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C-8873  
04/21/2014

## DESIGN AND CONSTRUCTION AGREEMENT

Coordinates: 6.5E-14.0N

This Agreement for construction, modification or relocation of facilities (hereinafter AGREEMENT), is entered into this 21<sup>st</sup> day of April, 2014, by and between the Salt River Valley Water Users' Association (hereinafter ASSOCIATION), and The 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 coverages, 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 \$37,572, 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 actual costs estimated in EXHIBIT B, attached hereto, and by this reference incorporated herein. The total actual costs shall not exceed 15% of the estimated costs without written approval by the Customer. The costs incurred to-date will be summarized in a quarterly informational statement generated by the ASSOCIATION.
- 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.



**AUTHORIZATION TO PROCEED**

SRP is hereby authorized to bill the City of Glendale for the actual costs upon completion of construction.

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:**

**CUSTOMER: CITY OF GLENDALE**

By: Kyle Tilghman  
(please print name)

By: Craig Johnson  
(please print name)

Signature: [Handwritten Signature]  
Date: 4/1/14

Signature: [Handwritten Signature]  
Date: 4-21-14

Approved as to form

[Handwritten Signature]  
City Attorney

**ATTEST:**

[Handwritten Signature]  
City Clerk



## **EXHIBIT A**

### **6.5E-14.0N Scope of Work**

**Association will provide the following as part of this agreement:**

1. Perform maintenance on an existing VFD and upgrade electrical components and software to make VFD ready for installation at site.
2. Haul VFD to site and install.
3. Make electrical connections to existing starter cabinet to enable VFD to work with the starter, pumping plant, and motor.

**Glendale shall provide the following as part of this agreement:**

1. Staff will be on-site collecting water quality and pumping data.
2. Follow proper notifications to SRP on operating the well during the test.



# **EXHIBIT B**

## Cost Summary

SRP Well Site Modifications for City Connections  
*Well facilities 6.5E-14.0N*

**SECTION I - Coordinate: 6.5E-14.0N**

Item	Item Description	Unit	Quantity	\$/Unit	Bid		Net Bid
1	Design costs are made up of labor for electrical construction design, design for maintenance of the existing VFD and its components to make the VFD ready for installation. SCADA design costs to set the VFD up to operate in manual mode for both City and the lateral independently for this test.	EA	1	14,311	14,311	-	14,311
2	Construction	EA	1	19,768	19,768	-	19,768
<b>SECTION II TOTALS</b>					<b>\$34,079</b>	<b>\$0</b>	<b>\$34,079</b>

**SECTION I - Coordinate: 6.5E-14.0N**

	<b>\$34,079</b>
Sub Total	\$34,079
Contingency 5%	\$1,704
Sub Total	\$35,783
A& G 5.0%	\$1,789
<b>Total</b>	
<b>Estimate</b>	<b>\$37,572</b>