FOUNDATION SHALL BE REINFORCED TO SUPPORT THE NEW LIGHTS. THE EXISTING FOUNDATION SHALL BE REINFORCED TO SUPPORT THE NEW LIGHTS.
 - REMOVE EXISTING STREET LIGHT AND RETURN TO CITY OF CHANDLER.
 - PULL RISE FOR C.C.D. DEPTH 1/4" DIA AND 8'-0" DIA 1" CONCRETE WITH (2) 1/2" REINFORCING RODS AND (1) #4 REBAR IN FULL.
 - NEW 15,000 LUMEN LED STREET LIGHTS SHALL BE INSTALLED WITH 30" MOUNTING HEIGHT AND 15,000 LUMEN LED STREET LIGHTS SHALL BE INSTALLED WITH 30" MOUNTING HEIGHT AND 15,000 LUMEN LED STREET LIGHTS SHALL BE INSTALLED WITH 30" MOUNTING HEIGHT.
 - REMOVE EXISTING LUMINAIRE AND REPLACE WITH NEW (15,000 LUMEN) TYPE 1 LED STREET LIGHT (CONTRACT CALL OUT) WITH 30" MOUNTING HEIGHT.
 - USE CEMENT WHICH MEETS REQUIREMENT DUE TO CLOSE PROXIMITY OF UNDERGROUND UTILITIES.



SEE MIDDLE RIGHT
 MATCHLINE STA 88+08

SEE ABOVE RIGHT
 MATCHLINE STA 78+08

SEE SHEET S14
 MATCHLINE STA 64+00



WRIGHT
ENGINEERING CORPORATION
14230 PROJECT NUMBER

CHANDLER, ARIZONA
STREET LIGHT UPGRADE
GERMANN ROAD
TRAFFIC SIGNAL

IC1
SHEET 7 OF 8

- CONSTRUCTION NOTES**
1. CHAIN 27' INTERCONNECT PULL BOX.
 2. CHAIN INTERCONNECT MANHOLE.
 3. CHAIN PULLBOX.
 4. METAL 14" STRONG FIBER CABLE IN BLACK 4" DUCT.
 5. METAL 4" CONDUIT WITH 3-1/2" INNER DUCTS COLORED RED, ORANGE, AND BLACK IN 2" DUCT.
 6. METAL 3-1/2" INNER DUCTS COLORED RED, ORANGE, AND BLACK IN 2" DUCT WITH 4" 212 THICK WIRE IN CONDUIT.
 7. METAL 2" CONDUIT WITH 3-1/2" INNER DUCTS COLORED RED, ORANGE, AND BLACK IN 2" DUCT WITH 4" 212 THICK WIRE IN CONDUIT.
 8. METAL 2" CONDUIT WITH 3-1/2" INNER DUCTS COLORED RED, ORANGE, AND BLACK IN 2" DUCT WITH 4" 212 THICK WIRE IN CONDUIT.
 9. METAL 2" CONDUIT WITH 3-1/2" INNER DUCTS COLORED RED, ORANGE, AND BLACK IN 2" DUCT WITH 4" 212 THICK WIRE IN CONDUIT.
 10. METAL 2" CONDUIT WITH 3-1/2" INNER DUCTS COLORED RED, ORANGE, AND BLACK IN 2" DUCT WITH 4" 212 THICK WIRE IN CONDUIT.
 11. METAL 2" CONDUIT WITH 3-1/2" INNER DUCTS COLORED RED, ORANGE, AND BLACK IN 2" DUCT WITH 4" 212 THICK WIRE IN CONDUIT.
 12. METAL 2" CONDUIT WITH 3-1/2" INNER DUCTS COLORED RED, ORANGE, AND BLACK IN 2" DUCT WITH 4" 212 THICK WIRE IN CONDUIT.
 13. METAL 2" CONDUIT WITH 3-1/2" INNER DUCTS COLORED RED, ORANGE, AND BLACK IN 2" DUCT WITH 4" 212 THICK WIRE IN CONDUIT.
 14. METAL 2" CONDUIT WITH 3-1/2" INNER DUCTS COLORED RED, ORANGE, AND BLACK IN 2" DUCT WITH 4" 212 THICK WIRE IN CONDUIT.
 15. METAL 2" CONDUIT WITH 3-1/2" INNER DUCTS COLORED RED, ORANGE, AND BLACK IN 2" DUCT WITH 4" 212 THICK WIRE IN CONDUIT.
 16. METAL 2" CONDUIT WITH 3-1/2" INNER DUCTS COLORED RED, ORANGE, AND BLACK IN 2" DUCT WITH 4" 212 THICK WIRE IN CONDUIT.
 17. METAL 2" CONDUIT WITH 3-1/2" INNER DUCTS COLORED RED, ORANGE, AND BLACK IN 2" DUCT WITH 4" 212 THICK WIRE IN CONDUIT.
 18. METAL 2" CONDUIT WITH 3-1/2" INNER DUCTS COLORED RED, ORANGE, AND BLACK IN 2" DUCT WITH 4" 212 THICK WIRE IN CONDUIT.
 19. METAL 2" CONDUIT WITH 3-1/2" INNER DUCTS COLORED RED, ORANGE, AND BLACK IN 2" DUCT WITH 4" 212 THICK WIRE IN CONDUIT.
 20. METAL 2" CONDUIT WITH 3-1/2" INNER DUCTS COLORED RED, ORANGE, AND BLACK IN 2" DUCT WITH 4" 212 THICK WIRE IN CONDUIT.

- LEGEND**
- NEW UNBUNDLED CONDUIT
 - CHAIN INTERCONNECT CONDUIT
 - CHAIN 27' PULL BOX
 - CHAIN MANHOLE
 - NEW FIBER OPTIC 4" 212 MANHOLE WALL
 - NEW 27' PULL BOX WITH EXTENSION
 - CHAIN TRAFFIC CONTROL CABINET
 - CHAIN TRAFFIC SIGNAL
 - CHAIN STREET LIGHT
 - CHAIN PFC INVERT



Attachment C-Request for Commencement of Construction Letter-Page 1



Chandler + Arizona
Where Values Make The Difference

Transportation and Development Department
City of Chandler
15 East Buffalo Street
Chandler, Arizona 85225

October 14, 2014

RE: Request for Commencement of Construction

Project Name: Smart Grid Modernization Project

The purpose of this letter of commitment (LOC) is to request that the City of Chandler (City) accommodate the construction schedule for the Salt River Project (SRP) Smart Grid Modernization Project (Project) by releasing use of City-owned streetlights for installation of SRP-owned routers without the benefit of an executed License Agreement (Agreement), on the terms outlined herein and upon mutual approval of the installation locations. It is understood that this LOC shall be added to and attached to City's standard "Civil Improvements/Encroachment Permit Application" as Special Additional Conditions intended to supplement and clarify the scope of the encroachment permit issued by City for the installation of the SRP-owned routers.

The City and SRP are negotiating but have not yet finalized the Agreement, under which the City will permit SRP, as part of the Project, to install routers on 42 City-owned street lights in exchange for SRP installing approximately 84 streetlights along 1.5 miles of Germann Road from Arizona Avenue to Airport Blvd. The Agreement will establish the detailed terms and conditions on which the routers will be located on City-owned streetlights. SRP and the City agree to work through their respective Legal/Law Departments, concurrent with construction, to expeditiously negotiate the terms and conditions of the Agreement to the mutual satisfaction and benefit of both parties. It is anticipated that the Agreement will be on the agenda for City Council approval for the December 11, 2014 City Council meeting.

SRP agrees that when an Agreement acceptable to both SRP and City has been negotiated, SRP's Customer Metering Services Department will request and recommend authorization to execute the Agreement. If, despite good faith efforts, the City and SRP are unable to negotiate a mutually acceptable Agreement that is finalized and formally approved by the Chandler City Council within 90 days of issuance of a conditional City Encroachment Permit, then at any time thereafter, upon 30 days written notice, City or SRP, separately or jointly, may terminate, discontinue or rescind the Encroachment Permit for the reason that no such Agreement is in effect. In such event, SRP agrees that it will be responsible for the removal of the SRP routers from the City-owned streetlights, and the City will not incur any costs associated with the removal of the routers.

 **Chandler** *Mailing Address*
Mail Stop 403
PO Box 4008
Chandler, Arizona 85244-4008
2010

Transportation & Development Department
Administration
Telephone (480) 782-3400
Fax (480) 782-3415
Web www.chandleraz.gov

Location
215 East Buffalo Street
Chandler, Arizona 85225

Printed on recycled paper

Attachment C-Request for Commencement of Construction Letter-Page 2

rights to assert their respective legal positions and arguments that are or may be contrary to this LOC in the future. This Letter is solely intended to allow the commencement of construction of the Project while the parties work to reach agreement on the use of existing City-owned facilities in a timely and reasonable manner.

It is understood that, while the City's Director of Transportation and Development has administrative authority to allow the installation of the SRP-owned routers under the provisions set out in this LOC, and to issue the encroachment permit to which the LOC is attached as Special Additional Conditions, the matter of entering into the Facility Use Agreement, as referenced above, has not formally been presented to the Chandler City Council. Accordingly, nothing herein shall be construed as binding or requiring the Chandler City Council to approve the Agreement.

Michael Mendonca *Leo V. Bean*
Sr. Director, Revenue Cycle Services *Director* DATE: 10/20/14
Salt River Project

ACCEPTED:

[Signature] DATE: 10-17-14
Director, Transportation and Development Department
City of Chandler

Approved as to Form:

[Signature]
City Attorney

