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Construction Services Contract (Municipal Distribution)

CUSTOMER IMPROVEMENTS
XCT 341
P.O. Box 52025
Phoenix, AZ 85072-2025

SRP Contact: Ryan Earwood
Contact Phone: (602) 236-4128
Contact Fax:
Date: 08/02/2011

ATTN: Bob Darr
City of Glendale
5850 W Glendale Ave
Glendale, AZ 85301

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 Glendale, a municipal corporation organized and existing under the laws of the State of Arizona, (City) enter into this contract (Contract) for the construction of electrical facilities for the following City project (Project):

Job Name:	GRAND AVE & MISSOURI		
SRP Job #:	KJ200699	SRP Work Order #:	81065149
Customer Job #:	TRACS NO. 060 MA 149 H7328 01D		
Location:	GRAND AVE & MISSOURI, GLENDALE		

City acknowledges that it previously entered into a design services contract with SRP for the Project. City 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 Electrical Design and Construction Terms and Conditions, and describes the general obligations of SRP and the City. 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, City shall pay SRP the following non-refundable fees:

Description	Amount	Survey	Trench, Conduit
CIAC fee:	$132,890.78	SRP	SRP
Scope:	Cost to install underground lines for conversion		

SRP shall not be required to perform inspections or begin any construction or installation work on the Project until City (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 City's authority in connection with the Project. If City is unable to provide such documentation, and as a result SRP is required to modify its designs for the Project, City shall be responsible for paying additional costs of the redesign work. If City changes the Project, or if there is any change to the information regarding the Project provided by City and relied upon by SRP, SRP will charge City and City 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 City constitutes an offer to perform the construction services on the terms and conditions set forth in this Contract. City may accept this offer by signing this Contract (with no additions, deletions or modifications) and returning it to SRP. This offer shall expire if City has not signed and returned this Contract to SRP within 120 day of the date first set forth above.

Construction Services Contract (Municipal Distribution) (Continued)

City understands and agrees to the terms and conditions of this Contract. The undersigned represents and warrants that he or she has the authority to enter into this Contract on behalf of City.

Customer's Legal Business Signature:	Horacio Skeete for		
Company Name:	City of Glendale		
Printed Name:	Horacio Skeete	**Title:**	Asst. City Manager
Address:	5850 W. Glendale	**Phone:**	623 930 2870
	Glendale AZ 85301	**Date:**	January 26, 2012
SRP Authorized Signature:		**Phone:**	
Printed Name:	Chris Reynoso	**Date:**	2-9-2012

ATTEST:

City Clerk

Approved as to form:

Craig Tindall
City Attorney

Electrical Design and Construction
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 http://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. CITY shall timely provide SRP all drawings and data requested by SRP that are pertinent to the design of the CITY Project. SRP shall review such drawings and data for compatibility with SRP facilities and shall have sole discretion in determining whether the CITY facilities may be used with SRP's facilities.

4. Before beginning construction, CITY shall provide SRP executed originals of the construction services 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. CITY, at all times, shall permit SRP to access and maintain any SRP electric facility on CITY property. CITY understands and agrees that SRP shall have no obligation to provide electric service to the Project unless and until CITY has provided all such easements.

5. CITY shall require that any construction work performed by CITY 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. CITY shall secure all required State, County, and local permits and approvals.

7. If CITY decides to provide trenching, provision and installation of conduit, backfilling and/or surveying, ("CITY Work"), then all CITY Work shall conform to SRP's standards, and CITY shall permit SRP to inspect, at any time, any CITY Work or CITY-provided facility. If CITY decides to provide surveying, then CITY shall be responsible for setting or verification of road right-of-way monuments and/or construction staking, and CITY 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 stakes at CITY's expense. Any inspection by SRP shall not be deemed an approval of any CITY-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 CITY 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, attorneys' fees, witness fees of any type, losses, damages, expenses and liabilities ("Claims") arising out of or relating to CITY's performance of the CITY Work, including without limitation Claims arising out of the performance of CITY Work on property not owned by CITY or outside of the easements provided to SRP under Section 4 of this Contract.

9. CITY shall not install any curb, sidewalk, paving, or any conflicting foundation within the development boundaries until SRP completes the installation of the electric facilities. CITY shall release SRP from any loss, damage, liability, cost, or expense incurred by CITY arising out of (i) any delay by SRP in performing, completing, or inspecting any work or (ii) any loss or damage to any installation prohibited by this Term and Condition.

10. CITY, upon demand, shall reimburse SRP for the costs of relocation of facilities found to be installed at the wrong location or grade due to CITY-requested changes in property lines, easement grade, and/or errors in staking, trenching, or survey when such work is performed by CITY or a contractor retained by CITY.

11. 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 CITY 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 CITY 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.

Electrical Design and Construction
Terms and Conditions
(Continued)

12. The title to all work performed by SRP, or performed by CITY at SRP's request and accepted by SRP, shall remain with SRP at all times.

13. CITY shall meet with an SRP inspector before construction begins. The meeting may be scheduled by calling the SRP contact name and phone number specified on the Project drawings.

14. If CITY requires SRP to relocate any electrical facilities installed and paid for by the CITY pursuant to this Contract, in addition to providing SRP with a new easement for such relocated facilities, CITY shall reimburse SRP for all costs associated with moving the relocated facilities. CITY's reimbursement obligations shall also continue to apply for subsequent relocations. SRP shall be responsible for costs associated with moving any facilities installed pursuant to this Contract but not paid for by the CITY.