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Coord: 26.4E-3.5S

August 10, 2021

John Knudson
Municipal Utility Director
City of Chandler, Municipal Utilities Department
Mail Stop 413, P.O. Box 4008
Chandler, Arizona 85244

RE: SRP Well 26.4E-3.5S (Knox Well)
Design and Construction Agreement – REVISION #3

Dear Mr. Knudson:

Enclosed are two revised copies of the Design and Construction Agreement (“DCA”) for the above referenced project for your review and signature. Revisions to the cost estimate were performed at your request to meet the requirements from Maricopa County.

As previously stated, the design and construction process will begin upon receipt of a signed copy of the DCA. The estimated cost of our service is \$458,030. However, upon project completion a final billing reconciliation will result in a bill for actual cost.

The DCA includes Exhibit A and Exhibit B. Exhibit A is included to identify the scope of work and list the activities and facilities which will be performed by SRP and by the City of Chandler. Exhibit B is included to provide the list of activities by SRP and their estimated cost. Items to be built by the City of Chandler will have no estimated dollar amount and are not included in this estimate.

Payment will be due within 30 days of invoicing. To initiate the project, sign this agreement authorizing SRP to bill the City of Chandler for the actual costs incurred. Please return one signed copy of the DCA including Exhibits A and Exhibit B. to the attention of Andy Johnson, Manager Water Engineering Support, at the above address.

We appreciate the opportunity to provide engineering and construction services for your project. If you have any questions concerning the agreement please contact Rich Haas at 602-236-5192 or email at richard.haas@srpnet.com. All efforts will be made to work with you in a timely manner.

Sincerely,

Robert Pane

Bob Pane
Director, Water Engineering and Transmission

Enclosures

cc: Sharon Morris

bc: Andy Johnson



DESIGN AND CONSTRUCTION AGREEMENT

This Agreement for construction, modification or relocation of facilities (hereinafter AGREEMENT), is entered into by and between the Salt River Valley Water Users' Association (hereinafter ASSOCIATION), and City of Chandler (hereinafter Customer).

WHEREAS, Customer has deemed it necessary or desirable that ASSOCIATION accommodate certain development or other needs of Customer and recognizes that ASSOCIATION is best capable of providing such accommodation, AND;

WHEREAS, ASSOCIATION is capable of providing such accommodation, using its own employees and equipment, unless otherwise provided herein.

THEREFORE, in consideration of the matters described herein and of the mutual benefits and obligations set forth herein, ASSOCIATION and Customer agree as follows:

- 1) ASSOCIATION shall perform the work and services more particularly described in the SCOPE OF WORK (EXHIBIT A), attached hereto, and by this reference incorporated herein.
- 2) ASSOCIATION shall complete the work and services described in EXHIBIT A in a timely manner. In the event ASSOCIATION is delayed in completing the Scope of Work due to acts of God, fire, flood, labor disputes or any other factor beyond the reasonable control of ASSOCIATION, the time for completion shall be extended for a period of time commensurate with the delay so caused.
- 3) ASSOCIATION shall maintain all relevant and applicable insurance coverage's, through its self insurance program or supplementary contracts of insurance it deems necessary.
- 4) ASSOCIATION shall at all times comply with laws applicable to performance hereunder, including acquisition of permits, licenses or other approvals.
- 5) The estimated cost for completing the Scope of Work is \$423,483, however, Customer shall reimburse ASSOCIATION for actual costs incurred in the performance and completion of the work and services described in EXHIBIT A. Payment to ASSOCIATION shall be in accordance with the terms incorporated herein.
- 6) Neither ASSOCIATION nor Customer shall have the right to assign any rights or interest created herein.
- 7) This AGREEMENT shall be governed in all respects by the laws of the state of Arizona.
- 8) Customer shall indemnify and hold harmless ASSOCIATION from liability resulting from or arising out of ASSOCIATION's performance hereunder, whether such liability is for property damage, personal injury or death, unless such liability is attributed to ASSOCIATION's sole, exclusive negligence or willful action. Further, Customer shall release ASSOCIATION from any of its claims related to ASSOCIATION's performance hereunder, unless such claim results from ASSOCIATION's sole, exclusive negligence or willful action.
- 9) In the event of termination of this AGREEMENT prior to the completion of the Scope of Services, Customer shall reimburse ASSOCIATION for the actual cost it incurred to the effective date of such termination, and, if completion of the Scope of Work is essential to restore ASSOCIATION's ability to operate facilities affected by the unfinished Scope of Work, Customer shall reimburse ASSOCIATION in accordance with paragraph 5 herein.
- 10) This AGREEMENT shall constitute the entire agreement between the parties hereto, and any prior or contemporaneous understanding or representation shall not be binding upon either party hereto.

In witness, each party has caused the execution of this Agreement by the undersigned, who is vested with authority to bind such party to the terms and conditions herein.

SALT RIVER VALLEY WATER
USERS' ASSOCIATION:

CUSTOMER:

By: Bob Pane

By: _____
(please print name)

Signature: *Robert Pane* _____

Signature: _____

Date: August 10, 2021 _____

Date: _____

APPROVED AS TO FORM:

CITY ATTORNEY

bm

EXHIBIT “A”

Scope of work for Customer modification to ASSOCIATION well site

ASSOCIATION will provide the following as part of this agreement:

- Electrical, Civil and SCADA design and drafting
- Install Customer conduits for wire and cable
- Relocate existing RTU
- Install wire and cable to chlorination enclosure j-box.
- Install a VFD
- Form and pour concrete pad for VFD
- Install 3 inch PVC conduit as raceway for chlorine discharge line
- Install schedule 80 PVC for all other chlorination lines
- Purchase, install, and insulate eyewash
- Install foundation and drywell for eyewash
- Build and install chlorination service entrance section
- Install Customer mercoids pressure switches, discharge pressure transmitter and water level transducer
- Install Customer discharge pipe with rising stem gate valve, limit switches, production mag meter, check valve, production and waste MDV
- Modify Customers discharge pipe to be DIP
- Remove all connections to Customer discharge pipe and reinstall
- Add pipe supports as needed after modification.

Customer will provide the following as part of this agreement:

- Supply and install chlorination enclosure and equipment
- Make all connections to discharge pipe for chlorination
- Install all hole penetrations in chlorination enclosure for all conduits
- Terminate all wires and cables into chlorination enclosure
- Install a residential water line inside the Association property for eyewash and CL2 building
- Work with Association at startup
- Customer to pressure test all the customers discharge pipe
- Customer to do all disinfection as needed
- Customer to make final tie to their system from the street

EXHIBIT "B"

Cost Summary

SRP Well 26.4E-3.5S Knox Well - 1/2 mile east of Alma School on Knox

SECTION I - SRP Design

Item	Item Description	Unit	Quantity	\$/Unit	Bid	Net Bid
1	Design	EA	1	40,280	40,280	40,280
	a. Electrical					
	b. Mechanical					
	c. Civil					
2	Modification	EA	1	14,700	14,700	14,700
SECTION I TOTALS					\$54,980	\$54,980

SECTION II - SRP Construction

Item	Item Description	Unit	Quantity	\$/Unit	Bid	Net Bid
1	Customer Electrical	EA	1	148,479	148,479	148,479
	a. Install Customer conduit, wire, and cable					
	b. Relocate Customer RTU and conduits for SRP and Customer telemetry					
	c. Trenching for all Customer conduits inside well property					
	d. Purchase and install VFD					
	e. Form and pour concrete pad for VFD					
2	Customer Chlorination	EA	1	50,343	50,343	50,343
	a. Install 3 inch PVC discharge race way and schedule 80 PVC to and from enclosure					
	b. Install chlorination enclosure pad					
	c. Purchase and install eye wash station, foundation, and dry well					
	d. Fabricate and install chlorination service entrance section					
3	Customer Discharge Pipe and Measurement	EA	1	71,870	71,870	71,870
	a. Install city mercoids pressure switches, discharge pressure transmitter, mag meter and water level transducer					
	b. Purchase and install 12 inch production and 8 inch waste Cla-Val's					
	c. Fabricate and install Customer Discharge Pipe					
	d. Install Pipe supports					
4	Modify discharge	EA	1	37,844	37,844	37,844
	a. Remove existing Customers discharge					
	b. Install new DIP discharge					
	d. Install pipe supports as need after modification					
	d. Install pipe supports as need after modification					
SECTION I TOTALS					\$308,536	\$308,536

SECTION III - CHANDLER Construction

Item	Item Description	Unit	Quantity	\$/Unit	Bid	Net Bid
1	Chandler Work	EA	0	0	NO BID	0
	a. Tie new DIP to existing city line.					
	b. Pressure test new line.					
	c. Disinfection of new DIP					
SECTION III TOTALS					\$0	\$0

SECTION I - SRP Design	\$54,980
SECTION II - SRP Construction	\$308,536
SECTION III - Chandler Construction	\$0
Sub Total	\$363,516
Contingency 10%	\$36,352
Sub Total	\$399,868
A&G 16%	\$58,163
Total Estimate	\$458,030