



Delivering water and power™

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

File: 2200531
Coord: 25.00 E 4.00 S

June 4, 2024

City of Chandler
Attn: Mr. Ivan Magana
P. O. Box 4008
Chandler, AZ 85244-4008

RE: Ray Road & Dobson Road Improvements
RAY ROAD AND DOBSON ROAD

Dear Mr. Magana:

As discussed at our Pre-Design Meeting (PDM) on 5/1/2024, we are providing you with an Engineering Services Agreement (ESA) for your review and signature. An engineering cost estimate summary is included as Exhibit A. Note that underground utility locating is not included and will need to be provided by you or your engineer.

Please return a signed original copy of the ESA to my attention at the address above within two weeks of receipt of this letter. We will begin our design process upon receipt of the signed copy of the ESA and any required information identified at the PDM and provide our design schedule once we receive underground utility location information.

After our design is completed, we will submit a construction agreement for our associated construction costs, including construction engineering services, for your review and approval prior to construction of SRP facilities.

We appreciate the opportunity to provide engineering services for your project. If you have any questions, contact our assigned Project Leader, Victor Lucero, at (602) 236-5586 or email at Victor.Lucero@srpnet.com. Please reference our file number 2200531 on any correspondence regarding this project.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Andrews", written over a horizontal line.

Christian Andrews
Manager, Water Engineering

CA:cg

Enclosures: Engineering Services Agreement
Exhibit A – Engineering Cost Summary

ENGINEERING SERVICES AGREEMENT

(Municipal)

This Engineering Services Agreement for engineering of SRP irrigation facilities (“Agreement”) is entered into by and between the Salt River Project Agricultural Improvement and Power District (“District”) and Salt River Valley Water Users’ Association (“Association”; collectively, “SRP”) and City of Chandler (“Municipality”) as of this ____ day of ____, 202__. SRP and Municipality may be referred to as “Party” or “Parties.”

RECITALS

- A. SRP manages certain irrigation facilities (the “Facilities”), including certain irrigation facilities owned by the United States of America (“USA”), on behalf of the Association and/or SRP;
- B. Municipality has requested that SRP Facilities be modified or relocated to accommodate Ray Road & Dobson Road Improvements (“the Project”); certain improvements or other development needs of Municipality’s project known as
- C. The Facilities to be modified or relocated in accordance with this Agreement are located at RAY ROAD AND DOBSON ROAD (the “Specified Facilities”); and
- D. SRP is willing to provide design engineering for the Specified Facilities to be modified or relocated for the Project.

TERMS AND CONDITIONS

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

- 1) Contract Documents. This Agreement incorporates by reference the Cost Estimate Summary together with all other documents, exhibits, specifications and plans referred to therein (collectively, the “Contract Documents”).
- 2) Municipality’s Acknowledgement. Municipality acknowledges that Municipality has received and reviewed the Contract Documents and specifically agrees that the Contract Documents meet all of Municipality’s requirements.
- 3) Scope of Work. The scope of work and estimated cost for design engineering and administrative services (“the Services”) associated with the Project is \$97,550.00. The

Services are further detailed in the Engineering Cost Estimate Summary, attached hereto as **Exhibit A**.

- 4) Deliverables. SRP will commence the Services upon receipt of the signed Agreement. Upon completion of design, SRP shall provide to Municipality a set of design drawings, specifications and an Agreement for Construction of SRP Facilities (“Construction Services Agreement”) for construction of the Project.
- 5) Construction Services Agreement. If Municipality desires to proceed with construction of the Project in accordance with the design drawings, Municipality shall execute and return the Construction Services Agreement and pay SRP the specified fees associated with construction of the Project, in accordance with the terms of that agreement.
- 6) Compensation. Municipality shall pay SRP for the actual cost of the Services, including the Services performed pursuant to any approved changes to the Project. The initial invoice is provided concurrently with this Agreement. If applicable, SRP will provide additional invoices for subsequent changes to the Engineering Cost Estimate Summary. All invoices are due no later than within one hundred and twenty (120) days after completion of the Services.
 - a. Any bills not paid when due shall be delinquent and shall bear interest at the Wall Street Journal Prime Rate, on the date the bill was due plus 2% (Wall Street Journal Prime Rate plus 2%) per annum from the date when the bill was due until the bill is paid (including any accrued interest) is paid in full.
 - b. In the event any portion of any bill is disputed, the disputed amount shall be paid under protest when due and shall be accompanied by a written statement indicating the basis for the protest. If the protest is found to be valid, Municipality shall be refunded any overpayment plus interest, accrued at the rate set forth in Paragraph 7(a), prorated by days from the date payment was credited to Municipality to the date the refund check is mailed.
 - c. Nothing herein shall limit the rights of SRP to use any other available legal remedy to effect collection of said amounts.
 - d. Municipality’s payment obligation hereunder shall not be conditioned upon reimbursement to Municipality by any third-party funding source.
 - e. Following Municipality’s receipt of invoice for any subsequent changes to the Engineering Cost Estimate Summary, Municipality shall have five business days to notify SRP in writing of any disputed amount contained in the invoice.
 - f. Municipality’s failure to render timely payment in accordance with this paragraph shall be considered a material breach of this Agreement.



- 7) Indemnification. Municipality shall indemnify, hold harmless, release and defend SRP, the United States of America (USA), the Salt River Valley Water Users' Association (Association) and each and every one of the members of their respective governing bodies, their officers, agents and employees (the "Indemnified Parties") for, from and against any and all claims, demands, suits, costs of defense, reasonable attorneys' fees, witness fees of any type, losses, damages, expenses, fines, penalties, and liabilities (collectively, "Losses") for injury to or death of any person or persons, including employees of SRP or of Municipality or its subcontractors, or damage to property, including property of SRP or of Municipality or its subcontractors, to which the Indemnified Parties may be put or subjected by reason of any act or omission on the part of Municipality, any subcontractor or supplier of Municipality, or any of the directors, officers, partners, members, managers, agents, servants or employees of Municipality, or of its subcontractors or suppliers. Municipality's obligations under this Section shall extend to Losses resulting from or arising out of the inability of any irrigation structure designed or modified pursuant to this Agreement to contain or dispose of water entering the structure from a drainage facility owned, designed, maintained or operated by the Municipality. Municipality shall further release SRP from any claim or demand for incidental or consequential damages Municipality incurs as a result of, or arising out of, SRP's performance hereunder. Municipality's obligations under this Section shall extend to the Indemnified Parties where they, or any one of them, are allegedly concurrently negligent with Municipality, any subcontractor or supplier of Municipality, or any of the directors, officers, partners, members, managers, agents, servants or employees of Municipality, or of its subcontractors or suppliers, in causing or contributing to the liability causing event. Municipality shall also indemnify and hold harmless (and, upon notice so requiring from SRP, also defend) the Indemnified Parties for, from and against any and all Losses for contractual claims arising out of Municipality's agreements with third parties. Further, Municipality releases SRP from and waives any claims it may have, now or in the future, related to SRP's performance hereunder, unless such claim results from SRP's sole, exclusive negligence or willful action. Municipality understands and agrees that Municipality enters upon the property of the USA, Association and/or SRP at Municipality's own risk.
- 8) Changes. If Municipality requests and receives approval from SRP for changes to 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 engineering costs.
- 9) Termination. Municipality may terminate this Agreement at any time by providing thirty (30) days' written notice to SRP. Municipality shall pay SRP for work completed and reasonable expenses incurred to the date of termination.
- 10) No Waiver. The failure of SRP to insist upon strict performance of any of the terms and conditions hereof, or its delay or failure to exercise any rights or remedies provided herein by law, or its failure to properly notify Municipality in the event of breach, shall not release Municipality from any of the obligations of this Agreement and shall not be deemed a waiver of any rights of SRP to insist upon strict performance hereof.



- 11) Transactional Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511.
- 12) Expenditures and Transfer of Monies. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 42-17106.
- 13) Notices:
- If to Municipality:
City of Chandler
Mr. Ivan Magana
P. O. Box 4008
Chandler, AZ 85244-4008
- If to SRP:
SRP
Attn: Christian Andrews, Manager
Water Engineering and Transmission, MS SSW 303
P.O. Box 52025
Phoenix, Arizona 85072-2025
- 14) Binding Agreement. This Agreement is binding upon the Parties hereto, and their respective successors and assigns.
- 15) Data Protection. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to SRP in connection with this Agreement is confidential, proprietary information owned by the Municipality. Except as specifically provided in this Agreement, SRP shall not disclose data generated in the performance of the services to any third person without the prior written consent of the Municipality, or its designee.
- 16) Force Majeure. No Party shall be considered to be in default in the performance of any of its obligations hereunder if failure of performance is due to an uncontrollable force. The term “uncontrollable force” shall mean any cause beyond the control of the Party affected, including but not limited to failure of facilities, flood, earthquake, tornado, storm, fire, lightning, pandemic, epidemic, war, riot, civil disturbance or disobedience, labor dispute, action or nonaction by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, unusual delays in delivery, supply interruptions, delay attributable to the actions of any governmental or regulatory agency having jurisdiction over the project, sabotage, restraint by Court order or public authority, or any other factor beyond the reasonable control of a Party, and which by the exercise of commercially reasonable due diligence such Party shall be unable to overcome. Nothing herein shall be construed so as to require either Party to settle any strike or labor dispute in which it is involved. Either

Party rendered unable to fulfill any obligation hereunder by reason of an uncontrollable force shall exercise due diligence to remove such inability.

- 17) Governing Law and Venue. The Contract Documents shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to conflict of law principles. SRP and Municipality agree that any action, suit or proceeding arising out of or relating to the Contract Documents shall be initiated and prosecuted in a federal or state court of competent jurisdiction located in Maricopa County, Arizona, and the parties irrevocably submit to the jurisdiction and venue of such court.
- 18) Waiver of Jury Trial. In the event of a dispute involving the terms of this Agreement or an allegation of material breach by either Party, the Parties reserve all rights and remedies, arising by law or equity, but shall waive any right to demand a trial by jury in an action commenced in court with respect to any legal proceeding arising out of or relating to this Agreement.
- 19) Attorney's Fees. Should either party sue to enforce its rights herein, the prevailing party to litigation shall be entitled to reimbursement from the other party of its reasonable attorney's fees and litigation costs and expenses, including witness fees of any kind, in an amount to be determined by the court, by arbitration if required by the court, or by agreement between the parties.
- 20) Complete Agreement. This Agreement (encompassing all Contract Documents referenced herein) represents the entire agreement of the Parties and supersedes all negotiations, representations, prior discussions or preliminary agreements between the Parties. No statements, warranties or representations of any kind not created in this Agreement shall in any way bind the Parties. This Agreement can only be changed or modified by a writing signed by all of the Parties hereto.
- 21) Amendment. The Contract Documents may not be amended except by a written instrument executed by each party to this Agreement.
- 22) Severability. No term or provision of this Agreement that is determined by a court of competent jurisdiction to be invalid or unenforceable shall affect the validity or enforceability of the remaining terms and provisions of this Agreement. Any term found to be invalid or unenforceable shall be deemed as severable from the remainder of the Agreement.
- 23) No Joint Venture, Partnership or Business Association. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement. The Parties agree that no individual performing under this Agreement on behalf of SRP will be considered a Municipality employee, and that no rights of Municipality civil service, Municipality



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retirement or Municipality personnel rules shall accrue to such individual. SRP shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold harmless the Municipality with respect thereto

24) SRP's Compliance. SRP shall comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs on SRP, a request for an amendment may be submitted.

25) No Assignment: This Agreement is in the nature of a personal services agreement and Neither SRP nor Municipality shall have the power to assign its rights and obligations under this Agreement without the prior written consent of the other Party. Any attempt to assign without such prior written consent shall be void.

26) Offer to Perform: SRP's delivery of this Agreement to Municipality constitutes an offer to perform the Services on the terms and conditions set forth in this Agreement and the Contract Documents. Municipality may accept this offer by signing this Agreement and returning it to SRP. This offer shall expire if Municipality has not signed and returned this Agreement to SRP within 120 days of the date first set forth below.

IN WITNESS HEREOF, 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.

"SRP"

Salt River Valley Project Agricultural
Improvement and Power District and
Salt River Valley Water Users'

Association:

Christian Andrews
Manager
Water Engineering

6-4-24

Date Signed

"Municipality"

City of Chandler, an Arizona
municipal corporation

see next page

Municipality Representative

CIP City Engineer

Title of Representative

6/18/2024

Date Signed

Project:	ST2103.501
Location:	Ray Road & Dobson Road

For Customer: "Municipality"
City of Chandler

Authorized Signature: Daniel Haskins

Date: 6/18/2024

Printed Name: Daniel Haskins, P.E.

Title: CIP City Engineer

Approved as to Form: Paul L. Pomeroy for

City Attorney

TMB

Attest: Dana R. DeKey

City Clerk

Seal





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EXHIBIT A

SRP Engineering Cost Estimate Summary

J. O. Number:	2200531	Estimate Date:	5/30/2024
Customer:	City of Chandler	Estimate Valid To:	8/28/2024
Project Title:	Ray Road & Dobson Road Improvements		

Job Scope:	1160' RGRCP, 2 MH	Location:	RAY ROAD AND DOBSON ROAD
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Activity	Hours	Cost	
Pre-Design	40	\$5,890	Design Requirements
Provide information / assist with project planning			
Provide copies of facility drawings			
Research SRP land rights			Irrigation Pipe:
Site review			1160 LF Pipeline Design
Obtain operational capacity / level design data			
Obtain utility information			Delivery Structures:
Obtain Board approval of facility deactivations			0 EA T.O. Structure (Standard)
Hold PDM (pre-design meeting) to establish scope			0 EA T.O. Structure (Oversize)
Develop engineering cost proposal			0 EA Open Lateral Structure
			0 EA Deactivation/Retirement
Design	611	\$86,630	Other
Survey			2 EA Manholes
Drafting			0 EA Headwalls
Plot utility locations and identify conflicts			0 EA Headwall/Trashracks
Design coordination with customers and within SRP			0 EA Measuring Item
Design			-
Project administration			-
			-
Underground Utility Locating (potholing)		(Not Included)	
Pre-Construction	40	\$5,030	
Estimating			
Construction proposal coordination / preparation			
Administration			
	Hours	Cost	
Total	691	\$97,550	

Less Previous Payment **\$0**

BALANCE **\$97,550**



ANDREW GOH
CHANDLER CITY OF
215 E BUFFALO ST
CHANDLER AZ 85225-5934
USA

Due Date:	10/03/2024
Invoice Date:	06/05/2024
Invoice Number:	6000117794
Customer Number:	100409
Net Amount Due:	\$ 97,550.00
Service Address:	CHANDLER CITY OF 215 E BUFFALO ST CHANDLER AZ 85225-5934 USA

For Questions Contact: VICTOR LUCERO, (602) 236-5586, victor.lucero@srpnet.com

Construction-CIAC - Construction-CIAC

Special Instruction: 2200531 SRP WATER ENGINEERING FOR RAY ROAD & DOBSON ROAD IMPROVEMENTS

Invoice Reference: A.00799.04.77

Itm	Material	Description	Qty	Price Per Unit	UOM	Amount	T
20	CIAC	A.00799.04.77	1	\$ 97,550.00	EA	\$ 97,550.00	
Subtotal						\$ 97,550.00	
State Tax						\$ 0.00	
County Tax						\$ 0.00	
City Tax						\$ 0.00	
Freight						\$ 0.00	
Total Due						\$ 97,550.00	

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#*****5688

Invoice Number: 6000117794

Customer Number: 100409

Net Amount Paid: \$