

**CITY CLERK
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C-8473
05/28/2013

DESIGN AND CONSTRUCTION AGREEMENT

This Agreement for construction, modification or relocation of facilities (hereinafter AGREEMENT), is entered into this 28 day of May, 2013, by and between the Salt River Valley Water Users' Association (hereinafter ASSOCIATION), and City of Glendale (hereinafter Customer).

WHEREAS, Customer has deemed it necessary or desirable that ASSOCIATION accommodate certain development or other needs of Customer and recognizes that ASSOCIATION is best capable of providing such accommodation, AND;

WHEREAS, ASSOCIATION 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, ASSOCIATION and Customer agree as follows:

- 1) ASSOCIATION shall perform the work and services more particularly described in the SCOPE OF WORK (EXHIBIT A), attached hereto, and by this reference incorporated herein.
- 2) ASSOCIATION shall complete the work and services described in EXHIBIT A in a timely manner. In the event ASSOCIATION is delayed in completing the Scope of Work due to acts of God, fire, flood, labor disputes or any other factor beyond the reasonable control of ASSOCIATION, the time for completion shall be extended for a period of time commensurate with the delay so caused.
- 3) ASSOCIATION shall maintain all relevant and applicable insurance coverage's, through its self insurance program or supplementary contracts of insurance it deems necessary.
- 4) ASSOCIATION shall at all times comply with laws applicable to performance hereunder, including acquisition of permits, licenses or other approvals.
- 5) The estimated cost for completing the Scope of Work is \$55,909 however, Customer shall reimburse ASSOCIATION for actual costs incurred in the performance and completion of the work and services described in EXHIBIT A. Payment to ASSOCIATION shall be in accordance with the terms set forth in EXHIBIT B, attached hereto, and by this reference incorporated herein.
- 6) Neither ASSOCIATION nor Customer shall have the right to assign any rights or interest created herein.
- 7) This AGREEMENT shall be governed in all respects by the laws of the state of Arizona.
- 8) Customer shall indemnify and hold harmless ASSOCIATION from liability resulting from or arising out of ASSOCIATION's performance hereunder, whether such liability is for property damage, personal injury or death, unless such liability is attributed to ASSOCIATION's sole, exclusive negligence or willful action. Further, Customer shall release ASSOCIATION from any of its claims related to ASSOCIATION's performance hereunder, unless such claim results from ASSOCIATION's sole, exclusive negligence or willful action.
- 9) In the event of termination of this Agreement prior to the completion of the Scope of Services, Customer shall reimburse ASSOCIATION for the actual cost it incurred to the effective date of such termination, and, if completion of the Scope of Work is essential to restore ASSOCIATION's ability to operate facilities affected by the unfinished Scope of Work, Customer shall reimburse ASSOCIATION in accordance with paragraph 5 herein.
- 10) This Agreement shall constitute the entire agreement between the parties hereto, and any prior or contemporaneous understanding or representation shall not be binding upon either party hereto.

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 WATER
USERS' ASSOCIATION:

By: Kyle Tilghman
(Please print name)

Signature: [Handwritten Signature]

Date: 3/22/13

CUSTOMER:

By: Richard A. Bowers
(Please print name)

Signature: [Handwritten Signature]

Date: 5.31.13

ATTEST:
[Handwritten Signature]
City Clerk

Approved as to form
[Handwritten Signature]
City Attorney

EXHIBIT "A"

Scope of work for the Chlorination modification of well site 6E-16.5N

ASSOCIATION will provide the following as part of this agreement:

Chlorination:

- Construct and install a new 100 amp service panel.
- Service to include a meter can, fusible 100 amp main disconnect, 7.5 kVA mini power zone and a 30 amp 3 phase fusible disconnect for the chlorine pump.
- Mini power zone will have a 30 amp 240 volt main to feed the chlorine shed distribution panel provided by the Glendale. Two additional circuits one for future RTU air conditioning and one for RTU power.
- Construct new chlorine shed concrete pad with ramp for loading and unloading chlorine cylinders.
- Trench and install conduits for the new chlorine shed and service.
- Install all power wire from the service to the transformer.
- Install wire and cables to the chlorine shed for Glendale's equipment.

Discharge pipe repair:

- Purchase two each 10 inch check valves.
- Fabricate a new long radius elbow with thread-o-lets for chlorine suction and discharge lines and the water faucet.
- Provide thread-o-let in the new section of discharge pipe for a flow switch to replace the lever type limit switch on the swing check valve.

GLENDALE will provide the following as part of this agreement:

Chlorine equipment to be provided and installed:

- Dual CL2 Scale, 120 volt with two 4-20 ma output to the Glendale RTU
- CL2 Residual Analyzer, 120 volt with one 4-20 ma output to the Glendale RTU
- ATI CL2 Leak Detector, 120 volt with two 4-20 ma output, three pair digital out to Glendale RTU.
- HALOGEN Emergency Chlorine L2 Shutoff System, 120 volt with two pair digital output to the Glendale RTU.
- Sample Drain Pump, 120 volt
Light, 120 volt
- Exhaust Fan, 120 volt
- Chlorine L2 Booster Pump, 3 phase 480 volt with one pair digital in, one pair digital out to the Glendale RTU.
- Six foot by six foot chlorine shed to be provided and install on new concrete pad. Door to face south.
- Remove and haul away the existing chlorine shed.
- Terminate all wires and cable in the chlorine shed.

Discharge pipe repair:

- Make the connection from the elbow that goes into the ground to the existing underground pipeline.
- Fill and compact the excavation
- Provide and parts for chlorine connections and water faucet.

EXHIBIT "B"

Cost Summary

Task	Chlorination costs	Discharge pipe repair
Chlorination design	\$ 6,479	
Discharge pipe design		\$ 472
Chlorination and discharge pipe repair construction	\$ 25,600	
Discharge pipe repair construction		\$ 8,496
A new wellsite transformer will be installed to accommodate the additional load for the new Glendale chlorinator service. This cost will be billed on a separate invoice.	\$ 12,200	
Sub Total	\$ 44,279	\$ 8,968
A&G 5%	\$ 2,214	\$ 448
Each Job's total	\$ 46,493	\$ 9,416
Grand total	\$ 55,909	