



Janice Cacioppo  
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April 18, 2019

Ref No: MAPE-1809

Paul Mood  
Town of Paradise Valley  
6401 E Lincoln Drive  
Paradise Valley, AZ 85253-4328

**SUBJECT: DENTON LANE CONVERSION DISTRICT –  
AESTHETICS CONCEPTUAL ESTIMATE FUNDING AGREEMENT**

Dear Paul,

Per your email dated April 17, 2019, the Town of Paradise Valley wants to move forward with the 12kV conversion district for Denton Lane. The scope of work consists of burying three (3) spans of existing SRP overhead facilities along the back lots of homes on the south side of Denton Lane east of Palo Cristi Road.

**JOB SCOPE**

**Underground Conversion:** Install approximately 800 linear feet of trench and conduit. If SRP provides trench and conduit, then SRP will be responsible for backfill and restoration. SRP to install approximately 4,100 feet of aluminum conductor and five (5) single-phase pad mounted equipment.

**Overhead Removal:** SRP to remove approximately 2,240 feet of conductor with neutral, four (4) poles and three (3) transformers.

**COSTS**

Conceptual cost estimates are prepared under the following assumptions:

- 1) Standard 2 foot wide X 8 feet deep trench with slurry backfill
- 2) 24 inch wide asphalt cut and hot asphalt patch in road
- 3) Restoration of area where civil work in road is complete
- 4) One Police Officer for duration of construction
- 5) Does not include the costs for Joint Trench, Bore or Conduit, which are not fundable through Aesthetics
- 6) Does not include after-hours construction for commercial outages
- 7) Does not include private lighting or new streetlights/system costs

SRP REF #	JOB SCOPE	COSTS
T3121122	Trench/Conduit	\$ 198,200
	Underground Electrical	\$ 191,000
	Underground Subtotal	\$ 389,200
T3121121	Overhead Removal	\$ 22,600
	<b>TOTAL</b>	<b>\$ 411,800</b>

This estimate was valid thru April 17<sup>th</sup>, 2019, however, SRP will extend this date through August 16<sup>th</sup>, 2019 based on the date of the attached Funding Agreement.

### **AVAILABLE FUNDING**

Paradise Valley currently has no Aesthetics funds available for this project. Per your email, the town has chosen to apply the full FY2020 Annual Allocation of \$200,000 to the conceptual estimate. The balance owed will be the responsibility of the town through other funding sources. Since the allocation will be applied to Paradise Valley's Aesthetics Available balance in less than 2 weeks, SRP will allow the town to carry a negative balance until the allocation is applied on May 1<sup>st</sup> in lieu of awarding formal advanced funding. The total annual allocation will be automatically applied to the negative balance.

Conceptual Estimate	\$ 411,800
Current Available Funds	\$ -
FY2020 Funds Available on May 1st	\$ 200,000
<b>Town Responsibility</b>	<b>\$ 211,800</b>

### **FUNDING AGREEMENT AND DESIGN CONTRACTS**

Please sign the attached Aesthetics Funding Agreement and Design Services Contracts and return to me.

Please contact me if you have any questions.

Sincerely,



C: Jason Harris, Paradise Valley  
V Silvestro  
File

**MUNICIPAL AESTHETICS PROGRAM  
FUNDING AGREEMENT**

<b>PROJECT NAME</b>	DENTON LANE CONVERSION DISTRICT		
<b>MUNICIPALITY PROJECT #:</b>			
<b>ESTIMATE DATE:</b>	4/18/19	<b>EXPIRATION DATE:</b>	8/16/19
<b>CONSTRUCTION START REQUIREMENT DATE:</b>	4/18/24		

SRP REF #	JOB SCOPE	ESTIMATE	FUNDED	UNFUNDED
<b>AVAILABLE AESTHETICS FUNDS MAY 1, 2019</b>			<b>\$ 200,000</b>	
T3121122	Trench/Conduit	\$ 198,200	\$ 177,400	\$ 20,800
	Underground Electrical	\$ 191,000	\$ -	\$ 191,000
	Underground Subtotal	\$ 389,200	\$ 177,400	\$ 211,800
T3121121	Overhead Removal	\$ 22,600	\$ 22,600	\$ -
	<b>TOTAL</b>	<b>\$ 411,800</b>	<b>\$ 200,000</b>	<b>\$ 211,800</b>

**AESTHETICS FUNDING CONDITIONS:**

- This Funding Agreement will expire if the Municipality does not sign and return to SRP within 120 days from the date of this agreement
- SRP reserves the right to adjust the estimate to reflect current costs
- Facility Relocation: a) Any future relocation of the facilities associated with this project will be at the cost of those other than SRP, including use of SRP Municipal Aesthetics Program funds; b) As a condition of the use of Aesthetics funds the Municipality is required to provide SRP with a land right that is acceptable to SRP for all relocated and new facilities installed on Aesthetics projects

<b>Trench/Conduit Provider:</b>	SRP <input checked="" type="checkbox"/> Municipality <input type="checkbox"/>	<b>(Please indicate choice of provider)</b>
Municipality:	<b>TOWN OF PARADISE VALLEY</b>	
Print Name:	_____	Title: _____
Approved:	Signature _____	Date: _____
Declined:	Signature _____	Date: _____

**Email signed Funding Agreement to: [Janice.Cacioppo@srpnet.com](mailto:Janice.Cacioppo@srpnet.com)**



# Design Services Contract (Municipal – Distribution)

Customer Construction Services  
SRP XCT-320  
P.O. Box 52025  
Phoenix, AZ 85072-2025

**Contract #:** 4204527  
**Issue Date:** 04/18/2019

**ATTN:** Paul Mood  
PARADISE VALLEY  
6401 E LINCOLN DR  
PARADISE VALLEY, AZ 85253

**SRP Contact:** Vincent Silvestro  
**Contact Phone:** 602-236-0432  
**Contact Fax:**

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

<b>Project:</b>	CUS OC DENTON LANE RMVL - AESTHETICS	<b>Work Order #:</b>	T3121121
<b>Location:</b>	DENTON LANE AND PALO CHRISTI RD, PARADISE VALLEY	<b>Municipality Job #:</b>	

This Contract includes the attached Terms and Conditions, and describes the general obligations of SRP and the Municipality. Except as otherwise specifically provided in this Contract, any changes, amendments or modifications to this Contract shall be in writing and signed by both parties.

Municipality understands that SRP will not begin design until Municipality 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 contract for construction of the Project.

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

For informational purposes only, the following conceptual Project estimate is provided to the Municipality. This conceptual estimate is non-binding.

<b>Conceptual Project Estimate:</b>	\$0.00
<b>Comments:</b>	Design Services contract for the conversion of overhead facilities to underground facilities along Denton Lane using aesthetics funds.

SRP shall not be required to perform inspections or begin any construction or installation work on the Project until Municipality (i) approves and returns the signed Construction Services Contract that will be provided upon completion of this Design Services Contract, (ii) accepts the completed design drawings by signing them, (iii) pays SRP the specified fees for construction of the Project, (iv) provides SRP the approved Municipal permit(s) and (v) provides to SRP a copy of a deed or deeds evidencing ownership of all the real property that is encompassed within or will be affected by the Project or other written documentation acceptable to SRP that establishes Municipality's authority in connection with the Project before SRP will begin any construction or installation work under this Contract. If Municipality is unable to provide such documentation, and as a result SRP is required to modify its designs for the Project, Municipality shall be responsible for paying additional costs of the redesign work. If Municipality changes the Project, or if there is any change to the information regarding the Project provided by Municipality and relied upon by SRP, SRP will charge Municipality and Municipality 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 Municipality constitutes an offer to perform the design services on the terms and conditions set forth in this Contract. Municipality may accept this offer by signing this Contract (with no additions, deletions, or modifications) and returning it to SRP. This offer shall expire if Municipality has not signed and returned this Contract to SRP within 120 days of the date first set forth above.

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

**For Customer:**

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**For SRP:**

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: Vincent Silvestro

Title: Project Leader



## 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 [www.srpnet.com](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. Municipality shall timely provide SRP all drawings and data requested by SRP that are pertinent to the design of the Municipality Project. SRP shall review such drawings and data for compatibility with SRP facilities and shall have sole discretion in determining whether the Municipality facilities may be used with SRP's facilities.
4. Before beginning construction, Municipality shall provide SRP executed originals of the 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. Municipality understands and agrees that SRP shall have no obligation to provide electric service to the Project unless and until Municipality has provided all such easements. Municipality, at all times, shall permit SRP to access and maintain any SRP electric facility on Municipality property.
5. Municipality shall require that any construction work performed by Municipality 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. Municipality shall secure all required State, County, and local permits and approvals.
7. If Municipality decides to provide trenching, provision and installation of conduit, backfilling and/or surveying, ("Municipality Work"), then all Municipality Work shall conform to SRP's standards, and Municipality shall permit SRP to inspect, at any time, any Municipality Work or Municipality-provided facility. If Municipality decides to provide surveying, then Municipality shall be responsible for setting or verification of road right-of-way monuments and/or construction staking, and Municipality 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 staked at Municipality's expense. Any inspection by SRP shall not be deemed an approval of any Municipality-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 Municipality 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, attorney's fees, witness fees of any type, losses, damages, expenses and liabilities ("Claims") arising out of or relating to Municipality's performance of the Municipality Work, including without limitation Municipality's breach of its obligations under this Agreement or Claims arising out of the performance of Municipality Work.
9. Prior to SRP's installing any electric facility, the Municipality shall install all water and sewer facilities and backfill. Municipality shall not install any curb, sidewalk, paving, or any conflicting foundation within the Project boundaries until SRP completes the installation of the electric facilities. Municipality shall and hereby does release SRP from any loss, damage, liability, cost, or expense incurred by Municipality arising out of (i) any delay by SRP in performing or completing its work or inspecting any Municipality Work or (ii) any loss or damage to any installation prohibited by this Section 9, even if such damage was caused by the negligent or intentional act or omission of SRP.
10. Municipality shall permit SRP to inspect, at any time, any Municipality provided facility. Any inspection by SRP shall not be deemed an approval of any Municipality provided facility or a waiver by SRP of any right to enforce strict compliance with the terms and conditions of this Contract.
11. Municipality, upon demand, shall reimburse SRP for the costs of relocation of facilities found to be installed at the wrong location or grade due to Municipality requested changes in property lines, easement grade, and/or errors in staking, trenching, or survey.
12. If Municipality's load grows to a total coincident demand of 6,740 kVA or greater, but less than 11,800 kVA, the load will be served from at least one dedicated SRP feeder circuit or a substation dedicated to serve only Municipality. Any dedicated feeder circuit(s) or substations shall be provided by SRP at the sole expense of Municipality. Notwithstanding the foregoing, Municipality may elect to provide its own substation at Municipality's sole expense. Any dedicated substation, whether provided by SRP or Municipality, shall be owned, operated, and maintained by Municipality or its agents at Municipality's sole expense.
13. 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 Municipality 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 Municipality 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.
14. The title to all work performed by SRP, or performed by Municipality at SRP's request and accepted by SRP, shall remain with SRP at all times.
15. Municipality shall meet with an SRP inspector before construction begins. The meeting may be scheduled by calling SRP Inspection Scheduling.



# Design Services Contract (Municipal – Distribution)

Customer Construction Services  
SRP XCT-320  
P.O. Box 52025  
Phoenix, AZ 85072-2025

**Contract #:** 4204525  
**Issue Date:** 04/18/2019

**ATTN:** Paul Mood  
PARADISE VALLEY  
6401 E LINCOLN DR  
PARADISE VALLEY, AZ 85253

**SRP Contact:** Vincent Silvestro  
**Contact Phone:** 602-236-0432  
**Contact Fax:**

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

<b>Project:</b>	CUS UC DENTON LANE CONV - AESTHETICS	<b>Work Order #:</b>	T3121122
<b>Location:</b>	DENTON LANE AND PALO CHRISTI RD, PARADISE VALLEY	<b>Municipality Job #:</b>	

This Contract includes the attached Terms and Conditions, and describes the general obligations of SRP and the Municipality. Except as otherwise specifically provided in this Contract, any changes, amendments or modifications to this Contract shall be in writing and signed by both parties.

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

For informational purposes only, the following conceptual Project estimate is provided to the Municipality. This conceptual estimate is non-binding.

<b>Conceptual Project Estimate:</b>	\$211,800.00
<b>Comments:</b>	Design Services contract for the conversion of overhead facilities to underground facilities along Denton Road using aesthetics funds. Cost shown above represents the aesthetics shortage and is not to be paid at this time. The actual costs, if any, will be shown on the construction contract.

SRP shall not be required to perform inspections or begin any construction or installation work on the Project until Municipality (i) approves and returns the signed Construction Services Contract that will be provided upon completion of this Design Services Contract, (ii) accepts the completed design drawings by signing them, (iii) pays SRP the specified fees for construction of the Project, (iv) provides SRP the approved Municipal permit(s) and (v) provides to SRP a copy of a deed or deeds evidencing ownership of all the real property that is encompassed within or will be affected by the Project or other written documentation acceptable to SRP that establishes Municipality's authority in connection with the Project before SRP will begin any construction or installation work under this Contract. If Municipality is unable to provide such documentation, and as a result SRP is required to modify its designs for the Project, Municipality shall be responsible for paying additional costs of the redesign work. If Municipality changes the Project, or if there is any change to the information regarding the Project provided by Municipality and relied upon by SRP, SRP will charge Municipality and Municipality shall pay for any additional costs incurred by SRP, including but not limited to redesign and engineering costs.

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**For Customer:**

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**For SRP:**

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

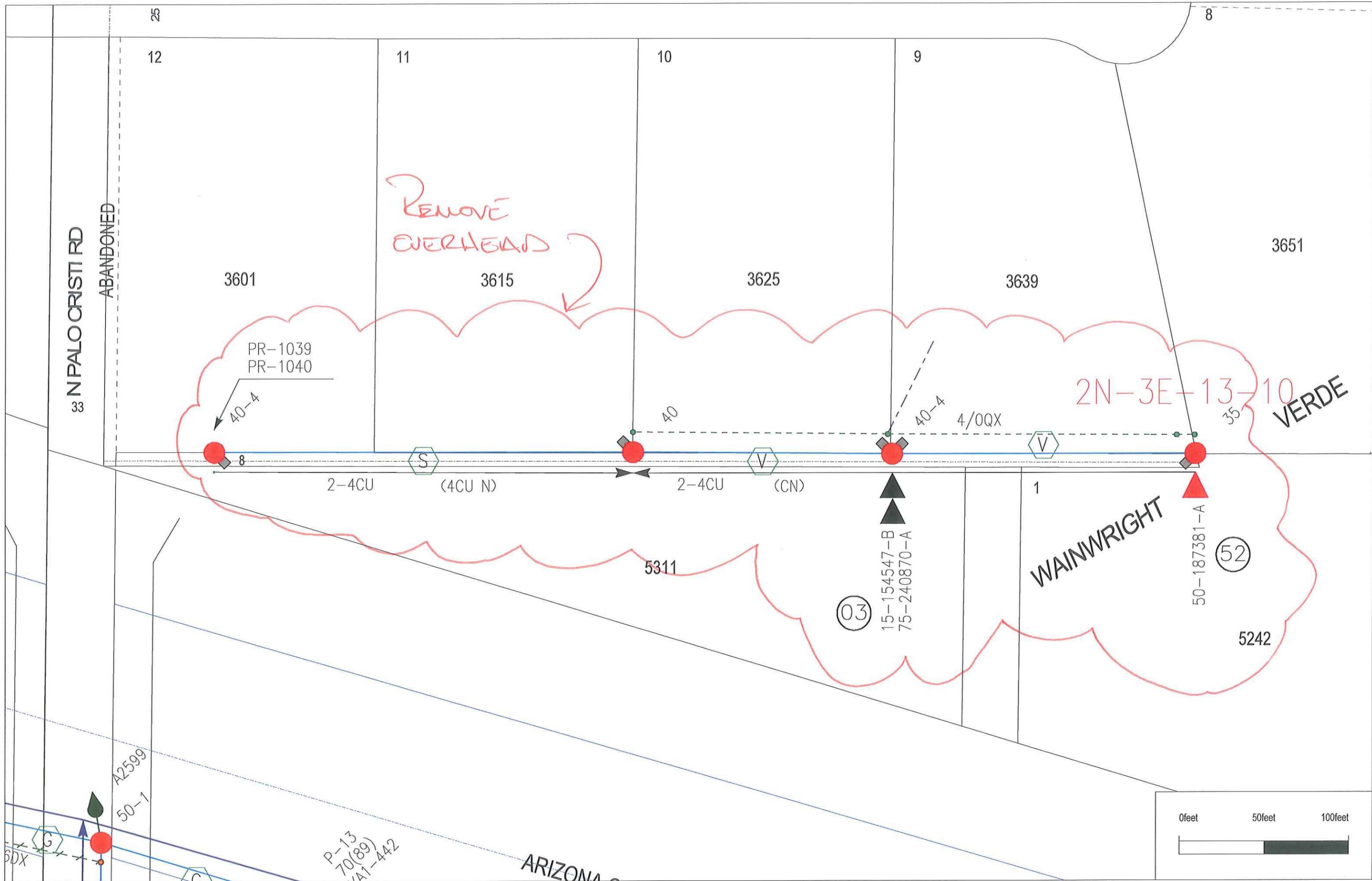
Printed Name: Vincent Silvestro

Title: Project Leader

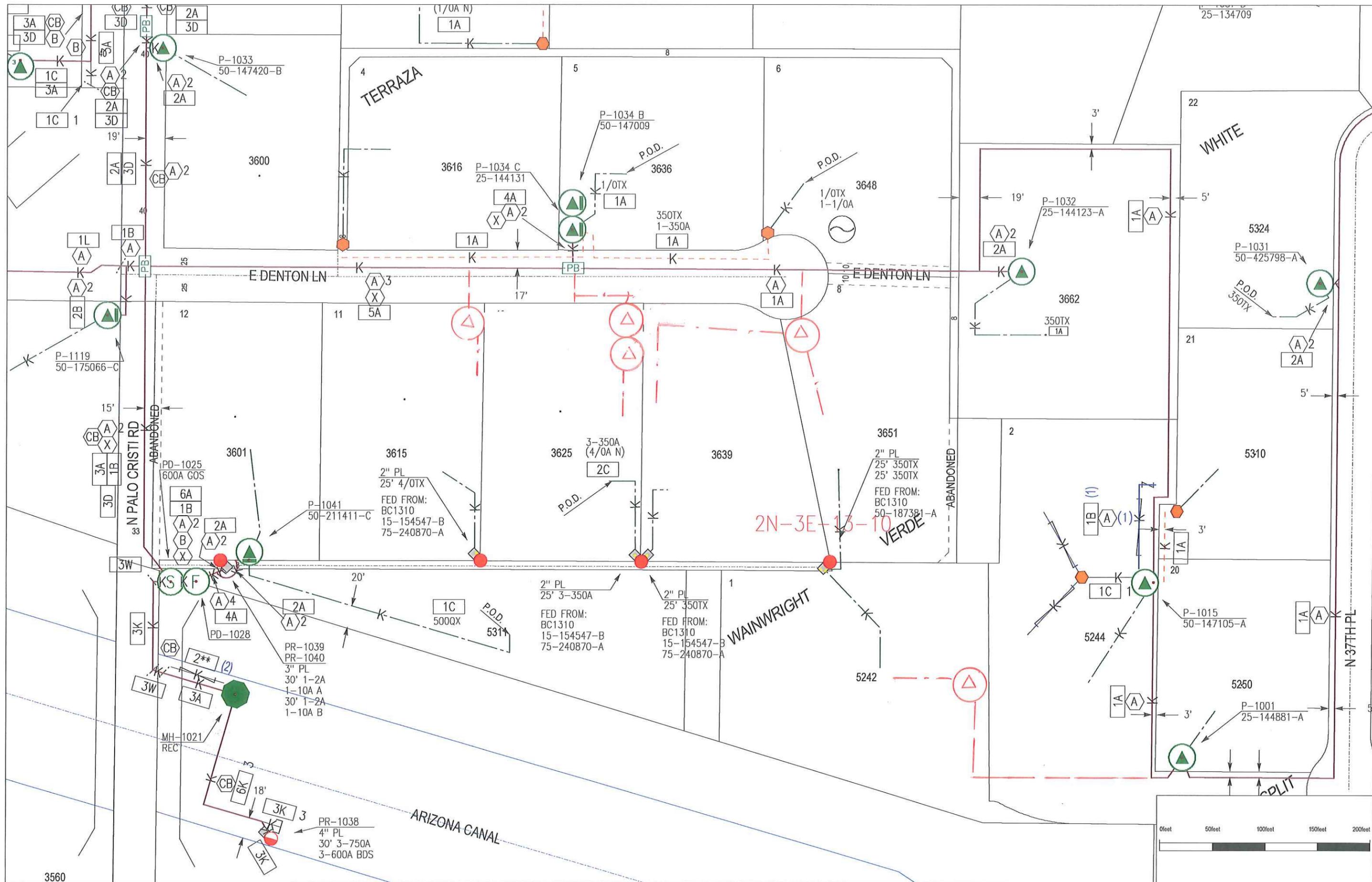


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14. The title to all work performed by SRP, or performed by Municipality at SRP's request and accepted by SRP, shall remain with SRP at all times.
15. Municipality shall meet with an SRP inspector before construction begins. The meeting may be scheduled by calling SRP Inspection Scheduling.



THESE PRINTS OF THE SRP OVERHEAD AND UNDERGROUND ELECTRICAL FACILITIES SHOULD BE CONSIDERED AS A GUIDE TO, BUT NOT AN EXACT LOCATION OF, THE LOCATION OF OUR EXISTING FACILITIES. SRP MAKES NO REPRESENTATION AS TO THEIR ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE.



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