



Design Services Contract (Pinal County)

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

SRP Contact: Timothy Rinn
Contact Phone: (602) 236-8694
Contact Fax: (602)236-0875
Date: 09/22/2014

ATTN: Celeste Pemberton
Pinal County
P.O. Box 727
Florence, AZ 85132

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 Pinal County, a municipal corporation organized and existing under the laws of the State of Arizona (Customer) enter into this contract (Contract) for the design of electrical facilities for the following Customer project (Project):

Job Name:	CUS UE CONV HUNT HWY PHASE 4		
SRP Job #:		SRP Work Order #:	T2036568
Customer Job #:	6621174		
Location:	HUNT HWY BTWN BELLA VISTA & MAGMA RD		

This contract includes the attached Terms and Conditions, and describes the general obligations of SRP and the Customer. Any changes, amendments or modifications to this Contract shall be in writing and shall be signed by both parties.

Customer understands that SRP will not begin design until Customer signs and returns this Contract. Upon receipt of the signed Contract, SRP will commence design and defer collecting any design fees or costs until the parties execute a Construction Services Contract for construction of the Project.

Upon completion of the job design, SRP shall provide to the Customer a set of design drawings and a Construction Services Contract. If Customer desires SRP to proceed with construction of the Project in accordance with the design drawings, Customer shall execute and return the Construction Services Contract and pay SRP the specified fees for construction of the Project. Customer acknowledges and agrees that the fees payable under the Construction Services Contract will include the design fees and costs incurred by SRP under this Contract. **If Customer cancels the Project at any time, or if Customer fails to execute a contract with SRP for construction of the Project within one hundred twenty (120) days after SRP delivers design drawings and Construction Services Contract for the Project to Customer, Customer agrees to reimburse SRP for the design fees and costs incurred by SRP under this Contract.**

*For informational purposes only: the following conceptual Project Design Services estimate is provided to the Customer. The estimate includes the estimated cost for design of the Project. Typically, design costs represent approximately twenty percent (20%) of the total Project cost. Projects cancelled prior to construction can be expected to accrue fees of approximately this amount. This conceptual estimate is non-binding. The Customer will be invoiced an amount equal to SRP's actual design cost. **DO NOT PAY THE AMOUNT ON THIS CONTRACT.***

Conceptual Job Estimate:

Total:	\$0.00
Scope:	Zero Dollar Contract for Aesthetics Aesthetics monies to be applied to installation and removals of electrical facilities (including trench & conduit installations). Project will convert poles and exist OH conductors on north side of Hunt Highway from Bella Vista Road to Magma Road. Exist OH services currently in place will be maintained unless otherwise indicated by County. New pad-mounted equipment and transformers will be set to maintain exist UG services where needed

SRP shall not be required to perform inspections or begin any construction or installation work on the Project until Customer (i) approves and returns the signed Construction Services Contract that will be provided upon completion of this Distribution Design Services Contract, (ii) accepts the completed design drawings by signing

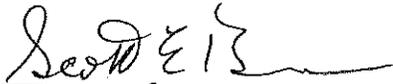
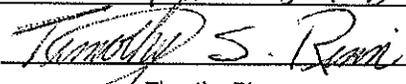


**Design Services Contract (Pinal County)
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them, (iii) pays SRP the specified fees for construction of the Project as shown on the Construction Services Contract, (iv) provides SRP the approved municipal permit(s) and (v) provides to SRP a copy of a 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 Customer's authority in connection with the Project before SRP will begin any construction or installation work under this Contract. If Customer is unable to provide such documentation, and as a result SRP is required to modify its designs for the Project, Customer shall be responsible for paying additional costs of the redesign work. If Customer changes the Project, or if there is any change to the information regarding the Project provided by Customer and relied upon by SRP, SRP will charge Customer and Customer 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 Customer constitutes an offer to perform the design services on the terms and conditions set forth in this Contract. Customer may accept this offer by signing this Contract (with no additions, deletions or modifications) and returning it to SRP. This offer shall expire if Customer has not signed and returned this Contract to SRP within one hundred twenty (120) days of the date on this Contract.

Customer 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 Customer.

Customer's Legal Business Signature:		
Company Name:	<u>Pinal County Public Works</u>	
Printed Name:	<u>Scott Bender</u>	Title: <u>County Engineer</u>
Address:	<u>PO Box 727</u>	Phone: <u>520-866-0411</u>
	<u>Florence, AZ 85132</u>	Date: <u>9/25/14</u>
SRP Authorized Signature:		
Printed Name:	<u>Timothy Rinn</u>	Phone: <u>(602) 236-8694</u>
		Date: <u>9-29-14</u>



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 except as specifically modified herein. 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. CUSTOMER shall timely provide SRP all drawings and data requested by SRP that are pertinent to the design of the CUSTOMER Project. SRP shall review such drawings and data for compatibility with SRP facilities and shall have sole discretion in determining whether the CUSTOMER facilities may be used with SRP's facilities.
4. Before beginning construction, CUSTOMER 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. CUSTOMER, at all times, shall permit SRP to access and maintain any SRP electric facility on CUSTOMER property. CUSTOMER understands and agrees that SRP shall have no obligation to provide electric service to the Project unless and until CUSTOMER has provided all such easements.
5. CUSTOMER shall require that any construction work performed by CUSTOMER 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. CUSTOMER shall secure all required State, County, and local permits and approvals.
7. If CUSTOMER decides to provide trenching, provision and installation of conduit, backfilling and/or surveying, ("CUSTOMER Work"), then all CUSTOMER Work shall conform to SRP's standards, and CUSTOMER shall permit SRP to inspect, at any time, any CUSTOMER Work or CUSTOMER-provided facility. If CUSTOMER decides to provide surveying, then CUSTOMER shall be responsible for setting or verification of road right-of-way monuments and/or construction staking, and CUSTOMER 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 CUSTOMER's expense. Any inspection by SRP shall not be deemed an approval of any CUSTOMER-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 CUSTOMER 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 CUSTOMER's performance of the CUSTOMER Work, including without limitation Claims arising out of the performance of CUSTOMER Work on property not owned by CUSTOMER or outside of the easements provided to SRP under Section 4 of this Contract.
9. CUSTOMER shall not install any curb, sidewalk, paving, or any conflicting foundation within the development boundaries until SRP completes the installation of the electric facilities.
10. CUSTOMER, upon demand, shall reimburse SRP for the costs of relocation of facilities found to be installed at the wrong location or grade due to CUSTOMER-requested changes in property lines, easement grade, and/or errors in staking, trenching, or survey when such work is performed by CUSTOMER or a contractor retained by CUSTOMER.
11. CUSTOMER shall indemnify, defend, and hold harmless SRP, the members of its governing bodies, and its directors, officers, employees, agents and contractors for, from and against any loss, damage, liability, cost, or expense incurred by SRP, members of its governing bodies, directors, officers, employees, agents or contractors arising out of any act or omission of CUSTOMER, or its officials, employees, agents, contractors, or subcontractors. CUSTOMER's obligation under this section shall extend to defend SRP when SRP, or members of its governing bodies, directors, officers, employees, agents or contractors are allegedly



Terms and Conditions
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concurrently negligent with CUSTOMER, its officials, employees, agents, contractors, or subcontractors, but shall not extend to any liability caused by the sole negligence of SRP. CUSTOMER shall release SRP from any loss, damage, liability, cost, or expense incurred by CUSTOMER 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 Section 9.

12. 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 CUSTOMER 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 CUSTOMER 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.
13. The title to all work performed by SRP, or performed by CUSTOMER at SRP's request and accepted by SRP, shall remain with SRP at all times.
14. CUSTOMER 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.
15. If CUSTOMER requires SRP to relocate any electrical facilities installed and paid for by the CUSTOMER pursuant to this Contract, in addition to providing SRP with a new easement for such relocated facilities, CUSTOMER shall reimburse SRP for all costs associated with moving the relocated facilities. CUSTOMER'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 CUSTOMER.