



P.O. Box 52025
Mail Station SSW303
Phoenix, Arizona 85072-2025
(602) 236-5900
www.srpnet.com

Coord: 26.0E-1.7S

December 16, 2021

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

RE: Proposed SRP / Chandler Well
Alma School Road, 600' North of Elliot Road
Design and Construction Agreement

Dear Mr. Knudson:

Enclosed are two ammended copies of the Design and Construction Agreement ("DCA") for the above referenced project for your review and signature. Due to the request to change from steel pipe to DIP by the City of Chandler, the original DCA had to be amended. The DCA signed on 11/14/17 had an estimated cost of \$256,830, which did not include the purchase, design, and installation of the requested DIP. With these changes, the updated estimate total is \$360,197. This cost is included in the ammended Exhibit A and B which show revisions to the design. However, upon project completion, a final billing reconciliation will result in a bill for the actual cost.

Prior to SRP ordering and installing the requested DIP at well 26.0E-1.7S, SRP requests a signed and returned copy of this letter as documentation of the agreement and authorization of this work. Once SRP receives the signed letter, SRP will proceed with the procurement and installation of the DIP under the terms of the original DESIGN AND CONSTUCTION AGREEMENT dated the 20th day of September 2017 (signed by SRP 11/16/16 and Chandler 11/14/17) for this well site. Note that these terms identify Chandler will pay actual SRP costs for the construction of the well site equipment, which shall be understood to include the newly requested work identified in this letter.

This DCA includes an amended Exhibit A, Exhibit B, and a sample Authorization to Bill letter. 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. The Authorization to Bill letter authorizes SRP to bill the City for monthly power usage to operate the City's equipment at the well site.

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 B along with the completed Authorization to Bill letter (on City of Chandler letterhead) to the attention of Andy Johnson, Manager Water Engineering, 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: Andy Johnson

bc: Bob Pane



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 \$360,197, 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. A.R.S. §38-511 applies to this Agreement.

SALT RIVER VALLEY WATER
USERS' ASSOCIATION:

By: Robert Pane
(please print name)

Signature: Robert Pane

Date: 12/16/2021

CUSTOMER:

City of Chandler, an Arizona
municipal corporation

By: _____
(please print name)

Signature: _____
MAYOR

Date: _____

Approved As To Form:

Attest:

CITY ATTORNEY

JNB

CITY CLERK

EXHIBIT “A”

Scope of work for Customer connection 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
- Fabricate and install Customer RTU
- Install wire and cable to chlorination enclosure j-box
- 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 Cla-Val's
- Abandon existing well and remove any unnecessary equipment from the current site at the northwest corner of Alma School Road and Elliot Road (26.0E-2.0S)
- Purchase and install DIP

Customer will provide the following as part of this agreement:

- Provide title to the vacant property that the new SRP well will be located on with the existing Customer equipment abandoned or removed prior to Association taking ownership of said property.
- 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 water lube and Cla-Val operation
- Work with Association at startup

EXHIBIT "B"

Cost Summary

Proposed SRP / Chandler Well 26.0E-1.7S - Alma School Road, about 600' North of Elliot Road

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	19,200	19,200	19,200
SECTION I TOTALS					\$59,480	\$59,480

SECTION II - SRP Construction

Item	Item Description	Unit	Quantity	\$/Unit	Bid	Net Bid
1	Customer Electrical	EA	1	59,678	59,678	59,678
	a. Install Customer conduit, wire, and cable					
	b. Build and install Customer RTU mast					
	c. Trenching for all Customer conduits inside well property					
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 for DIP					
	a. Install New DIP Discharge	EA	1	44,500	44,500	44,500

SECTION I TOTALS

\$226,391

\$226,391

SECTION III - Removals

Item	Item Description	Unit	Quantity	\$/Unit	Bid	Net Bid
1	Customer to abandon and remove existing well and well equipment at	EA	1	0	0	0

SECTION I TOTALS

\$0

\$0

SECTION I - Design by SRP

\$59,480

SECTION II - Construction by SRP

\$226,391

SECTION III - Removals by Customer

\$0

Sub Total	\$285,871
Contingency 10%	\$28,587
Sub Total	\$314,458
A&G 16%	\$45,739
Total Estimate	\$360,197

(City letterhead)

Date:

Bob Pane
Salt River Project
Mail Station SSW303
P.O. Box 52025
Phoenix AZ, 85072-2025

Subject: SRP well site 26.0E-1.7S
Address: (City to provide well site address)

Dear Mr.Pane:

This letter is to confirm our agreement that the City of Chandler will pay the monthly electrical charges for the City equipment at the above well site.

Please send the billing invoice to:
(City address here)

OR

Provide an answer to this question. Does the City want this billing added to the City Summary Billing? If so, please provide the address.

Sincerely,

Title:

Cc: