



Construction Services Contract (Municipal – Distribution)

Customer Improvements
SRP XCT-341
P.O. Box 52025
Phoenix, AZ 85072-2025

Contract #: 4215045
Issue Date: 12/19/2022

ATTN: DAN HASKINS
CITY OF CHANDLER
215 E BUFFLAO ST SU 101
CHANDLER, AZ 85244

SRP Contact: David Calderon
Contact Phone: 602-236-4191
Contact Fax: 602-236-0875

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):

Project:	CUS UE BA COC OCOTILLO RD FROM GILBERT RD - 148TH ST RELOCATION	Work Order #:	T3127612
Location:	OCOTILLO RD FROM 140TH ST-148TH, CHANDLER	Municipality Job #:	ST1616.401

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:

CIAC Fee:	\$425,572.00
Comments:	SRP TO CONVERT THE OVERHEAD FACILITIES TO UNDERGROUND FACILITIES ALONG THE NORTH SIDE OF OCOTILLO ROAD BETWEEN 140TH STREET AND COBBLESTONE.

SRP shall not be required to perform inspections or begin any construction or installation work on the Project until Municipality (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 Municipality's authority in connection with the Project. 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 construction 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 day 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.



Construction Contract

For Customer: City of Chandler

MAYOR

Recommended By: _____

K Moon

2/7/2023

Date: _____

Printed Name: Kimberly Moon, P.E.

Title: CIP City Engineer

Approved as to Form: _____

City Attorney

[Signature]

Attest: _____

City Clerk

Seal

For SRP:

Authorized Signature: _____

Date: _____

Printed Name: _____

Title: _____



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 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.
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. 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.
13. 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.
14. Municipality shall meet with an SRP inspector before construction begins. The meeting may be scheduled by calling SRP Inspection Scheduling.
15. A.R.S. § 38-511 applies to this agreement.



DAN HASKINS
CHANDLER CITY OF
PO Box 4008
MAIL STOP 407
CHANDLER AZ 85244-4008
USA

Due Date:	02/17/2023
Invoice Date:	12/19/2022
Invoice Number:	6000101964
Customer Number:	100410
Net Amount Due:	\$ 425,572.00
Service Address:	CUS UE BA COC OCOTILLO RD FROM GILBERT RD - 1 OCOTILLO RD FROM 140TH ST-148TH ST CHANDLER AZ 85286

For Questions Contact: Vincent Silvestro, 6022360432, VINCENT.SILVESTRO@SRPNET.COM

Construction-CIAC - Construction-CIAC

Special Instruction: T3127612.DI SRP TO CONVERT THE OVERHEAD FACILITIES TO UNDERGROUND FACILITIES
ALONG THE NORTH SIDE OF OCOTILLO ROAD BETWEEN 140TH STREET AND COBBLESTONE.

Invoice Reference: T3127612.DI

Item	Material	Description	Qty	Price Per Unit	UOM	Amount	T
10	CIAC		1	\$ 425,572.00	EA	\$ 425,572.00	
Subtotal						\$ 425,572.00	
State Tax						\$ 0.00	
County Tax						\$ 0.00	
City Tax						\$ 0.00	
Freight						\$ 0.00	
Total Due						\$ 425,572.00	

TEAR OFF BELOW PORTION AND RETURN WITH CHECK TO Salt River Project

Please send checks to:

Salt River Project
PO Box 2953
Phoenix, AZ 85062-2953

Please send Wires/ACH to:

ACH ABA#122100024
Wire ABA#021000021
Account#000005688

Invoice Number: 6000101964
Customer Number: 100410
Net Amount Paid: \$