



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CP18-117**

1. Agenda Item Number:

32

2. Council Meeting Date:
January 25, 2018

TO: MAYOR & COUNCIL

3. Date Prepared: December 1, 2017

THROUGH: CITY MANAGER

4. Requesting Department: Public Works & Utilities

5. SUBJECT: Design and Construction Contract with Salt River Project (SRP) for relocation of a power distribution facility on Chandler Heights Road

6. RECOMMENDATION: Staff recommends City Council approve a design and construction contract with Salt River Project (SRP) to accommodate the Chandler Heights Road Improvements, Project No. ST1502.504, for removal of overhead facilities, installation of streetlight conductor and assemblies, overhead conversion, and installation of primary conductor and equipment, in an amount not to exceed \$579,390.34.

7. BACKGROUND/DISCUSSION: This project will complete the widening of Chandler Heights Road from Arizona Avenue to McQueen Road from one through lane to two through lanes in each direction. The improvements will also include bike lanes, curb and gutter, sidewalk, raised landscape median, traffic signals modification, street lighting, and storm drainage.

As part of the project, SRP will underground its electrical infrastructure throughout the project area. The scope of work to be performed by SRP includes converting overhead electric facilities to underground electric facilities, removing and relocating existing underground lines, and installing streetlight conductors and assemblies.

The Chandler Heights Road project is currently included in the Maricopa Association of Governments (MAG) Arterial Life Cycle Program for regional reimbursement.

8. EVALUATION: SRP will be self-performing the work. The City is required to reimburse SRP for all associated costs to relocate its facilities.

9. FINANCIAL IMPLICATIONS:

Cost: T2165450 Relocation & Undergrounding of Overhead Facilities	\$347,649.40
T2165407 Installation of Streetlight Conductor	\$162,207.45
T2165403 Overhead Removal	\$ 69,533.49
Total Project Costs	\$579,390.34

Rd) (417.3310.6517.6ST608).

Fund Source:

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
417.3310.6517.6ST608	Grant - STP	Chandler Heights (Arizona Ave to McQueen Rd)	Yes	\$546,365.00
415.3310.6517.6ST608	Impact Fee	Chandler Heights (Arizona Ave to McQueen Rd)	Yes	\$ 33,025.34

10. PROPOSED MOTION: Move City Council approve a design and construction contract with Salt River Project (SRP) to accommodate the Chandler Heights Road Improvements, Project No. ST1502.504, for removal of overhead facilities, installation of streetlight conductor and assemblies, overhead conversion, and installation of primary conductor and equipment, in an amount not to exceed \$579,390.34.

ATTACHMENTS: Location Map, SRP Contracts

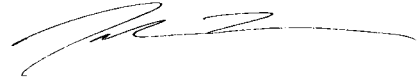
APPROVALS

11. Requesting Department



Hafiz Noor, Project Manager

13. Department Head



John Knudson, Public Works & Utilities Director

12. Public Works & Utilities



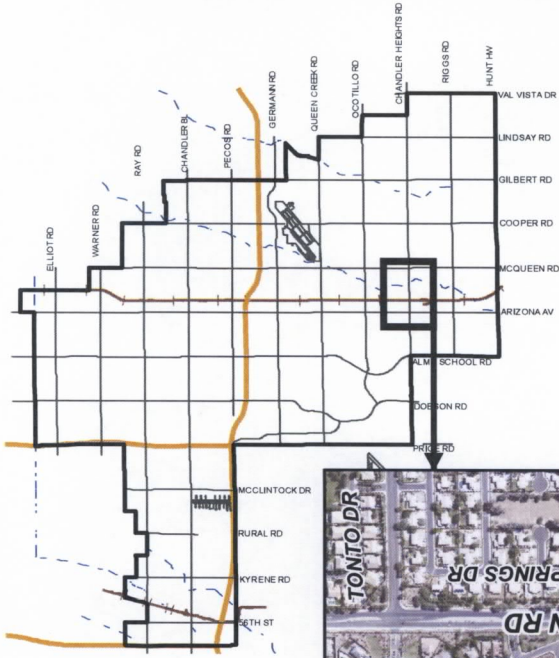
Andrew Goh, Capital Projects Manager

14. City Manager



Marsha Reed

CHANDLER HEIGHTS ROAD IMPROVEMENTS PROJECT NO. ST1502.504



MEMO NO. CP18-117



PROJECT SITE





Design Services Contract (Municipal-Distribution)

CUSTOMER IMPROVEMENTS

SRP-XCT 341
P.O. Box 52025
Phoenix, AZ 85072-2015

SRP Contact: Bruce Souder
Contact Phone: 602-236-0692
Contact Fax :
Date: 01/11/2018

ATTN: Dennis Aust
City of Chandler
215 E Buffalo St.
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 (Municipality) enter into this contract (Contract) for the design of electrical facilities for the following Municipality project (Project):

Job Name :	CUS OE BA RMVL CHANDLER HEIGHTS ROAD IMPRV		
SRP Job # :		SRP Work Order # :	T2165403
Municipality Job # :			
Location:	ARIZONA AVE TO MCQUEEN, CHANDLER, AZ		

This Contract includes the attached Terms and Conditions, and describes the general obligations of SRP and the Municipality. Except as otherwise specifically provided in this Contract, any changes, amendments or modifications to this Contract shall be in writing and signed by both parties.

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

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

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

Conceptual Job Estimate:

Total :	\$69,533.49
Scope :	<ol style="list-style-type: none">1. SRP voluntarily agrees to use commercially reasonable efforts to comply with the Buy America Act.2. If SRP is unclear regarding its obligations under this provision, SRP may seek clarification from City of Chandler by giving City of Chandler written notice of inquiry as soon as reasonably practicable after discovery of the issue. Such requests are limited to only (i) the items SRP cannot find a source to make a qualifying Buy America purchase, (ii) items that SRP can find a source to make a qualifying Buy America purchase, but the lead time for such purchase may unreasonably impact the Project Schedule, and (iii) SRP is unable in good faith to determine whether the Buy America requirements apply to a particular item. City of Chandler will respond to the inquiry in writing within 5 working days. City of Chandler's response will include City of Chandler's recommendation to SRP on how to proceed, but City of Chandler will not direct SRP's activities. SRP shall not be responsible for delays in performance to the extent caused by City of Chandler's recommendations or delays in City of Chandler providing such recommendations.3. As soon as practicable following the execution of this Agreement, SRP will provide to City of

Chandler a list of materials that do not comply with Buy America and an estimated cost of purchasing such materials. City of Chandler will acknowledge receipt of this statement, but will not make judgment as to the validity of the statement.

4. City of Chandler agrees, if it is determined that materials used are not in compliance with Buy America requirements, the maximum SRP liability will be no more than 150 percent of the price attributable to the materials that are not in compliance with Buy America requirements; provided, however, that if SRP has sought clarification of the material requirement under the provisions of paragraph (b) above, and has followed City of Chandler's written recommendations, SRP shall have no liability.

5. City of Chandler understands that SRP's compliance with the Buy America Act may result in longer lead times for ordering materials, vendor-prescribed minimum purchase quantities, and higher material costs. SRP will pass on to City of Chandler any additional costs it incurs as a result of SRP's compliance with the Buy America Act, and SRP will not be liable for schedule delays caused by longer lead times. If there is a minimum purchase quantity requirement, SRP shall deliver and transfer title to excess materials to City of Chandler at agreed locations within the Phoenix metropolitan area at no additional cost to City of Chandler.

6. SRP shall not be responsible for delays caused by changes in the Project Design made by or at the direction of City of Chandler.

Cost is to remove OH line along Chandler Heights Rd. and Crossbow Way. South side of Chandler Heights Rd.



**Design Services Contract (Municipal-Distribution)
(Continued)**

SRP shall not be required to perform inspections or begin any construction or installation work on the Project until Municipality (i) approves and returns the signed Construction Services Contract that will be provided upon completion of this Design Services Contract, (ii) accepts the completed design drawings by signing them, (iii) pays SRP the specified fees for construction of the Project, (iv) provides SRP the approved Municipal permit(s) and (v) provides to SRP a copy of a deed or deeds evidencing ownership of all the real property that is encompassed within or will be affected by the Project or other written documentation acceptable to SRP that establishes Municipality's authority in connection with the Project before SRP will begin any construction or installation work under this Contract. If Municipality is unable to provide such documentation, and as a result SRP is required to modify its designs for the Project, Municipality shall be responsible for paying additional costs of the redesign work. If Municipality changes the Project, or if there is any change to the information regarding the Project provided by Municipality and relied upon by SRP, SRP will charge Municipality and Municipality 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 Municipality constitutes an offer to perform the design services on the terms and conditions set forth in this Contract. Municipality may accept this offer by signing this Contract (with no additions, deletions, or modifications) and returning it to SRP. This offer shall expire if Municipality has not signed and returned this Contract to SRP within 120 days of the date first set forth above.

Municipality understands and agrees to the terms and conditions of this Contract. The undersigned represents and warrants that he or she has the authority to sign this Contract on behalf of Municipality.

Authorized Signature: _____

Date: _____

Company Name: _____

Title: _____

Printed Name: _____

**SRP Authorized
Signature:** _____

Date: _____

Printed Name: _____ Bruce Souder

Email: _____

APPROVED AS TO FORM

CITY ATTORNEY *JS*



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. Municipality shall timely provide SRP all drawings and data requested by SRP that are pertinent to the design of the Municipality Project. SRP shall review such drawings and data for compatibility with SRP facilities and shall have sole discretion in determining whether the Municipality facilities may be used with SRP's facilities.
4. Before beginning construction, Municipality shall provide SRP executed originals of the 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. Municipality understands and agrees that SRP shall have no obligation to provide electric service to the Project unless and until Municipality has provided all such easements. Municipality, at all times, shall permit SRP to access and maintain any SRP electric facility on Municipality property.
5. Municipality shall require that any construction work performed by Municipality 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. Municipality shall secure all required State, County, and local permits and approvals.
7. If Municipality decides to provide trenching, provision and installation of conduit, backfilling and/or surveying, ("Municipality Work"), then all Municipality Work shall conform to SRP's standards, and Municipality shall permit SRP to inspect, at any time, any Municipality Work or Municipality-provided facility. If Municipality decides to provide surveying, then Municipality shall be responsible for setting or verification of road right-of-way monuments and/or construction staking, and Municipality 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 staked at Municipality's expense. Any inspection by SRP shall not be deemed an approval of any Municipality-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 Municipality 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, attorney's fees, witness fees of any type, losses, damages, expenses and liabilities ("Claims") arising out of or relating to Municipality's performance of the Municipality Work, including without limitation Municipality's breach of its obligations under this Agreement or Claims arising out of the performance of Municipality Work.
9. Prior to SRP's installing any electric facility, the Municipality shall install all water and sewer facilities and backfill. Municipality shall not install any curb, sidewalk, paving, or any conflicting foundation within the Project boundaries until SRP completes the installation of the electric facilities. Municipality shall and hereby does release SRP from any loss, damage, liability, cost, or expense incurred by Municipality arising out of (i) any delay by SRP in performing or completing its work or inspecting any Municipality Work or (ii) any loss or damage to any installation prohibited by this Section 9, even if such damage was caused by the negligent or intentional act or omission of SRP.
10. Municipality shall permit SRP to inspect, at any time, any Municipality provided facility. Any inspection by SRP shall not be deemed an approval of any Municipality provided facility or a waiver by SRP of any right to enforce strict compliance with the terms and conditions of this Contract.



**Terms and Conditions
(Continued)**

11. Municipality, upon demand, shall reimburse SRP for the costs of relocation of facilities found to be installed at the wrong location or grade due to Municipality requested changes in property lines, easement grade, and/or errors in staking, trenching, or survey.
12. If Municipality's load grows to a total coincident demand of 6,740 kVA or greater, but less than 11,800 kVA, the load will be served from at least one dedicated SRP feeder circuit or a substation dedicated to serve only Municipality. Any dedicated feeder circuit(s) or substations shall be provided by SRP at the sole expense of Municipality. Notwithstanding the foregoing, Municipality may elect to provide its own substation at Municipality's sole expense. Any dedicated substation, whether provided by SRP or Municipality, shall be owned, operated, and maintained by Municipality or its agents at Municipality's sole expense.
13. 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 Municipality 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 Municipality 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.
14. The title to all work performed by SRP, or performed by Municipality at SRP's request and accepted by SRP, shall remain with SRP at all times.
15. Municipality shall meet with an SRP inspector before construction begins. The meeting may be scheduled by calling SRP Inspection Scheduling.



Construction Services Contract (Municipal-Distribution)

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

SRP Contact: Bruce Souder
 Contact Phone: 602-236-0692
 Contact Fax:
 Date: 01/11/2018

ATTN: Dennis Aust
 City of Chandler
 215 E Buffalo St.
 Chandler, AZ 85225

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Municipality Job # :			
Location :	ARIZONA AVE TO MCQUEEN, CHANDLER, AZ		

Municipality acknowledges that it previously entered into a design services contract with SRP for the Project. Municipality 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 Terms and Conditions and describes the general obligations of SRP and the Municipality. Except as otherwise specifically provided in this Contract, 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, Municipality shall pay SRP the following non-refundable fees:

Description	Amount	Survey	Trench, Conduit
CIAC Fee :	\$69,533.49		
Scope :	<p>1. SRP voluntarily agrees to use commercially reasonable efforts to comply with the Buy America Act.</p> <p>2. If SRP is unclear regarding its obligations under this provision, SRP may seek clarification from City of Chandler by giving City of Chandler written notice of inquiry as soon as reasonably practicable after discovery of the issue. Such requests are limited to only (i) the items SRP cannot find a source to make a qualifying Buy America purchase, (ii) items that SRP can find a source to make a qualifying Buy America purchase, but the lead time for such purchase may unreasonably impact the Project Schedule, and (iii) SRP is unable in good faith to determine whether the Buy America requirements apply to a particular item. City of Chandler will respond to the inquiry in writing within 5 working days. City of Chandler's response will include City of Chandler's recommendation to SRP on how to proceed, but City of Chandler will not direct SRP's activities. SRP shall not be responsible for delays in performance to the extent caused by City of Chandler's recommendations or delays in City of Chandler providing such recommendations.</p> <p>3. As soon as practicable following the execution of this Agreement, SRP will provide to City of Chandler a list of materials that do not comply with Buy America and an estimated cost of purchasing such materials. City of Chandler will acknowledge receipt of this statement, but will not make judgment as to the validity of the statement.</p> <p>4. City of Chandler agrees, if it is determined that materials used are not in compliance with Buy America requirements, the maximum SRP liability will be no more than 150 percent of the price attributable to the materials that are not in compliance with Buy America requirements; provided, however, that if SRP has sought clarification of the material requirement under the provisions of paragraph (b) above, and has followed City of Chandler's written recommendations, SRP shall have no liability.</p> <p>5. City of Chandler understands that SRP's compliance with the Buy America Act may result in longer lead times for ordering materials, vendor-prescribed minimum purchase quantities, and</p>		

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Construction Services Contract (Municipal-Distribution)
(Continued)

Municipality understands and agrees to the terms and conditions of this Contract. The undersigned represents and warrants that he or she has the authority to sign this Contract on behalf of Municipality.

Customer Legal

Signature: _____

Date: _____

Company Name: _____

Title: _____

Printed Name: _____

SRP Authorized

Signature: _____

Date: _____

Printed Name: Bruce Souder

Email: BRUCE.SOUDER@SRPNET.COM

APPROVED AS TO FORM

CITY ATTORNEY

A handwritten signature in black ink, appearing to be "BS", is written over a horizontal line.



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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8. SRP shall not be responsible for, and Municipality 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, attorney's fees, witness fees of any type, losses, damages, expenses and liabilities ("Claims") arising out of or relating to Municipality's performance of the Municipality Work, including without limitation Municipality's breach of its obligations under this Agreement or Claims arising out of the performance of Municipality Work.
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**Terms and Conditions
(Continued)**

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Construction Services Contract (Municipal-Distribution)

CUSTOMER IMPROVEMENTS

SRP-XCT 341

P.O. Box 52025

Phoenix, AZ 85072-2025

SRP Contact:

Bruce Souder

Contact Phone:

602-236-0692

Contact Fax:

Date:

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ATTN: Dennis Aust

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215 E Buffalo St.

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SRP Job # :		SRP Work Order #:	T2165450
Municipality Job # :			
Location :	ARIZONA AVE TO MCQUEEN, CHANDLER, AZ		

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Description	Amount	Survey	Trench, Conduit
CIAC Fee :	\$347,649.40		
Scope :	<ol style="list-style-type: none">1. SRP voluntarily agrees to use commercially reasonable efforts to comply with the Buy America Act.2. If SRP is unclear regarding its obligations under this provision, SRP may seek clarification from City of Chandler by giving City of Chandler written notice of inquiry as soon as reasonably practicable after discovery of the issue. Such requests are limited to only (i) the items SRP cannot find a source to make a qualifying Buy America purchase, (ii) items that SRP can find a source to make a qualifying Buy America purchase, but the lead time for such purchase may unreasonably impact the Project Schedule, and (iii) SRP is unable in good faith to determine whether the Buy America requirements apply to a particular item. City of Chandler will respond to the inquiry in writing within 5 working days. City of Chandler's response will include City of Chandler's recommendation to SRP on how to proceed, but City of Chandler will not direct SRP's activities. SRP shall not be responsible for delays in performance to the extent caused by City of Chandler's recommendations or delays in City of Chandler providing such recommendations.3. As soon as practicable following the execution of this Agreement, SRP will provide to City of Chandler a list of materials that do not comply with Buy America and an estimated cost of purchasing such materials. City of Chandler will acknowledge receipt of this statement, but will not make judgment as to the validity of the statement.4. City of Chandler agrees, if it is determined that materials used are not in compliance with Buy America requirements, the maximum SRP liability will be no more than 150 percent of the price attributable to the materials that are not in compliance with Buy America requirements; provided, however, that if SRP has sought clarification of the material requirement under the provisions of paragraph (b) above, and has followed City of Chandler's written recommendations, SRP shall have no liability.5. City of Chandler understands that SRP's compliance with the Buy America Act may result in longer lead times for ordering materials, vendor-prescribed minimum purchase quantities, and		

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6. SRP shall not be responsible for delays caused by changes in the Project Design made by or at the direction of City of Chandler.

Cost is to convert OH electric facilities to UG electric facilities on south side of Chandler Heights Rd. and Crossbow way south side frontage. Customer responsible for all trench and conduit. Cost also includes relocation of existing UG line along the south side of Chandler Heights Rd. along Bear Creek golf complex.

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)

Municipality understands and agrees to the terms and conditions of this Contract. The undersigned represents and warrants that he or she has the authority to sign this Contract on behalf of Municipality.

Customer Legal

Signature: _____

Date: _____

Company Name: _____

Title: _____

Printed Name: _____

SRP Authorized
Signature: _____

Date: _____

Printed Name: Bruce Souder

Email: bruce.souder@srpnet.com

APPROVED AS TO FORM

CITY ATTORNEY



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. Municipality shall timely provide SRP all drawings and data requested by SRP that are pertinent to the design of the Municipality Project. SRP shall review such drawings and data for compatibility with SRP facilities and shall have sole discretion in determining whether the Municipality facilities may be used with SRP's facilities.
4. Before beginning construction, Municipality shall provide SRP executed originals of the 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. Municipality understands and agrees that SRP shall have no obligation to provide electric service to the Project unless and until Municipality has provided all such easements. Municipality, at all times, shall permit SRP to access and maintain any SRP electric facility on Municipality property.
5. Municipality shall require that any construction work performed by Municipality 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. Municipality shall secure all required State, County, and local permits and approvals.
7. If Municipality decides to provide trenching, provision and installation of conduit, backfilling and/or surveying, ("Municipality Work"), then all Municipality Work shall conform to SRP's standards, and Municipality shall permit SRP to inspect, at any time, any Municipality Work or Municipality-provided facility. If Municipality decides to provide surveying, then Municipality shall be responsible for setting or verification of road right-of-way monuments and/or construction staking, and Municipality 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 staked at Municipality's expense. Any inspection by SRP shall not be deemed an approval of any Municipality-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 Municipality 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, attorney's fees, witness fees of any type, losses, damages, expenses and liabilities ("Claims") arising out of or relating to Municipality's performance of the Municipality Work, including without limitation Municipality's breach of its obligations under this Agreement or Claims arising out of the performance of Municipality Work.
9. Prior to SRP's installing any electric facility, the Municipality shall install all water and sewer facilities and backfill. Municipality shall not install any curb, sidewalk, paving, or any conflicting foundation within the Project boundaries until SRP completes the installation of the electric facilities. Municipality shall and hereby does release SRP from any loss, damage, liability, cost, or expense incurred by Municipality arising out of (i) any delay by SRP in performing or completing its work or inspecting any Municipality Work or (ii) any loss or damage to any installation prohibited by this Section 9, even if such damage was caused by the negligent or intentional act or omission of SRP.
10. Municipality shall permit SRP to inspect, at any time, any Municipality provided facility. Any inspection by SRP shall not be deemed an approval of any Municipality provided facility or a waiver by SRP of any right to enforce strict compliance with the terms and conditions of this Contract.



**Terms and Conditions
(Continued)**

11. Municipality, upon demand, shall reimburse SRP for the costs of relocation of facilities found to be installed at the wrong location or grade due to Municipality requested changes in property lines, easement grade, and/or errors in staking, trenching, or survey.
12. If Municipality's load grows to a total coincident demand of 6,740 kVA or greater, but less than 11,800 kVA, the load will be served from at least one dedicated SRP feeder circuit or a substation dedicated to serve only Municipality. Any dedicated feeder circuit(s) or substations shall be provided by SRP at the sole expense of Municipality. Notwithstanding the foregoing, Municipality may elect to provide its own substation at Municipality's sole expense. Any dedicated substation, whether provided by SRP or Municipality, shall be owned, operated, and maintained by Municipality or its agents at Municipality's sole expense.
13. 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 Municipality 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 Municipality 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.
14. The title to all work performed by SRP, or performed by Municipality at SRP's request and accepted by SRP, shall remain with SRP at all times.
15. Municipality shall meet with an SRP inspector before construction begins. The meeting may be scheduled by calling SRP Inspection Scheduling.



Design Services Contract (Municipal-Distribution)

CUSTOMER IMPROVEMENTS

SRP-XCT 341
P.O. Box 52025
Phoenix, AZ 85072-2015

SRP Contact: Bruce Souder
Contact Phone: 602-236-0692
Contact Fax :
Date: 01/11/2018

ATTN: Dennis Aust
City of Chandler
215 E Buffalo St.
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 (Municipality) enter into this contract (Contract) for the design of electrical facilities for the following Municipality project (Project):

Job Name :	CUS UE BA CONV CHANDLER HEIGHTS ROAD IMPRV		
SRP Job # :		SRP Work Order # :	T2165450
Municipality Job # :			
Location:	ARIZONA AVE TO MCQUEEN, CHANDLER, AZ		

This Contract includes the attached Terms and Conditions, and describes the general obligations of SRP and the Municipality. Except as otherwise specifically provided in this Contract, any changes, amendments or modifications to this Contract shall be in writing and signed by both parties.

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

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

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

Conceptual Job Estimate:

Total :	\$347,649.40
Scope :	<ol style="list-style-type: none"> 1. SRP voluntarily agrees to use commercially reasonable efforts to comply with the Buy America Act. 2. If SRP is unclear regarding its obligations under this provision, SRP may seek clarification from City of Chandler by giving City of Chandler written notice of inquiry as soon as reasonably practicable after discovery of the issue. Such requests are limited to only (i) the items SRP cannot find a source to make a qualifying Buy America purchase, (ii) items that SRP can find a source to make a qualifying Buy America purchase, but the lead time for such purchase may unreasonably impact the Project Schedule, and (iii) SRP is unable in good faith to determine whether the Buy America requirements apply to a particular item. City of Chandler will respond to the inquiry in writing within 5 working days. City of Chandler's response will include City of Chandler's recommendation to SRP on how to proceed, but City of Chandler will not direct SRP's activities. SRP shall not be responsible for delays in performance to the extent caused by City of Chandler's recommendations or delays in City of Chandler providing such recommendations. 3. As soon as practicable following the execution of this Agreement, SRP will provide to City of

Chandler a list of materials that do not comply with Buy America and an estimated cost of purchasing such materials. City of Chandler will acknowledge receipt of this statement, but will not make judgment as to the validity of the statement.

4. City of Chandler agrees, if it is determined that materials used are not in compliance with Buy America requirements, the maximum SRP liability will be no more than 150 percent of the price attributable to the materials that are not in compliance with Buy America requirements; provided, however, that if SRP has sought clarification of the material requirement under the provisions of paragraph (b) above, and has followed City of Chandler's written recommendations, SRP shall have no liability.

5. City of Chandler understands that SRP's compliance with the Buy America Act may result in longer lead times for ordering materials, vendor-prescribed minimum purchase quantities, and higher material costs. SRP will pass on to City of Chandler any additional costs it incurs as a result of SRP's compliance with the Buy America Act, and SRP will not be liable for schedule delays caused by longer lead times. If there is a minimum purchase quantity requirement, SRP shall deliver and transfer title to excess materials to City of Chandler at agreed locations within the Phoenix metropolitan area at no additional cost to City of Chandler.

6. SRP shall not be responsible for delays caused by changes in the Project Design made by or at the direction of City of Chandler.

Cost is to convert OH electric facilities to UG electric facilities on south side of Chandler Heights Rd. and Crossbow way south side frontage. Customer responsible for all trench and conduit. Cost also includes relocation of existing UG line along the south side of Chandler Heights Rd. along Bear Creek golf complex.



<p align="center">Design Services Contract (Municipal-Distribution) (Continued)</p>

SRP shall not be required to perform inspections or begin any construction or installation work on the Project until Municipality (i) approves and returns the signed Construction Services Contract that will be provided upon completion of this Design Services Contract, (ii) accepts the completed design drawings by signing them, (iii) pays SRP the specified fees for construction of the Project, (iv) provides SRP the approved Municipal permit(s) and (v) provides to SRP a copy of a deed or deeds evidencing ownership of all the real property that is encompassed within or will be affected by the Project or other written documentation acceptable to SRP that establishes Municipality's authority in connection with the Project before SRP will begin any construction or installation work under this Contract. If Municipality is unable to provide such documentation, and as a result SRP is required to modify its designs for the Project, Municipality shall be responsible for paying additional costs of the redesign work. If Municipality changes the Project, or if there is any change to the information regarding the Project provided by Municipality and relied upon by SRP, SRP will charge Municipality and Municipality 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 Municipality constitutes an offer to perform the design services on the terms and conditions set forth in this Contract. Municipality may accept this offer by signing this Contract (with no additions, deletions, or modifications) and returning it to SRP. This offer shall expire if Municipality has not signed and returned this Contract to SRP within 120 days of the date first set forth above.

Municipality understands and agrees to the terms and conditions of this Contract. The undersigned represents and warrants that he or she has the authority to sign this Contract on behalf of Municipality.

Authorized Signature: _____

Date: _____

Company Name: _____

Title: _____

Printed Name: _____

**SRP Authorized
Signature:** _____

Date: _____

Printed Name: _____ Bruce Souder

Email: bruce.souder@srpnet.com

APPROVED AS TO FORM

CITY ATTORNEY



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. Municipality shall timely provide SRP all drawings and data requested by SRP that are pertinent to the design of the Municipality Project. SRP shall review such drawings and data for compatibility with SRP facilities and shall have sole discretion in determining whether the Municipality facilities may be used with SRP's facilities.
4. Before beginning construction, Municipality shall provide SRP executed originals of the 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. Municipality understands and agrees that SRP shall have no obligation to provide electric service to the Project unless and until Municipality has provided all such easements. Municipality, at all times, shall permit SRP to access and maintain any SRP electric facility on Municipality property.
5. Municipality shall require that any construction work performed by Municipality 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. Municipality shall secure all required State, County, and local permits and approvals.
7. If Municipality decides to provide trenching, provision and installation of conduit, backfilling and/or surveying, ("Municipality Work"), then all Municipality Work shall conform to SRP's standards, and Municipality shall permit SRP to inspect, at any time, any Municipality Work or Municipality-provided facility. If Municipality decides to provide surveying, then Municipality shall be responsible for setting or verification of road right-of-way monuments and/or construction staking, and Municipality 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 staked at Municipality's expense. Any inspection by SRP shall not be deemed an approval of any Municipality-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 Municipality 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, attorney's fees, witness fees of any type, losses, damages, expenses and liabilities ("Claims") arising out of or relating to Municipality's performance of the Municipality Work, including without limitation Municipality's breach of its obligations under this Agreement or Claims arising out of the performance of Municipality Work.
9. Prior to SRP's installing any electric facility, the Municipality shall install all water and sewer facilities and backfill. Municipality shall not install any curb, sidewalk, paving, or any conflicting foundation within the Project boundaries until SRP completes the installation of the electric facilities. Municipality shall and hereby does release SRP from any loss, damage, liability, cost, or expense incurred by Municipality arising out of (i) any delay by SRP in performing or completing its work or inspecting any Municipality Work or (ii) any loss or damage to any installation prohibited by this Section 9, even if such damage was caused by the negligent or intentional act or omission of SRP.
10. Municipality shall permit SRP to inspect, at any time, any Municipality provided facility. Any inspection by SRP shall not be deemed an approval of any Municipality provided facility or a waiver by SRP of any right to enforce strict compliance with the terms and conditions of this Contract.



**Terms and Conditions
(Continued)**

11. Municipality, upon demand, shall reimburse SRP for the costs of relocation of facilities found to be installed at the wrong location or grade due to Municipality requested changes in property lines, easement grade, and/or errors in staking, trenching, or survey.
12. If Municipality's load grows to a total coincident demand of 6,740 kVA or greater, but less than 11,800 kVA, the load will be served from at least one dedicated SRP feeder circuit or a substation dedicated to serve only Municipality. Any dedicated feeder circuit(s) or substations shall be provided by SRP at the sole expense of Municipality. Notwithstanding the foregoing, Municipality may elect to provide its own substation at Municipality's sole expense. Any dedicated substation, whether provided by SRP or Municipality, shall be owned, operated, and maintained by Municipality or its agents at Municipality's sole expense.
13. 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 Municipality 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 Municipality 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.
14. The title to all work performed by SRP, or performed by Municipality at SRP's request and accepted by SRP, shall remain with SRP at all times.
15. Municipality shall meet with an SRP inspector before construction begins. The meeting may be scheduled by calling SRP Inspection Scheduling.



Design Services Contract (Municipal-Distribution)

CUSTOMER IMPROVEMENTS

SRP-XCT 341

P.O. Box 52025

Phoenix, AZ 85072-2015

ATTN: Dennis Aust

City of Chandler

215 E Buffalo St.

Chandler, AZ 85225

SRP Contact:

Bruce Souder

Contact Phone:

602-236-0692

Contact Fax :

Date:

01/11/2018

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 (Municipality) enter into this contract (Contract) for the design of electrical facilities for the following Municipality project (Project):

Job Name :	CUS UE BA STLT RELO CHANDLER HEIGHTS ROAD IMPRV		
SRP Job # :		SRP Work Order # :	T2165407
Municipality Job # :			
Location:	ARIZONA AVE TO MCQUEEN, CHANDLER, AZ		

This Contract includes the attached Terms and Conditions, and describes the general obligations of SRP and the Municipality. Except as otherwise specifically provided in this Contract, any changes, amendments or modifications to this Contract shall be in writing and signed by both parties.

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

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

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

Conceptual Job Estimate:

Total :	\$162,207.45
Scope :	<ol style="list-style-type: none">1. SRP voluntarily agrees to use commercially reasonable efforts to comply with the Buy America Act.2. If SRP is unclear regarding its obligations under this provision, SRP may seek clarification from City of Chandler by giving City of Chandler written notice of inquiry as soon as reasonably practicable after discovery of the issue. Such requests are limited to only (i) the items SRP cannot find a source to make a qualifying Buy America purchase, (ii) items that SRP can find a source to make a qualifying Buy America purchase, but the lead time for such purchase may unreasonably impact the Project Schedule, and (iii) SRP is unable in good faith to determine whether the Buy America requirements apply to a particular item. City of Chandler will respond to the inquiry in writing within 5 working days. City of Chandler's response will include City of Chandler's recommendation to SRP on how to proceed, but City of Chandler will not direct SRP's activities. SRP shall not be responsible for delays in performance to the extent caused by City of Chandler's recommendations or delays in City of Chandler providing such recommendations.3. As soon as practicable following the execution of this Agreement, SRP will provide to City of

Chandler a list of materials that do not comply with Buy America and an estimated cost of purchasing such materials. City of Chandler will acknowledge receipt of this statement, but will not make judgment as to the validity of the statement.

4. City of Chandler agrees, if it is determined that materials used are not in compliance with Buy America requirements, the maximum SRP liability will be no more than 150 percent of the price attributable to the materials that are not in compliance with Buy America requirements; provided, however, that if SRP has sought clarification of the material requirement under the provisions of paragraph (b) above, and has followed City of Chandler's written recommendations, SRP shall have no liability.

5. City of Chandler understands that SRP's compliance with the Buy America Act may result in longer lead times for ordering materials, vendor-prescribed minimum purchase quantities, and higher material costs. SRP will pass on to City of Chandler any additional costs it incurs as a result of SRP's compliance with the Buy America Act, and SRP will not be liable for schedule delays caused by longer lead times. If there is a minimum purchase quantity requirement, SRP shall deliver and transfer title to excess materials to City of Chandler at agreed locations within the Phoenix metropolitan area at no additional cost to City of Chandler.

6. SRP shall not be responsible for delays caused by changes in the Project Design made by or at the direction of City of Chandler.

Cost is for st. light facilities along Chandler Heights Rd. with lights on the north and the south side of Chandler Heights Rd. from Arizona Ave to McQueen Rd. Included is labor and material for st. light conductors and mole assemblies. Customer responsible for trench and conduit work. Customer responsible for staking st. light locations, customer to install st. lights and j-boxes per City of Chandler approved plans, customer installed SRP st. light j-boxes to be located within 2' of st. light locations.



**Design Services Contract (Municipal-Distribution)
(Continued)**

SRP shall not be required to perform inspections or begin any construction or installation work on the Project until Municipality (i) approves and returns the signed Construction Services Contract that will be provided upon completion of this Design Services Contract, (ii) accepts the completed design drawings by signing them, (iii) pays SRP the specified fees for construction of the Project, (iv) provides SRP the approved Municipal permit(s) and (v) provides to SRP a copy of a deed or deeds evidencing ownership of all the real property that is encompassed within or will be affected by the Project or other written documentation acceptable to SRP that establishes Municipality's authority in connection with the Project before SRP will begin any construction or installation work under this Contract. If Municipality is unable to provide such documentation, and as a result SRP is required to modify its designs for the Project, Municipality shall be responsible for paying additional costs of the redesign work. If Municipality changes the Project, or if there is any change to the information regarding the Project provided by Municipality and relied upon by SRP, SRP will charge Municipality and Municipality 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 Municipality constitutes an offer to perform the design services on the terms and conditions set forth in this Contract. Municipality may accept this offer by signing this Contract (with no additions, deletions, or modifications) and returning it to SRP. This offer shall expire if Municipality has not signed and returned this Contract to SRP within 120 days of the date first set forth above.

Municipality understands and agrees to the terms and conditions of this Contract. The undersigned represents and warrants that he or she has the authority to sign this Contract on behalf of Municipality.

Authorized Signature: _____

Date: _____

Company Name: _____

Title: _____

Printed Name: _____

**SRP Authorized
Signature:** _____

Date: _____

Printed Name: _____ Bruce Souder

Email: bruce.souder@srpnet.com

APPROVED AS TO FORM

CITY ATTORNEY



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. Municipality shall timely provide SRP all drawings and data requested by SRP that are pertinent to the design of the Municipality Project. SRP shall review such drawings and data for compatibility with SRP facilities and shall have sole discretion in determining whether the Municipality facilities may be used with SRP's facilities.
4. Before beginning construction, Municipality shall provide SRP executed originals of the 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. Municipality understands and agrees that SRP shall have no obligation to provide electric service to the Project unless and until Municipality has provided all such easements. Municipality, at all times, shall permit SRP to access and maintain any SRP electric facility on Municipality property.
5. Municipality shall require that any construction work performed by Municipality 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. Municipality shall secure all required State, County, and local permits and approvals.
7. If Municipality decides to provide trenching, provision and installation of conduit, backfilling and/or surveying, ("Municipality Work"), then all Municipality Work shall conform to SRP's standards, and Municipality shall permit SRP to inspect, at any time, any Municipality Work or Municipality-provided facility. If Municipality decides to provide surveying, then Municipality shall be responsible for setting or verification of road right-of-way monuments and/or construction staking, and Municipality 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 staked at Municipality's expense. Any inspection by SRP shall not be deemed an approval of any Municipality-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 Municipality 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, attorney's fees, witness fees of any type, losses, damages, expenses and liabilities ("Claims") arising out of or relating to Municipality's performance of the Municipality Work, including without limitation Municipality's breach of its obligations under this Agreement or Claims arising out of the performance of Municipality Work.
9. Prior to SRP's installing any electric facility, the Municipality shall install all water and sewer facilities and backfill. Municipality shall not install any curb, sidewalk, paving, or any conflicting foundation within the Project boundaries until SRP completes the installation of the electric facilities. Municipality shall and hereby does release SRP from any loss, damage, liability, cost, or expense incurred by Municipality arising out of (i) any delay by SRP in performing or completing its work or inspecting any Municipality Work or (ii) any loss or damage to any installation prohibited by this Section 9, even if such damage was caused by the negligent or intentional act or omission of SRP.
10. Municipality shall permit SRP to inspect, at any time, any Municipality provided facility. Any inspection by SRP shall not be deemed an approval of any Municipality provided facility or a waiver by SRP of any right to enforce strict compliance with the terms and conditions of this Contract.



**Terms and Conditions
(Continued)**

11. Municipality, upon demand, shall reimburse SRP for the costs of relocation of facilities found to be installed at the wrong location or grade due to Municipality requested changes in property lines, easement grade, and/or errors in staking, trenching, or survey.
12. If Municipality's load grows to a total coincident demand of 6,740 kVA or greater, but less than 11,800 kVA, the load will be served from at least one dedicated SRP feeder circuit or a substation dedicated to serve only Municipality. Any dedicated feeder circuit(s) or substations shall be provided by SRP at the sole expense of Municipality. Notwithstanding the foregoing, Municipality may elect to provide its own substation at Municipality's sole expense. Any dedicated substation, whether provided by SRP or Municipality, shall be owned, operated, and maintained by Municipality or its agents at Municipality's sole expense.
13. 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 Municipality 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 Municipality 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.
14. The title to all work performed by SRP, or performed by Municipality at SRP's request and accepted by SRP, shall remain with SRP at all times.
15. Municipality shall meet with an SRP inspector before construction begins. The meeting may be scheduled by calling SRP Inspection Scheduling.



Construction Services Contract (Municipal-Distribution)

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

SRP Contact: Bruce Souder
 Contact Phone: 602-236-0692
 Contact Fax:
 Date: 01/11/2018

ATTN: Dennis Aust
 City of Chandler
 215 E Buffalo St.
 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, (Municipality) enter into this contract (Contract) for the construction of electrical facilities for the following Municipality project (Project):

Job Name :	CUS UE BA STLT RELO CHANDLER HEIGHTS ROAD IMPRV		
SRP Job # :		SRP Work Order #:	T2165407
Municipality Job # :			
Location :	ARIZONA AVE TO MCQUEEN, CHANDLER, AZ		

Municipality acknowledges that it previously entered into a design services contract with SRP for the Project. Municipality 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 Terms and Conditions and describes the general obligations of SRP and the Municipality. Except as otherwise specifically provided in this Contract, 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, Municipality shall pay SRP the following non-refundable fees:

Description	Amount	Survey	Trench, Conduit
CIAC Fee :	\$162,207.45		
Scope :	<p>1. SRP voluntarily agrees to use commercially reasonable efforts to comply with the Buy America Act.</p> <p>2. If SRP is unclear regarding its obligations under this provision, SRP may seek clarification from City of Chandler by giving City of Chandler written notice of inquiry as soon as reasonably practicable after discovery of the issue. Such requests are limited to only (i) the items SRP cannot find a source to make a qualifying Buy America purchase, (ii) items that SRP can find a source to make a qualifying Buy America purchase, but the lead time for such purchase may unreasonably impact the Project Schedule, and (iii) SRP is unable in good faith to determine whether the Buy America requirements apply to a particular item. City of Chandler will respond to the inquiry in writing within 5 working days. City of Chandler's response will include City of Chandler's recommendation to SRP on how to proceed, but City of Chandler will not direct SRP's activities. SRP shall not be responsible for delays in performance to the extent caused by City of Chandler's recommendations or delays in City of Chandler providing such recommendations.</p> <p>3. As soon as practicable following the execution of this Agreement, SRP will provide to City of Chandler a list of materials that do not comply with Buy America and an estimated cost of purchasing such materials. City of Chandler will acknowledge receipt of this statement, but will not make judgment as to the validity of the statement.</p> <p>4. City of Chandler agrees, if it is determined that materials used are not in compliance with Buy America requirements, the maximum SRP liability will be no more than 150 percent of the price attributable to the materials that are not in compliance with Buy America requirements; provided, however, that if SRP has sought clarification of the material requirement under the provisions of paragraph (b) above, and has followed City of Chandler's written recommendations, SRP shall have no liability.</p> <p>5. City of Chandler understands that SRP's compliance with the Buy America Act may result in longer lead times for ordering materials, vendor-prescribed minimum purchase quantities, and</p>		

higher material costs. SRP will pass on to City of Chandler any additional costs it incurs as a result of SRP's compliance with the Buy America Act, and SRP will not be liable for schedule delays caused by longer lead times. If there is a minimum purchase quantity requirement, SRP shall deliver and transfer title to excess materials to City of Chandler at agreed locations within the Phoenix metropolitan area at no additional cost to City of Chandler
6. SRP shall not be responsible for delays caused by changes in the Project Design made by or at the direction of City of Chandler.

Cost is for st. light facilities along Chandler Heights Rd. with lights on the north and the south side of Chandler Heights Rd. from Arizona Ave to McQueen Rd. Included is labor and material for st. light conductors and mole assemblies. Customer responsible for trench and conduit work. Customer responsible for staking st. light locations, customer to install st. lights and j-boxes per City of Chandler approved plans, customer installed SRP st. light j-boxes to be located within 2' of st. light locations.

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)**

Municipality understands and agrees to the terms and conditions of this Contract. The undersigned represents and warrants that he or she has the authority to sign this Contract on behalf of Municipality.

**Customer Legal
Signature:** _____

Date: _____

Company Name: _____

Title: _____

Printed Name: _____

**SRP Authorized
Signature:** _____

Date: _____

Printed Name: Bruce Souder

Email: bruce.souder@srpnet.com

APPROVED AS TO FORM

CITY ATTORNEY



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. Municipality shall timely provide SRP all drawings and data requested by SRP that are pertinent to the design of the Municipality Project. SRP shall review such drawings and data for compatibility with SRP facilities and shall have sole discretion in determining whether the Municipality facilities may be used with SRP's facilities.
4. Before beginning construction, Municipality shall provide SRP executed originals of the 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. Municipality understands and agrees that SRP shall have no obligation to provide electric service to the Project unless and until Municipality has provided all such easements. Municipality, at all times, shall permit SRP to access and maintain any SRP electric facility on Municipality property.
5. Municipality shall require that any construction work performed by Municipality 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. Municipality shall secure all required State, County, and local permits and approvals.
7. If Municipality decides to provide trenching, provision and installation of conduit, backfilling and/or surveying, ("Municipality Work"), then all Municipality Work shall conform to SRP's standards, and Municipality shall permit SRP to inspect, at any time, any Municipality Work or Municipality-provided facility. If Municipality decides to provide surveying, then Municipality shall be responsible for setting or verification of road right-of-way monuments and/or construction staking, and Municipality 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 staked at Municipality's expense. Any inspection by SRP shall not be deemed an approval of any Municipality-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 Municipality 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, attorney's fees, witness fees of any type, losses, damages, expenses and liabilities ("Claims") arising out of or relating to Municipality's performance of the Municipality Work, including without limitation Municipality's breach of its obligations under this Agreement or Claims arising out of the performance of Municipality Work.
9. Prior to SRP's installing any electric facility, the Municipality shall install all water and sewer facilities and backfill. Municipality shall not install any curb, sidewalk, paving, or any conflicting foundation within the Project boundaries until SRP completes the installation of the electric facilities. Municipality shall and hereby does release SRP from any loss, damage, liability, cost, or expense incurred by Municipality arising out of (i) any delay by SRP in performing or completing its work or inspecting any Municipality Work or (ii) any loss or damage to any installation prohibited by this Section 9, even if such damage was caused by the negligent or intentional act or omission of SRP.
10. Municipality shall permit SRP to inspect, at any time, any Municipality provided facility. Any inspection by SRP shall not be deemed an approval of any Municipality provided facility or a waiver by SRP of any right to enforce strict compliance with the terms and conditions of this Contract.



**Terms and Conditions
(Continued)**

11. Municipality, upon demand, shall reimburse SRP for the costs of relocation of facilities found to be installed at the wrong location or grade due to Municipality requested changes in property lines, easement grade, and/or errors in staking, trenching, or survey.
12. If Municipality's load grows to a total coincident demand of 6,740 kVA or greater, but less than 11,800 kVA, the load will be served from at least one dedicated SRP feeder circuit or a substation dedicated to serve only Municipality. Any dedicated feeder circuit(s) or substations shall be provided by SRP at the sole expense of Municipality. Notwithstanding the foregoing, Municipality may elect to provide its own substation at Municipality's sole expense. Any dedicated substation, whether provided by SRP or Municipality, shall be owned, operated, and maintained by Municipality or its agents at Municipality's sole expense.
13. 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 Municipality 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 Municipality 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.
14. The title to all work performed by SRP, or performed by Municipality at SRP's request and accepted by SRP, shall remain with SRP at all times.
15. Municipality shall meet with an SRP inspector before construction begins. The meeting may be scheduled by calling SRP Inspection Scheduling.