



Construction Services Contract (Municipal – Distribution)

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

Contract #: 4223688
Issue Date: 10/30/2024

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

SRP Contact: Melissa Montefalcon
Contact Phone: 602-236-6857
Contact Fax:

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 OE BA CHANDLER HEIGHTS RD IMPROVE OH RMVL	Work Order #:	T3129119
Location:	CHANDLER HEIGHTS RD FROM GILBERT RD TO VAL VISTA DR, GILBERT	Municipality Job #:	

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:	\$127,652.45
Comments:	SRP to remove 2674ft SPANS OF OH FEEDER, 13 POLES, and install 2 new poles, along Chandler Heights Blvd when underground facilities are installed. SRP voluntarily agrees to use commercially reasonable efforts to comply with the Buy America Act. If SRP is unclear regarding its obligations under this provision, SRP may seek clarification from the city of Chandler by giving the 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. The city of Chandler will respond to the inquiry in writing within 5 working days. The city of Chandler's response will include the city of Chandler's recommendation to SRP on how to proceed, but the city of Chandler will not direct SRP's activities. SRP shall not be responsible for delays in performance to the extent caused by the city of Chandler's recommendations or delays in the city of Chandler providing such recommendations. As soon as practicable following the execution of this Agreement, SRP will provide to the city of Chandler a list of materials that do not comply with Buy America and an estimated cost of purchasing such materials. The city of Chandler will acknowledge receipt of this statement but will not make judgment as to the validity of the statement. The 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 the city of Chandler's written recommendations, SRP shall have no liability. The 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 the 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. SRP shall not be responsible for delays caused by changes in the Project Design made by or at the direction of the city of Chandler.

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.

For Municipality:

Authorized Signature: Daniel Haskins

Date: 12/3/2024

Printed Name: Daniel Haskins

Title: CIP City Engineer

For SRP:

Authorized Signature: _____

Date: _____

Printed Name: Timothy Sandberg

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. SRP's summer outage moratorium from May through September may result in delay in completing this Project.

City Project No.: ST1804.502

SRP Job Work Order Number: T3129119

Job Description: SRP to remove 2674ft spans of overhead feeder, 13 poles and install 2 new poles along Chandler Heights Blvd when underground facilities are installed.

Additional Terms and Conditions:

16. This Agreement is subject to A.R.S Section 38-511.

For Customer (City of Chandler):

Authorized Signature: Daniel Haskins Date: 12/3/2024

Printed Name: Daniel Haskins, P.E. Title: CIP City Engineer

Approved as to Form: Paul L. Pomeroy for
City Attorney *PLP*

Attest: _____ Seal
City Clerk