



P.O. Box 52025
Mail Station SSW303
Phoenix, Arizona 85072-2025
(602) 236-5900
www.srpnet.com
Date: 07/18/2024

RE: Proposed SRP/Glendale Well
Engineering and Construction Agreement

Dear: Martin Soma

Attached is the Engineering and Construction Agreement (“ECA”) for the above referenced project for your review and signature. The design and construction process will begin upon receipt of a signed copy of the ECA. The estimated cost of our services is \$74,970 and by executing the ECA, Glendale authorizes SRP to invoice Glendale for these services in accordance with the terms set out in the ECA.

The ECA includes Exhibit A, Exhibit B and a sample Authorization to Bill letter. Exhibit A identifies the scope of work to be performed for the above referenced project. Exhibit B provides a list of activities to be performed by SRP and their estimated cost. Items to be built by Glendale will have no estimated dollar amount and are included in the no bid section on Exhibit B. If applicable, an Authorization to Bill letter, which authorizes SRP to bill Glendale for monthly power usage, will be provided for execution.

SRP will submit invoices to Glendale for the estimated cost of work and work performed pursuant to any changes to the Scope of Work. Glendale shall provide payment upon the submission of invoices within one hundred twenty (120) calendar days after receipt of the invoices.

To initiate the project, sign this agreement and return one signed copy of the ECA, including Exhibits A, B and, if applicable, the completed Authorization to Bill letter (on Glendale’s letterhead), to my attention 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 Roseanna Navarro at 602-236-3411 or email at Roseanna.Navarro@srpnet.com. All efforts will be made to work with you in a timely manner.

Sincerely,

A handwritten signature in black ink, appearing to read 'Andy Johnson', is written over a light blue circular stamp.

Andy Johnson, Manager Engineering

Enclosures

cc: Bob Pane
Director, Water Engineering and Transmission

ENGINEERING AND CONSTRUCTION

AGREEMENT

(Municipal)

This Engineering and Construction Agreement (“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 Glendale (“Municipality”) as of this ____ day of ____, 202___. SRP and Municipality may be referred to as “Party” or “Parties.”

WHEREAS, Municipality has deemed it necessary or desirable that SRP accommodate certain development or other needs of Municipality (“Municipality’s Project”) and recognizes that SRP is best capable of providing such accommodation, AND;

WHEREAS, SRP 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, SRP and Municipality agree as follows:

- 1) SRP shall perform the work and services (“Work”) more particularly described in the Scope of Work (EXHIBIT A), attached hereto, and by this reference incorporated herein.
- 2) SRP shall complete the Work described in EXHIBIT A in a timely manner, as determined in SRP’s reasonable discretion, taking into account its business needs, priorities and operational limitations. In the event SRP is delayed in completing the Work due to an uncontrollable force, as defined in Paragraph 8 below, the time for completion shall be extended for such time as SRP shall determine, in its reasonable discretion, is required to account for such delay.
- 3) SRP shall maintain its customary insurance coverage, through its self insurance program and/or supplementary contracts of insurance it deems necessary.
- 4) SRP shall at all times comply with laws applicable to performance of the Work.
- 5) The estimated cost for completing the Work is provided in EXHIBIT B. Payment to SRP shall be in accordance with the terms set out in Paragraph 6 below. If applicable, an Authorization to Bill letter, which authorizes SRP to bill Municipality for monthly power usage, will be provided and must be completed and executed in conjunction with this AGREEMENT.
- 6) Taking into account its business needs, SRP and Municipality priorities, Municipality shall pay SRP for the work, including work performed pursuant to any changes to scope of work. Upon the submission of invoices and within one hundred and twenty (120) calendar days after receipt of such invoices.
 - 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 6(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 Scope of Work, 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) Any dispute under this Agreement shall first be submitted to each Party's Project Manager for resolution. If the matter cannot be resolved by the Project Managers within fifteen (15) business days, the Parties shall submit the matter to senior officers or representatives that are specifically authorized to resolve such matter. If the matter cannot be resolved by such senior officers or representatives, any Party may bring suit upon the matter, provided however, that it is expressly agreed that the venue shall only be in a federal or state court of competent jurisdiction within Maricopa County, Arizona.
- a. In the event of any future dispute or action arising under this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs incurred therein, including expert witness fees.
 - b. Pending the resolution of a dispute, the Parties shall proceed, to the extent legally permissible, in a manner consistent with this AGREEMENT, and shall make payments required in accordance with the applicable provisions of this AGREEMENT. Amounts paid by Municipality under this Subparagraph 7(b) during the pendency of such dispute shall be subject to refund and adjustment upon a final resolution of any dispute involving an amount due.
- 8) 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.

- 9) Municipality shall indemnify, hold harmless, release and defend SRP, District and Association and each and every one of the members of their respective governing bodies, officers, agents and employees (“Indemnified Parties”) 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 constructed 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’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 SRP at Municipality’s own risk.
- 10) Neither SRP nor Municipality shall have the right to assign any rights or interest created herein, except that SRP may assign its interest in the Property and associated facilities to an affiliate or successor-in-interest with 60 day notification to and without consent of Municipality.
- 11) This AGREEMENT shall be governed in all respects by the laws of the State of Arizona.
- 12) Nothing contained in this Agreement shall be construed as creating a partnership or joint venture between the Parties. The covenants, obligations, and liabilities contained in this Agreement are intended to be several and not joint or collective, and nothing contained herein shall be construed to create an association, joint venture, agency, trust, or partnership, or to impose a trust or partnership covenant, obligation, fiduciary duty, or liability between the Parties. Except as specifically set out in this Agreement, each Party shall be individually responsible for its own covenants, obligations, and liabilities as provided herein.
- 13) The parties may terminate this AGREEMENT upon mutual written agreement.
- 14) SRP reserves the right to fulfill all or any part of SRP’s obligations under this Agreement by subcontract. Nothing herein shall be construed as establishing any contractual relationship between SRP’s subcontractor and Municipality.
- 15) Municipality certifies that by performing the work, SRP is not acting as a contractor for municipality and that no federal funding subject to Buy America requirements will be used to reimburse SRP for the actual costs it incurs in performing the work.
- 16) This AGREEMENT is subject to the provisions of ARIZ. REV. STAT. § 38-511.

- 17) This AGREEMENT is subject to the provisions of ARIZ. REV. STAT. § 42-17106.
- 18) The terms, covenants and conditions of this AGREEMENT, inclusive of Exhibit A, Exhibit B and, if applicable, the executed Authorization to Bill letter, constitute the entire agreement between the Parties, and no understandings or obligations not expressly set forth in this Agreement shall be binding upon them. This Agreement may not be modified or amended in any manner unless in writing and signed by the Parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 19) The undersigned representative of each Party certifies that he or she is fully authorized by the Party whom he or she represents to enter into the terms and conditions of this Agreement and to legally bind the Party to it.

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 PROJECT
 AGRICULTURAL IMPROVEMENT
 AND POWER DISTRICT AND
 SALT RIVER VALLEY WATER
 USERS' ASSOCIATION:

City of Glendale
 Attest:

CITY OF GLENDALE

By: Andrew Johnson
 (please print name)

By: _____
 Name: Kevin R. Phelps
 Title: City Manager

Signature:  _____

Date: 07/18/2024

ATTEST

By: _____
 Name: Julie K. Bower (Seal)
 Title: City Clerk

APPROVED AS TO FORM

By: _____
 Name: Michael D. Bailey
 Title: City Attorney

EXHIBIT A

Scope of work for MUNICIPALITY connection to SRP Wellsite

SRP will provide the following as part of this AGREEMENT:

- Electrical, Civil, and SCADA design and drafting
- Install MUNICIPALITY conduits, wire and cable
- Fabricate and install MUNICIPALITY RTU Cabinet
- Construction as-builts to MUNICIPALITY
- Butterfly Valves (2)/Limitorque (2)/Tee assembly, mutually agreed upon by both parties at time of execution of this AGREEMENT

MUNICIPALITY will provide the following as part of this AGREEMENT:

- Install above and below ground discharge pipe
- Install MUNICIPAL Flow Meter and MUNICIPAL RTU
- Work with SRP at startup
- MUNICIPALITY termination for electrical/SCADA
- Install Butterfly Valves (2)/Limitorque (2)/Tee assembly
- MUNICIPALITY shall not install any audio/video recording equipment without SRP's written authorization

EXHIBIT "B"

Cost Summary

Proposed SRP Well 06.0E-16.4N

SECTION I - SRP Design

Item	Item Description	Unit	Quantity	\$/Unit	Bid	Net Bid
1	Design	EA	1	27,500	27,500	27,500
	a. Electrical					
	b. Mechanical					
	c. Civil					
SECTION I TOTALS					\$27,500	\$27,500

SECTION II - SRP Construction

Item	Item Description	Unit	Quantity	\$/Unit	Bid	Net Bid
1	Customer Electrical	EA	1	32,000	32,000	32,000
	a. Install Customer conduit, wire, and cable					
	b. Build and install Customer RTU mast					
	c. Trenching for all Customer conduits inside well property					
SECTION II TOTALS					32,000	32,000

SECTION III - No Bid Items

Item	Item Description	Unit	Quantity	\$/Unit	Bid	Net Bid
1	Customer Discharge Pipe and Measurement	EA	0	0	0	0
	a. Install city mercoids pressure switches, discharge pressure transmitter, mag meter, water level transducer , and motor operated valves.					
	b. Install Pipe supports					
	c. Above ground discharge pipe					
	d. Below ground discharge pipe					
2	City termination- electrical/SCADA		0	0	0	0
SECTION III TOTALS					\$0	\$0

SECTION I - Design by SRP	\$27,500
SECTION II - Construction by SRP	\$32,000
SECTION III - No Bid Items	\$0
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Sub Total	\$59,500
Contingency 10%	\$5,950
Sub Total	\$65,450
A&G 16%	\$9,520
Total Estimate	\$74,970