

SERVICES AGREEMENT
CITY OF GLENDALE INFILL STREET LIGHTING SERVICES
City of Glendale Solicitation No. RFP 22-16

This Services Agreement for City of Glendale Infill Street Lighting Services ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and Fluoresco Services, LLC, an Arizona limited liability company, authorized to do business in Arizona ("Contractor") as of the ____ day of _____, 2022 ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 22-16 (the "Project");
- B. City desires to retain the professional services of Contractor to perform certain specific duties and produce the specific work as set forth in the Project Scope of Work ("Scope");
- C. Contractor desires to provide City with services ("Services") consistent with industry-best practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Contractors and Subcontractors.

1.1 Services. Contractor will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other Contractors retained by City.

2. Schedule. The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. Contractor's Work.

3.1 Standard. Contractor must perform Services in accordance with the standards of due diligence, care, and quality prevailing among Contractors having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Neither Contractor nor any SubContractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

- a. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.
- b. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Contractor grants to City exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City will also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Subcontractors will not exceed \$900,000 as specifically detailed in **Exhibit B** ("Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.

- a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

- 4.3 Allowances. An "Allowance" may be identified only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.
- a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts and any unused allowance at the completion of the Project will remain with City.
 - b. Contractor may not add any mark-up for work identified as an Allowance and which is to be performed by a SubContractor.
 - c. Contractor will not use any portion of an Allowance without prior written authorization from the City.
 - d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

5. Billings and Payment.

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its SubContractors; and
 - (2) Unconditional waivers and releases on final payment from all SubContractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Contractor will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Services furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provisions of Sec. 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or Contractor of any other party to this Agreement.

8. **Insurance.** For the duration of the term of this Agreement, Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Contractor, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

8.2 **Indemnification.**

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Subcontractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

- 8.3 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:
- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Contractor or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
 - b. For any claims related to this Project, the **Contractor's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
 - c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.
- 8.4 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Contractor has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.
- 8.5 **Waiver of Subrogation.** **Contractor hereby agrees to waive its rights of subrogation which any insurer may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agent(s) and subcontractor(s).
- 8.6 **Verification of Coverage.** Within 15 days of the Effective Date of this Agreement, Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Contractor's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.
- Contractor's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Contractor to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.
- 8.7 **Subcontractors.** Contractor shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.
- 8.8 **Special Risk or Circumstances.** The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Contractor, the Project or the insurer.
9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrants its compliance and that of its SubContractors with all federal immigration laws and regulations that relate to

their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or SubContractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and SubContractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The Contractor and SubContractor shall cooperate with the City's random inspections, including granting the City entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

11. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

12. Notices.

12.1 A notice, request or other communication that is required or permitted under this Agreement (each "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Fluoresco Services, LLC
c/o Gary Gryder, Vice President of Business Development
4048 E Superior Avenue
Phoenix, AZ 85040
Tel: 602-276-0600
Email: ggryder@fluoresco.com

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o David Beard, City Engineer
5850 W. Glendale Avenue
Glendale, Arizona 85301

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.
- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
 - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
 - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

13. Entire Agreement; Survival; Counterparts; Signatures.

13.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts, if any, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

13.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

14. Term.

14.1 The term of this Agreement commences upon the effective date and continues for a two (2) year period with the option of an additional one (1) year renewal.

14.2 Extension for Procurement Processes. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

15. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

16. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation

[SIGNATURES ON FOLLOWING PAGE.]

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

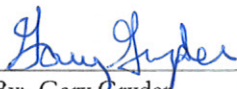
ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Fluoresco Services, LLC,
an Arizona limited liability company



By: Gary Gryder
Its: Vice President of Business Development

**EXHIBIT A
CITY OF GLENDALE INFILL STREET LIGHTING SERVICES**

PROJECT

Fluoresco Services, LLC shall install infill street lights in SRP and APS service areas around the City of Glendale in accordance with RFP 22-16 Scope of Work (ATTACHMENT 1).



ATTACHMENT 1
**CITY OF GLENDALE
PROCUREMENT DIVISION
REQUEST FOR PROPOSAL**

SOLICITATION NUMBER: RFP 22-16

ONLINE BID NUMBER: 42200026

TITLE: CITY OF GLENDALE INFILL STREET LIGHTING SERVICES

PUBLISHED DATE: MAY 11, 2022

PRE-OFFER CONFERENCE: **MAY 25, 2022, 10:00 AM Local Time**
Glendale City Hall, 5850 W. Glendale Avenue, 3rd Floor, Conference Room 3A, Glendale, Arizona 85301
Attendance is NOT required but strongly encouraged.

OFFER DUE: **JUNE 1, 2022, 2:00 PM Local Time**
Offer Submission Through [Vendor Self-Service \(VSS\) Online Bid System](#).
NOTE: This is a sealed proposal process requiring proposals to be submitted before the date/time shown above. If errors occur when submitting through VSS, email or call using contact information below.

CONTACT: Elmer Garcia, Contract Analyst
Purchasing-Procurement Division
623-930-2866
Egarcia1@glendaleaz.com

Proposals shall be opened using the City's electronic bidding system on the specified due time and date identified herein. All information contained in the proposals shall be confidential to avoid disclosure of contents prejudicial to competing Offerors.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

The [Vendor Self-Service - New and Existing Vendor Registration Guide](#) provides detailed instructions for registration for both new and existing vendors.



City of Glendale
Solicitation Number: RFP 22-16 / 42200026
CITY OF GLENDALE INFILL STREET LIGHTING SERVICES

CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

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Additional RFP EXHIBITS

1. EXHIBIT 1: Special Notices
2. EXHIBIT 2: Special Terms and Conditions
3. EXHIBIT 3: Insurance Requirements
4. EXHIBIT 4: Sample Agreement (Template)
5. EXHIBIT 5: Infill Street Lighting Construction Documents
6. EXHIBIT 6: Infill Street Lighting Technical Specifications

Required Submittal Documents

1. Response Workbook – To be completed by Offeror and submitted as their response.
2. Pricing Workbook – To be completed by Offeror and submitted as their response.



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1.0 INTRODUCTION

- 1.1 The City of Glendale, Arizona, is soliciting Request for Proposals from qualified vendors to install infill street lights in SRP and APS service areas around the City.
- 1.2 The Contractor shall provide for all labor and materials in the resulting contract.

2.0 OBJECTIVE

The City intends to contract with an experienced, reliable and qualified, contractor to maintain and service City of Glendale Infill streetlights.

3.0 SCOPE OF WORK

3.1 Background

1. The City of Glendale's streetlighting program is comprised of approximately 21,300 streetlights. There is a need within the City to install streetlights where City residents have requested lighting. The City will be installing approximately 85 lights under this RFP including pole and mast arm. SRP and APS are the two utility services that will be providing designs to supply power to the installed lights. Their respective breakdown of the 85 identified lights is as follows:
 - A. APS Horizontal Mount; Road Classification – Local: 43 Infill Lights
 - B. APS Post Top Mount; Road Classification – Local: 1 Infill Lights
 - C. APS Horizontal Mount; Road Classification – Arterial: 7 Infill Lights
 - D. SRP Horizontal Mount; Road Classification – Local: 32 Infill Lights
 - E. SRP Horizontal Mount; Road Classification – Collector: 2 Infill Lights

The Contractor will be provided construction documents and utility design plans to utilize for pole placement and installation.

3.2 General Qualifications

1. Contractor shall employ qualified experienced personnel only to perform the various functions as required by local codes, ordinances, and statutes.
2. Contractor shall note that a certified lineman (International Brotherhood of Electrical Workers (IBEW) or equal classification) is required when working on lighting equipment on utility company facilities and a certified lineman may be required depending on repair needs and locations. OSHA Regulation 1910.333(c)(2) states "Only qualified persons may work on electric circuit parts or equipment that have not been deenergized under the procedures of paragraph (b) of this section. Such persons shall be capable of working safely on energized circuits and shall be familiar with the proper use of special precautionary techniques, personal protective equipment, insulating and shielding materials, and insulated tools."



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3. Permits and Licenses. Contractor shall maintain, in current status, Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.

3.3 General Requirements

1. Contractor agrees to furnish all required labor, material, construction equipment, transportation, and services for citywide infill streetlight installation.
2. Contractor shall comply with State and City statutes governing utility clearances, "Blue Stake/AZ811" regulations, Traffic Barricade requirements, Maricopa Association of Governments (MAG) Standards and Specifications, and City Ordinances.
3. The Contractor agrees to comply with all federal, state, and local laws or ordinances, including environmental regulations, the National Electrical Code (NEC), the National Electrical Safety Code (NESC) and all applicable ADOSH regulations.
4. Contractor shall provide and have readily available support equipment to install the street and area lighting systems at the mounting heights, stated in the construction documents, safely and effectively. In addition, the Contractor shall have readily available equipment to trench and auger holes in the ground that will be necessary for conduit and/or pole installations and the ability to hold and set the pole and mast arm safely and effectively.
5. The Contractor shall maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this agreement to ensure acceptable and timely completion of the work.
6. Monthly Billing. Invoice statements shall be provided monthly by the Contractor with each invoice having a unique invoice number and the invoice accompanied by a list of items constructed according to the pricing workbook. To facilitate review of monthly billings, all billable work orders shall be provided in work order number order showing all billable work. To meet City accounting requirements, all billings for a fiscal year (ending June 30) must be submitted and received by early July.
7. Site Cleanup. At the conclusion of each pole service, the job site (defined as the area of impact related to the work order) shall be restored to its original condition. Debris such as concrete, wire, fuses, wire connecting caps, and tape shall be collected and removed from the job site.
8. Arizona Public Service (APS) charges a **\$105.98** (including taxes) Trip Charge every time their staff go to a streetlight pole location at the City's (or its contractor's) direction. This charge will apply to each pole installation due to the energization process that APS must complete. The charge also applies if APS is sent to a location needlessly. The City will hold its contractor responsible for utility company assessment of Trip Charges when the charge is assessed due to an error or mistake by the contractor.



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9. The Contractor is responsible for all communication with the power provider (APS or SRP) to ensure prompt and accurate energization of poles that have been installed.
10. Landscape Restoration. It is the Contractor's responsibility to restore all property, landscaping, paving, driveways, and irrigation conduit that are disturbed during streetlight maintenance or construction to their original condition in conformance with Maricopa Association of Governments Specifications, Section 107.9.
11. Warranty. The conduit trench backfill and compaction shall be guaranteed for a period of three (3) years from the date of final acceptance by the Streetlight Management, against defects in workmanship, failure, malfunction of materials and/or equipment. The Contractor shall guarantee all other work for a period of one (1) year from the date of final acceptance by the Streetlight Management, against defects in workmanship, failure, malfunction of materials and/or equipment. This guarantee is to be in writing to the City at the time of issuing final acceptance. Work found to be defective within the warranty period shall be replaced without cost to the city.
12. Licensing Requirements. The electrical Contractor shall comply with all licensing requirements set forth by the State Registrar of Contractors' office to perform work relating to streetlight installation in the city right-of-way.
13. Resident Prior Notification. The Contractor shall give residents at least 72-hours' notice prior to infill streetlighting installation adjacent to resident property or that would require access to a fenced or walled yard. A city-approved door hanger will satisfy this notification requirement. The Contractor's contact information must be included in the notification to report and discuss specific resident concerns. The City will arrange for general community notification through a public relations Contractor but specific advance notifications with affected property owners will be the responsibility of the Contractor.

3.4 **Basic Installation Precautions**

1. Contractor shall be able to identify various types of lines (transmission, distribution, and secondary class power conductors as well as telephone and RF cable) and take the necessary precautions in working around each of lines encountered.
2. Energized Aerial Electric Power Lines. The utility company maintains energized aerial electrical power lines in the immediate vicinity of streetlight poles. Do not consider these lines to be insulated. Individuals working in proximity to these lines are exposed to an extreme hazard from electrical shock. Contractors, their employees, and all others working on City equipment or property must be warned of the danger and instructed to take adequate protective measures, including maintaining a minimum ten (10) feet clearance between the lines and all equipment and personnel. (See OSHA Standard



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1926.1501(a)15.) As an additional safety precaution, Contractor should also be instructed to call the utility company to arrange, if possible, to have these lines de-energized or relocated when the work reaches their immediate vicinity. The cost of such temporary arrangements would be borne by the Contractor. The utility company can often respond to such requests if two (2) days' notice is given, but some situations may require up to 60 days' lead time for relocation or other arrangements.

3.5 Specific Requirements

1. Poles shall be installed per the construction documents in order of priority determined by the City Engineering Department streetlight program.
2. The work environment where a pole is to be installed should be evaluated for the safety of the worker and the public.
3. Poles and arms shall be purchased from the City of Glendale supplier (currently Southwest Fabrication). Material cost for poles and arms is provided by contractor in Pricing Workbook. Contractor shall be responsible for material procurement, storage, and costs and transport of material to the installation location.
4. Work shall conform to the City of Glendale Street Lighting Manual for standards and specifications.
5. All items of salvage value removed from the City right-of-way due to work performed under this contract shall be returned to the City warehouse unless directed otherwise by City staff. The Location of the warehouse is 6429 W. Orangewood Avenue, Building N.
6. When a tree's interlocking branches indicate an installation conflict, the Contractor must notify the City's street lighting program. City staff will send a letter to the property owner requesting the tree be trimmed within a 30-day period. The Contractor will be notified upon trimming completion so the pole can be installed.
7. The Contractor shall work with the City Engineer to coordinate advanced communications to residents who may be impacted by the Contractor's work. The Contractor shall provide written notice of construction activities to the City 45 days in advance of beginning construction. The Contractor shall distribute City provided door hangers to appropriate residents.
8. Inspection shall be provided by the City. Inspection by the City shall not be considered as direct control of the individual workman and his work. The direct control shall be solely the responsibility of the Contractor.



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3.6 Special Traffic Regulations

1. The "Phoenix Barricade Manual" shall apply to all traffic restrictions. Unless otherwise provided, the following traffic restrictions are minimum requirements throughout the term of the agreement.
2. All traffic restrictions listed herein are to supplement the City of Phoenix "Traffic Barricade Manual" and are not intended to delete any part of the manual. All references in the "Traffic Barricade Manual" to "arterial" and/or "collector" streets shall mean "major" streets.
3. A minimum of two (2) travel lanes (one (1) for each direction) shall always be maintained open to traffic on major streets. In addition, all existing travel lanes on arterial streets shall be maintained open to traffic as indicated in the Phoenix Traffic Barricade Manual.
4. A travel lane shall be defined as 12 feet of roadway with a safe motor vehicle operating speed of 25 miles per hour.
5. All vehicles in the work train shall be equipped with an electrical Advanced Warning Arrow Panel to direct traffic around the work zone.
6. The Contractor shall not disturb existing traffic signs, unless noted on construction documents. Street name signs at major street intersections shall be maintained in place at all times. If these signs interfere with installation work, the Contractor shall notify the Public Works Department, Signs and Marking Division, 48 hours in advance, for City forces to temporarily relocate said signs.
7. Local access to all properties on the project shall always be maintained in the form of a safe and reasonable direct route to at least one (1) of the above defined major streets. Whenever local access cannot be maintained, the Contractor shall notify the property owner and the street lighting program at least 24 hours in advance.
8. At any time the infill streetlight installation requires the closure or disruption of traffic in any roadway, alley, or refuse collection easement, such that normal refuse collection will be interfered with, the Contractor shall obtain a no fee barricade permit prior to causing such closure or disruption.
9. The Contractor shall keep all project sites free from accumulation of debris resulting from work specified therein. Broom clean pavement and/or sidewalk to remove debris as necessary.
10. The Contractor shall provide clean and safe crosswalks, and walkways for students attending nearby schools during all hours of school use. In addition to crosswalks, the Contractor shall maintain accessibility to all school bus routes during all hours of school use. The Contractor shall notify minimum one week advance and work with the City's street lighting program to notify the school Principal(s) and the school administration office at least 48 hours prior to any restrictions; and shall restore access as soon as possible.



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11. The Contractor shall maintain emergency vehicle access at all times.

12. The Contractor shall maintain pedestrian paths that meet ADA requirements at all times during the entire length of the project. The Contractor shall ensure that all pedestrian walking areas on this project remain in compliance with all the requirements outlined by all current American Disabilities Act regulations. All pedestrian-walking areas, whether paved or unpaved, shall be maintained open and safely usable at all times. Such measures as backfilling or ramping at a 12:1 slope to existing sidewalks or providing alternate sidewalk areas adjacent to existing sidewalks may be used. In high pedestrian use areas, the City may request temporary hard-surface walkways, and/or covered pedestrian walkways to be installed at no additional cost to the City.

3.7 Time Limits

1. The City requires all infill streetlight installations under the RFP to be installed by one year from NOTICE TO PROCEED. City staff will monitor Contractor progress monthly to ensure the work remains on schedule.

3.8 Changes to Products or Specifications

Throughout the term of this contract, the City reserves the right to add, revise or make changes to services and/or products within the scope of the specifications as may be deemed necessary to best serve the needs of the City.

3.9 Defective Products

All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, inspection, reshipping or other like expenses shall be paid by the Contractor. All replacement services shall be completed within seven (7) days of notification unless additional time is allowed by City staff.

3.10 Safety Standards

All products supplied under this contract shall comply with applicable state, city and federal safety requirements.

3.11 Pricing Requirements

1. Contractor's pricing shall include, but is not limited to, labor, salaries, employee benefits, vehicles, equipment, tools, materials, supplies, travel expenses, shipping, licenses, charges, fees, insurance, profit, and any other associated direct or indirect costs (except sales taxes) necessary to provide the requested products and services.

2. All prices quoted shall be firm and fixed for the specified contract period. The City shall NOT be invoiced at prices higher than those stated in the resultant contract. Other than



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contract pricing, NO additional cost, fees or surcharges shall be allowed by the City.

3. Price Changes. Contractors may submit a request for price adjustments 90 days prior to the contract renewal date. The request shall be in writing and include supportive justification for the proposed price changes. Supporting justification may include cost increase that was clearly unpredictable at the time of the bid and is directly correlated to the price of the product; formal announcement from the manufacturer that the cost of the contract product has been increased, etc.

The City will review the request and will determine if the price adjustments shall be granted or if an alternate option is in the best interest of the City. The price adjustment, if approved, will be effective and executed via a contract amendment.

3.12 Emergency Business Services

1. During an emergency, natural disaster or homeland security event, there may be a need for the City to access the Contractor's business for products or services when needed. All products or services provided to meet an emergency request shall be supplied as per the contract prices, terms and conditions. In general, emergency orders may be placed using a City Procurement Card.

3.13 Primary Contact

1. The overall contract administrator shall be David Beard, City Engineer, Dbeard@glendaleaz.com or his designee.


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EXHIBIT 6 – INFILL STREET LIGHTING TECHNICAL SPECIFICATIONS

PART A SUPPLEMENTAL SPECIAL PROVISIONS

- STOCK PILE LOCATIONS
- SAFETY AND DAILY CLEANUP
- PUNCH LIST ITEMS
- CONSTRUCTION QUANTITIES
- COOPERATION WITH UTILITIES

PART B: BID ITEMS

- ITEM 1 REMOVE LIGHT POLE
- ITEM 2 SRP JUNCTION BOX PER SRP DETAIL 11-3
- ITEM 3 APS JUNCTION BOX PER APS DETAIL 8655
- ITEM 4 ELECTRICAL CONDUIT 1"
- ITEM 5 ELECTRICAL CONDUIT 2.5"
- ITEM 6 GLENDALE P3 POLE, A1 MAST ARM
- ITEM 7 GLENDALE P3 POLE, A3 MAST ARM
- ITEM 8 GLENDALE P3 POLE, A4 MAST ARM
- ITEM 9 GLENDALE P6 POLE
- ITEM 10 GLENDALE P1 POLE, A6 MAST ARM, F1 FOUNDATION
- ITEM 11 AEL AUTOBAHN LED FIXTURE, MODEL ATBS-P10-MVOLT-R2-3K-MP-NL-P7- RFD309346 AND PHOTOCELL
- ITEM 12 AEL AUTOBAHN LED FIXTURE, MODEL ATBS-P10-MVOLT-R2-3K-MP-NL-P7- RFD309347 AND PHOTOCELL



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- ITEM 13 AEL AUTOBAHN LED FIXTURE, MODEL ATBM-P10-MVOLT-R2-3K-MP-NL-P7- RFD308954 AND PHOTOCELL

- ITEM 14 AEL AMERICAN REVOLUTION LED FIXTURE, MODEL 247CL-P45-AS-30K-R3-P7- NL1X1-XC AND PHOTOCELL

- ITEM 16 HMAC TRENCH REPAIR

- ITEM 17 CONCRETE SIDEWALK/DRIVEWAY REPAIR

- ITEM 18 CONCRETE CURB AND GUTTER REPAIR

- ITEM 19 PROVIDE APS ELECTRICAL SERVICE (Each Energization)

- ITEM 19.a PROVIDE APS ELECTRICAL SERVICE

- ITEM 20 PROVIDE SRP ELECTRICAL SERVICE


- ITEM 21 CONSTRUCTION SURVEYING

- ITEM 22 MOBILIZATION/DEMOBILIZATION

- ITEM 23.a TRAFFIC CONTROL (Self-Performed)

- ITEM 23.b TRAFFIC CONTROL (Third Party)

- ITEM 23.c TRAFFIC CONTROL (Third-Party Invoice Markup)

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PART A: SUPPLEMENTAL SPECIAL PROVISIONS

The following project special provisions are modified to add:

STOCK PILE LOCATION

The Contractor shall be responsible for storing all necessary materials for construction on their own property. The City will not be storing any material at their maintenance warehouse or at any marshaling yard.

SAFETY AND DAILY CLEANUP

The contractor shall remove all debris and other deleterious construction material materials from the worksite daily. The Contractor shall at all times so conduct his work as to assure the least possible obstruction to traffic and adjacent residents. The Contractor shall provide for the safety, convenience, and the protection of persons and property, of the general public, and residents along the street, highway, and areas adjacent to the work area.

PUNCH LIST ITEMS

Contractor shall complete all punch list items 30 days after punch list is received by Contractor from the City.

CONSTRUCTION QUANTITIES

The Contractor shall accompany the City of Glendale Engineer/Contract Manager or their representative during measurement of all construction quantities.

COOPERATION WITH UTILITIES


The Contractor shall comply with the requirements of MAG Standard Specifications Sections 105.6 except as modified herein.

The locations of existing underground utilities are unknown and not shown on the plans. It shall be the Contractor's responsibility to notify Blue Stake at 602-263-1100 (1-800- STAKE-IT), field verify all utility locations and to coordinate in a timely manner with pertinent utility companies so that any obstructing utility installation may be adjusted without delay to the Contractor's project schedule.

For new utilities (water, power, signal, fiber optic, lighting, drainage, irrigation, etc.) that are installed as part of this contract, the Contractor shall act as the interim locator of the new utility until As-Builts are completed by the Contractor and Final Acceptance for the project is granted by the City. The Contractor shall be responsible for locating all underground existing facilities by vacuum exploration (potholing) to determine depth, alignment, and clearance in a timely manner; the cost for potholing new or existing utilities shall be included in the cost for other items of work.

Coordination with the pertinent utility companies has been a part of the development of this project. Construction activities shall be coordinated and scheduled to incorporate the following applicable utility construction activities:

- No utility relocations are anticipated.

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The following telephone numbers should put the Contractor in contact with the proper personnel for coordination:

UTILITY COMPANY	CONTACT	PHONE
Salt River Project – Power	Daryl Bearden	(602) 236-6332
Arizona Public Service – Power	Scott Duplessis	(602) 371-6571

The following utility companies have facilities needing adjustment during construction:

Salt River Project – Power for street lighting service.
Arizona Public Service – Power for street lighting service. SRP job number LJ83191

This job provides needed conduit and conductor for the proposed street lighting.

The Contractor shall coordinate with SRP for scheduling of work and access to the site.

SRP will not proceed with any work until all City right-of-way in the work area has been acquired, prior rights have been resolved, relocation alignments approved by the City’s design consultant, SRP Land Department has cleared the job for release, the necessary contracts have been executed, and all the required permits approved by the various municipalities.


SRP requires drivable access to all poles and equipment located in right-of-way for maintenance, operation and construction of power lines.

Any damage to existing, new or partially completed SRP facilities, including survey markers and staking, by the Contractor’s forces or equipment will be the responsibility of the Contractor. No excavation shall take place without Blue Stake.

The City, Design Consultant, or the Contractor must review and approve any proposed shoofly locations. Shooflies required for construction convenience will be paid for by others. SRP will design the most cost-effective shoofly that meets NESC and other required codes. Any expenses for the modification or relocation of a shoofly after initial installation will be at the expense of others.

All shooflies, disconnects, reconnects, and temporary power requirements will be at the expense of the requestor and paid in advance based on the estimate and reconciled to the actual after the work is completed.

All sub-grades and final grades must be identified on City design drawings at the locations of all SRP facilities such as; trench line, pad mounted equipment, pole locations, etc. Horizontal and vertical controls must be established by the Contractor in the immediate vicinity of the work for all grades and survey ties. SRP will require that SRP’s field survey for trench center line and elevation and pole locations be confirmed by the Contractor prior to start of work to insure correct survey data/datum. SRP also requires a final legal description of right of way in areas where right of way monuments have been installed.

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STREETLIGHTS, SIGNAL LIGHTS OTHER SERVICES for situations where the conduits for streetlights, signal lights, landscaping or any service are not in a common trench with SRP the designer will issue the job to and five copies to SRP's inspection group. When the Contractor has installed the trench and conduits, and the conduit and lead from the streetlight or the signal light control cabinet to SRP's point of delivery SRP inspection must be contacted (the last two items must be done by for any situation). Per SRP's Customer Policy and Procedures, the commercial customer is responsible for providing the trench and conduit. Any inspection by SRP does not constitute acceptance of the trench and conduit until SRP has installed the cable, terminated and energized the service. SRP's inspector must be present to observe mandrelling of the conduit and pass the work "Completed" before SRP will schedule the installation of cable to energize the lights or signals. NO STREETLIGHT, SIGNAL LIGHT OR OTHER SERVICE WIRE WILL BE INSTALLED OR CONNECTED UNTIL ALL THE REQUIRED INSPECTIONS HAVE BEEN PASSED. A MINIMUM OF FIVE DAYS NOTICE IS REQUIRED TO SCHEDULE A CREW. IF A CREW SHOWS UP TO DO WORK THAT HAS NOT PASSED INSPECTION A MINIMUM OF FIVE DAYS NOTICE MUST BE GIVEN FOR THE CREW TO RETURN. SRP REQUIRES AN EXECUTED SERVICE AGREEMENT/CONTRACT BEFORE ANY ELECTRICAL WORK WILL PROCEED.

Any streetlights that are to be disconnected for removal and/or construction purposes require a disconnect letter from the owner, and a minimum of 10 working days' notice for a disconnect and/or reconnect. If the streetlights are to be removed, SRP will only remove its cable from any conduit to the point of delivery and abandon the conduit and any direct buried cable. The contractor should confirm ownership of lights before any removal and disposal. The party requesting the disconnect or reconnect will be responsible for the cost. Streetlights and the interconnections are not the property of SRP.


A MINIMUM OF TWENTY (20) DAYS NOTICE IS REQUIRED TO SCHEDULE AN SRP CREW FOR NON-SCHEDULED WORK.

A DISCONNECT IS ONLY THE REMOVAL OF THE METER. If total removal of electrical equipment is required, a written request to remove or abandon equipment is required from the owner of the facilities. All removals are at the expense of the owner and/or requestor.

For all bridge lighting, if any, SRP will provide service to J-boxes adjacent to, but off of, the bridge. All on-bridge conduits, wire fixtures, etc., shall be the responsibility of others.

Any design performed by others for, and on behalf of, SRP must be to SRP standards and specifications and reviewed and approved by SRP. All design and construction by others, including trench and conduit, must be done per SRP specifications (contact SRP for information).

An SRP inspector must inspect any construction performed by others for, and on behalf of, SRP. Any conduit installation or other work that is performed by others for and on behalf of SRP including streetlights that is backfilled, covered or closed before being inspected by SRP will be exposed for inspection at the contractor's expense. Also, after covering the conduit, final approval of any conduit installation requires that the contractor to "blow" a mandrel through the conduit in the presence of the SRP inspector to demonstrate there is no blockage or deformity. A pre-construction meeting shall take place prior to construction. Pre-scheduling of inspection may be available after construction starts. The present phone number for scheduling inspection is 602-236-8684 (Project Services Department). This number may change and will be appropriately updated.)

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Do not excavate within a 25-foot radius or fill within a 15' radius of any power pole without prior approval by SRP. Power poles have not been designed for adjacent excavation or fill. Contractors must submit plans to SRP for approval at least ten (10) working days prior to start of work if construction requires any excavation within a 25-foot radius of a power pole. Review by SRP does not relieve the Contractor of responsibility for protecting structures from impacts of adjacent excavations. Any bracing, guying or other special provision required to allow contractors to excavate next to SRP structures will be prepaid by the contractor.

SRP at its own discretion will determine if SRP will provide the Contractor(s) with paper copies or reproducible copies of any SRP drawings requested by the Contractor(s).

APS job number WA447289

This job provides needed conduit and conductor for the proposed street lighting.

The Contractor shall coordinate with APS for scheduling of work and access to the site.

POWER LINES

The project has a network of underground and overhead power lines. All work at or in close proximity to said lines shall be performed in accordance with all Federal, State, and local laws and regulations, including but not limited to:

- (1) Arizona law regarding "Underground Facilities" (A.R.S. 40-360.21, .22, .24, .26 and .28).
- (2) Arizona law regarding "High Voltage Power Lines and Safety Restrictions" (A.R.S. 40-360.41-.45).
- (3) The Occupational Safety and Health Administration.
- (4) The National Electric Safety Code


Regardless of the means and methods utilized during the construction of the work, the Contractor shall protect all existing utilities during construction. Any damages to the existing utilities resulting from the scope of work, shall be repaired and paid for by the Contractor. The Contractor shall follow all Blue Stake and state laws regarding the protection of utilities during construction.

It shall be the Contractor's responsibility to determine the exact location of the utilities prior to any construction operations and to notify the above-mentioned utility companies at least two working days prior to commencing any work on the project.

END OF SUPPLEMENTAL SPECIAL PROVISIONS

PART B: BID ITEMS (SEE PRICING WORKBOOK)

The following bid items are numbered to correspond to the RFP pricing workbook. They are included to explain details of work not covered by applicable Standard Specifications and to relate

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work and pay quantities to the specific Bid Item number located in the RFP pricing workbook. Any work shown on the plans and not included in a bid item shall be considered incidental to the project.

ITEM 1 REMOVE LIGHT POLE

Description:

The work under these items shall consist of furnishing all labor, materials, tools, and equipment for removal of light pole as indicated on the Project Plans.

Construction Requirements:

All work shall be completed in accordance with MAG Uniform Standard Specifications section 350.

Method of Measurement:

Removal of light pole will be measured per each, including backfill and compaction of any voids, and proper disposal.

Basis of Payment:

The accepted quantities of removal of light pole, measured as provided above, will be paid for at the RFP pricing workbook unit cost per each, which price shall be full compensation for the work, complete in place.

ITEM 2 SRP JUNCTION BOX PER SRP DETAIL 11-3

Description:

The work under these items shall consist of furnishing all labor, materials, tools, and equipment to furnish and install street lighting junction boxes as indicated on the Project Plans.

Construction Requirements:


All street lighting junction boxes provided and installed by the Contractor as specified on the plans and in accordance with SRP specifications. Work under these items includes the furnishing and installation of each junction box, as well as any related appurtenance required by SRP standards.

SRP electrical junction box cover shall be marked "ELECTRICAL".

All junction box lids shall be Fiberlyte or approved equal and have bolt down lids.

Each junction box shall have a 8' X 5/8" copper clad ground rod installed inside with a #6 AWG bare copper lead connecting the ground rod to the landing lug within the pole.

Junction boxes for street crossing shall be furnished and installed by the contractor.

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Method of Measurement:

Street lighting junction boxes will be measured per each, which includes ground rod, ground clamp, ground cable, and installation in accordance with the specifications identified with this document and on the plans.

Basis of Payment:

The accepted quantities of street lighting junction boxes, measured as provided above, will be paid for at the RFP pricing workbook unit cost per each, which price shall be full compensation for the work, complete in place.

ITEM 3 APS JUNCTION BOX PER APS DETAIL 8655

Description:

The work under these items shall consist of furnishing all labor, materials, tools, and equipment to furnish and install street lighting junction boxes as indicated on the Project Plans.

Construction Requirements:


All street lighting junction boxes provided by APS and installed by the Contractor as specified on the plans and in accordance with APS specifications. Work under these items includes installation of each provided junction box, as well as any related appurtenance required by APS standards. Each junction shall have an 8' X 5/8" copper clad ground rod installed inside or adjacent to the junction box per APS with a #6 AWG bare copper lead connecting the ground rod to the landing lug within the pole.

Method of Measurement:

Street lighting junction boxes will be measured per each, which includes ground rod, ground clamp, ground cable, and installation in accordance with the specifications identified with this document and on the plans.

Basis of Payment:

The accepted quantities of street lighting junction boxes, measured as provided above, will be paid for at the RFP pricing workbook unit cost per each, which price shall be full compensation for the work, complete in place.

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ITEM 4 ELECTRICAL CONDUIT 1"
ITEM 5 ELECTRICAL CONDUIT 2.5"

Description:

The work under these items shall consist of furnishing all labor, materials, tools, and equipment to install Electrical Conduit as indicated on the Project Plans.

Construction Requirements:

The Contractor shall provide and install Electrical Conduit as specified on the plans.

The Contractor shall pothole conduit runs at locations where potential conflicts exist ahead of all underground work to allow for sufficient time to resolve any conflicts without impact to construction schedule. The cost associated with this item shall be incidental to the work and shall NOT have a separate pay item. Hand digging is considered a form of potholing and is included in the cost associated with this item.

Trenching, back filling, replacing pavement, temporary pavement/subgrade/subbase curb and gutter, sidewalk and any additional traffic control including steel plates are considered incidental to this item and not paid separately.

Trenching shall be accomplished per the electric utility company standards.

Trench backfill shall be placed in layers not to exceed four (4) inches in thickness and compacted with mechanical tampers or other approved mechanical compactors as directed and approved by the Contract Manager and in conformance with (MAG) 601. Trench compaction density shall be a minimum of 95% and be tested in conformance with (MAG) 601.

Backfill material for trenches in areas of pavement, paved shoulders, or stabilized aggregate shoulders shall consist of ABC slurry with one (1) sack cement. Backfill material for trenches in other areas shall consist of suitable soil or granular material in conformance with (MAG) 702.


All property, landscaping and driveways, which are disturbed during construction, shall be restored to original condition.

Excess and discarded materials shall be disposed of legally.

Trench/conduit crossing the roadway, concrete/asphalt driveways, any areas not being disturbed/reconstructed as part of this project, or areas where final improvements have previously been constructed shall be installed by directional boring, unless otherwise approved by the Contract Manager.

Prior approval from the City is necessary to install conduit under existing pavement using an open trench. Open trench excavation shall be done in accordance with City of Glendale requirements and per the construction plans. The Contractor shall replace all pavement structural section layers removed during excavation, within the limits of the excavation and using methods and materials, which will not in any way diminish the pavement performance.

Conduit and fittings shall be per SRP or APS Specifications.

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Bends in conduit shall be used only when absolutely necessary. The total bending between adjacent junction boxes shall not exceed 180 degrees and the total bending between adjacent light poles shall not exceed 270 degrees. The radius of any field bend shall be not less than twelve (12) times the internal diameter of the conduit. Bends in conduit will not be injured and the internal diameter at the bend will not be reduced.

The Contractor shall check each conduit run by rodding or by pushing a mandrel through the conduit run. Any obstructions in the conduit shall be removed.

Where conduit enters a junction box through a slip hole, locknuts shall be provided to fasten the conduit to the junction box and a lead washer shall be installed under each locknut to weatherproof the connection.

Conduit to be placed under pavements or paved shoulders may be installed by horizontal drilling or jacking methods subject to the approval of Streetlight Management. If the drilling method is used, the bore diameter shall not exceed the outside diameter of the conduit by more than five (5) percent.

Contractor shall provide warranty on trench backfill and compaction per RFP section 3.3.11.

Method of Measurement:

Electrical Conduit will be measured per linear foot, which includes pot holes, trench, backfill and compaction, and installation in accordance with the specifications identified with this document and on the plans.

Basis of Payment:

The accepted quantities of Electrical Conduit, measured as provided above, will be paid for at the RFP pricing workbook unit cost per linear foot, which price shall be full compensation for the work, complete in place, and incidentals necessary to complete the work.

<u>ITEM 6</u>	<u>GLENDALE P3 POLE. A1</u>
<u>MAST ARM ITEM 7</u>	<u>GLENDALE P3 POLE. A3</u>
<u>MAST ARM ITEM 8</u>	<u>GLENDALE P3 POLE. A4</u>
<u>MAST ARM ITEM 9</u>	<u>GLENDALE P6 POLE</u>
<u>ITEM 10</u>	<u>GLENDALE P1 POLE, A6 MAST ARM, F1 FOUNDATION</u>


Description:

The work under these items shall consist of furnishing all labor, materials, tools, and equipment to install infill street lighting poles, including mast arms, as indicated on the Project Plans.

Construction Requirements:

The Contractor shall furnish and install street lighting poles, mast arms and direct-bury pole sonotubes as specified on the plans from the City of Glendale current supplier (Southwest Fabrication).

Light poles conforming to approved shop drawings shall be plumb or aligned by using double nuts and washers or other specified method. After the installation, each light pole shall be adequately grounded via adjacent junction box per SRP and APS standards, and shall have hand hole and base covers fastened in place.

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After erection, poles shall be inspected for defects in the surfaces. Minor scratches (any scratch that does not expose the primer coat) shall be given two (2) coats of an approved zinc-rich paint. The second coat shall not be applied until after the first coat has completely dried. Poles having major scratches or defects (any scratch that exposes the metal or gouges in pole) will not be accepted.

Excavation for poles shall be completed as near as practical to the dimensions shown for the poles. Disturbed facilities shall be restored to their original condition. Discarded materials shall be disposed of legally. The Contractor shall furnish and install a pole number, as indicated on the utility company plans, on each light pole. The identification shall consist of black letters/numbers on yellow background two inches (2") high, dyecut from engineer grade reflectorized sheeting. The number shall be assembled as a vertical label and applied to the streetlight poles on the quadrant of the surface on the pole that faces the street. The top of the label shall be installed eight (8) feet above the ground line.

Streetlight poles shall be wired per electrical utility voltage requirements.

Wiring shall consist of solid 2-#12 single conductor and solid 1-#12 single conductor (bond) type XHHW or THWN pulled from the pole's hand hole or the base of the pole to the luminaire. Wire color for power shall be properly identified.

Cable connections in the hand holes or bases of all light poles and in junction boxes shall be accomplished using approved factory pre-assembled cable connector kits and, in addition, the kit used in the hot leg shall be of a fused type. Where used in hand holes, the kits shall be of a quick disconnect type and fuses shall be 10A Bussmann KTK-R type. Cable connections in junction boxes, other junction boxes, and all enclosures below ground line shall be accomplished using approved factory pre-assembled cable connector kits or other connecting devices approved by the Contract Manager.

Connector kits used in cable connections installed at the last light pole or junction box on a circuit shall have the vacant wire opening plugged in accordance with the manufacturer's recommendations.


Until cable connections have been completed, all exposed cable ends shall be adequately protected by enclosing in plastic bags, taping or other approved means.

Method of Measurement:

Street Lighting Poles and will be measured per each, which includes mast arms and mounting adapters, conductors and fuses, foundations and installation in accordance with the specifications identified with this document and on the plans.

Basis of Payment:

The accepted quantities of street lighting poles, measured as provided above, will be paid for at the RFP pricing workbook unit cost per each, which price shall be full compensation for the work, complete in place. No separate payment will be made for conductors to be installed from the junction box to the luminaire or fuses/fuse holder.

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ITEM 11	<u>AEL AUTOBAHN LED FIXTURE, MODEL ATBS-P10-MVOLT-R2- 3K-MP-NL-P7-RFD309346 AND PHOTOCELL</u>
ITEM 12	<u>AEL AUTOBAHN LED FIXTURE, MODEL ATBS-P10-MVOLT-R2- 3K-MP-NL-P7-RFD309347 AND PHOTOCELL</u>
ITEM 13	<u>AEL AUTOBAHN LED FIXTURE, MODEL ATBM-P10-MVOLT-R2- 3K-MP-NL-P7-RFD308954 AND PHOTOCELL</u>
ITEM 14	<u>AEL AMERICAN REVOLUTION LED FIXTURE, MODEL 247CL-P45- AS-30K-R3-P7-NL1X1-XC AND PHOTOCELL</u>

Description:

The work under these items shall consist of furnishing all labor, materials, tools, and equipment to install LED luminaires as indicated on the Project Plans.

Construction Requirements:

The Contractor shall provide and install LED luminaires as specified on the plans.

Light pole luminaires shall be adjusted vertically and horizontally to provide the required mounting height and the specified alignment with the roadway.

The Contract Manager may require the contractor to clean all streetlight luminaires prior to completing the project. Luminaires shall be cleaned with an approved cleaner to provide the maximum lumen output possible.

ANSI wattage labels shall be installed on the luminaire and visible from the ground when the installation is completed.

Method of Measurement:

LED luminaires will be measured per each, which includes installation in accordance with the specifications identified with this document and on the plans.

Basis of Payment:


The accepted quantities of LED luminaires, measured as provided above, will be paid for at the RFP pricing workbook unit cost per each, which price shall be full compensation for the work, complete in place.

ITEM 15 INVENTORY ALLOWANCE FOR POLES AND MAST ARMS (FROM SOUTHWEST FABRICATION)

ITEM 15A INVENTORY MANAGEMENT FEE (NOT TO EXCEED 5%)

Description:

The work under these items shall consist of furnishing all poles and mast arms from Southwest Fabrication as indicated on the Project Plans.

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Construction Requirements:

The Contractor shall purchase all poles and mast arms from Southwest Fabrication at the negotiated price listed in the Pricing Workbook.

Method of Measurement:

The City has procured fabrication services from Southwest Fabrication and negotiated the prices for the material. The Contractor shall purchase the material at the negotiated price from Southwest Fabrication plus an Inventory Management Fee (not to exceed 5%).

Basis of Payment:

The accepted quantities shall be paid at the negotiated price plus listed in the Pricing Workbook plus an Inventory Management Fee (not to exceed 5%). Price shall be full compensation for the ordering, delivery, and inventory management associated with providing poles and mast arms as noted in the construction drawings.

ITEM 16 HMAC TRENCH REPAIR

Description:

The work under this item shall consist of furnishing all labor, materials, tools, and equipment for asphalt trenching, including full removal and replacement of the asphalt section, for the construction of improvements shown on the Project Plans.

Construction Requirements:


Asphalt trenching, removal, and replacement shall comply with City of Glendale Standard Detail G-319. Width shall be 4' minimum, or as shown on the Project Plans.

Asphalt removal shall comply with MAG Uniform Standard Specifications Sections 205 and 350 in their entirety, including all City of Glendale supplements. All surplus materials shall be immediately hauled from the job site and disposed in accordance with MAG Uniform Standard Specifications Section 205.6. Asphalt removal shall be full depth to the bottom of the existing asphalt section. Contractor shall be responsible for the removal of all material associated with the existing asphalt pavement section, including all asphalt, aggregate base, and any treated subgrade material.

Asphalt replacement shall match the existing asphalt pavement depth and shall consist of the same aggregate base course and asphalt pavement matching the existing removed section. Contractor shall apply tack coat to all exposed edges prior to asphalt replacement. Pavement joint sealant shall be applied in accordance with City of Glendale Standard Detail G-317.

Materials:

Asphalt concrete shall be produced and placed in accordance with MAG Uniform Standard Specifications Section 321 and 710 and City of Glendale Supplements. The Contractor shall be responsible for providing mix designs to the City for review prior to beginning construction. Asphalt mix shall match existing and shall comply with all City of Glendale standards.

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Aggregate base course shall conform in accordance to MAG Uniform Standard Specifications Section 310 and 702 and City of Glendale Supplements.

Tack coat shall conform in accordance to MAG Uniform Standard Specifications Section 329 and 713 and City of Glendale Supplements.

Pavement Joint Sealant shall be CRAFCO Type III Crack Seal or equal approved by the City of Glendale.

Method of Measurement:

Asphalt trench repair shall be measured by the linear foot, at the width provided on the Project Plans.

Basis of Payment:

The accepted quantities of asphalt trench repair, measured as provided above, will be paid for the contract unit price per linear foot which price shall be full compensation for the work, complete in place, which shall include full-depth asphalt pavement removal and replacement. No additional payment will be made for sawcutting or hauling removed material to a suitable landfill or any associated dump fees, the costs considered included in this item.

ITEM 17 CONCRETE SIDEWALK/DRIVEWAY REPAIR

Description:

The work under this item shall consist of furnishing all labor, materials, tools, and equipment for removing and replacing concrete sidewalk and driveways impacted by the construction of improvements shown on the Project Plans.

Construction Requirements:

Concrete removal shall comply with MAG Uniform Standard Specifications Sections 205 and 350 in their entirety, including all City of Glendale supplements. All surplus materials shall be immediately hauled from the job site and disposed in accordance with MAG Uniform Standard Specifications Section 205.6.

Concrete replacement shall match the existing concrete sidewalk or driveway in kind. Sidewalks shall be replaced in accordance with MAG Standard Drawing 230. Concrete driveways shall be replaced in accordance with the applicable City of Glendale or MAG Standard Drawing.


Concrete for sidewalks shall be 4" thick MAG Type B concrete or matching existing thickness, whichever is greater. Concrete for driveway shall be 9" thick MAG Type A concrete or matching existing thickness, whichever is greater.

Materials:

Concrete for sidewalks and driveways shall comply with MAG Uniform Standard Specifications Sections 340 and 725

Method of Measurement:

Concrete sidewalk/driveway repair shall be measured by the square foot.

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Basis of Payment:

The accepted quantities of concrete sidewalk/driveway repair, measured as provided above, will be paid for the contract unit price per square foot which price shall be full compensation for the work, complete in place. No additional payment will be made for sawcutting or hauling removed material to a suitable landfill or any associated dump fees, the costs considered included in this item.

ITEM 18 CONCRETE CURB AND GUTTER REPAIR

Description:

The work under this item shall consist of furnishing all labor, materials, tools, and equipment for removing and replacing concrete curb and gutter impacted by the construction of improvements shown on the Project Plans.

Construction Requirements:

Concrete removal shall comply with MAG Uniform Standard Specifications Sections 205 and 350 in their entirety, including all City of Glendale supplements. All surplus materials shall be immediately hauled from the job site and disposed in accordance with MAG Uniform Standard Specifications Section 205.6.

Concrete curb and gutter replacement shall be in accordance with MAG Standard Detail 220 and shall match existing type and size.

Materials:

Concrete for curb and gutter shall comply with MAG Uniform Standard Specifications Sections 340 and 725

Method of Measurement:

Concrete curb and gutter repair shall be measured by the linear foot.


Basis of Payment:

The accepted quantities of concrete curb and gutter repair, measured as provided above, will be paid for the contract unit price per linear foot which price shall be full compensation for the work, complete in place. No additional payment will be made for sawcutting or hauling removed material to a suitable landfill or any associated dump fees, the costs considered included in this item.

ITEM 19 APS SERVICE FEE (EACH ENERGIZATION)

Description:

The purpose of this item is to provide a funding for the APS fee to energize the light once construction is complete.

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Measurement and Payment:

The City will reimburse the contractor for all direct expenses billed to the contractor for energization. Payment for the billing invoices will be the actual cost as shown on the invoice(s) submitted by the contractor. Such payment shall be full compensation for each utility service, complete in place as specified herein.

ITEM 19.A APS ADMINISTRATIVE FEE ITEM 20 SRP ADMINISTRATIVE FEE

Description:

The purpose of this allowance is to provide a funding source for coordination and paying all necessary fees for permit and hook up to APS and SRP to install a complete functioning electrical service to power the street lighting. This item shall include providing all permits, connection fees, foundations, junction boxes, conduit risers, conduit sweeps, coordination, and required protection when working near overhead lines required by APS and SRP to provide the electrical connection from the APS and SRP transformer to the proposed street lighting.

Construction Requirements:

All work shall conform to the requirements of the utility company. The Contractor shall contact the utility company to coordinate power service and construction requirements.

The Contractor shall secure the necessary utility company permits, pay the related fee(s) for said permit including utility company connection fees, and coordinate the installation of the required power services.

Measurement and Payment:

The City will reimburse the contractor for all direct expenses billed by the utility companies to the contractor plus an administrative markup (lump sum per pole installed). Payment for the billing invoices will be the actual cost as shown on the invoice(s) submitted by the contractor. Such payment shall be full compensation for each utility service, complete in place as specified herein.


ITEM 21 CONSTRUCTION SURVEYING

Description:

The Contractor shall be responsible for construction surveying and staking. As a first element of work, the contractor shall verify data and datum for geometric layout and basis of bearings. Any discrepancies shall be immediately brought to the attention of the Contract Manager prior to start of any construction activities included in these construction documents.

The Contractor shall carefully preserve all construction stakes, reference points and other survey points including City of Glendale control points and benchmarks. In the case of their loss or destruction, the Contractor shall replace them under the supervision of a licensed Arizona Land Surveyor.

The contractor shall be responsible to hire an Arizona Land Surveyor to stake the improvements as shown in the Project Plans.

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Measurement and Payment:

This item consists of an allowance for the sole purpose of reimbursing the Contractor for surveying required to complete construction activities.

ITEM 22 MOBILIZATION/DEMobilIZATION

Description:

Mobilization/demobilization shall include movement of Contractor’s personnel, equipment, supplies and incidentals, including establishment of offices, buildings and other facilities required for the performance of the work on the project, as well as, preparatory work and operations prior to the commencement of the work on the project locations.

Measurement and Payment:

Mobilization/demobilization will be measured for payment by the lump sum as a single complete unit of work. Payment for mobilization/demobilization will be made at the RFP pricing workbook lump sum price. Payment shall be made in equal one-third portions. The first payment will be paid with the Contractor’s initial billing. The second payment will be made when the total payments to the Contractor for the pay items, exclusive of payments for mobilization/demobilization, equal greater than one-half of the initial contracted amount, exclusive of mobilization/demobilization. The remaining one-third will be paid as part of the final payment due to the Contractor.

- ITEM 23.A TRAFFIC CONTROL (SELF-PERFORMED)**
- ITEM 23.B TRAFFIC CONTROL (THIRD PARTY)**
- ITEM 23.C TRAFFIC CONTROL (THIRD-PARTY INVOICE MARKUP)**

Description:

This item consists of a lump sum for self-performed traffic control and a contingency allowance for the sole purpose of reimbursing Contractor for any third party traffic control required to complete construction activities.

Construction Requirements:

See “Special Traffic Regulations” of the RFP solicitation.

Measurement and Payment:

Traffic control shall be measured per each, for self-performed work at each installation location or an allowance plus administrative markup for the sole purpose of reimbursing the Contractor for third party traffic control services required to complete construction activities, which price shall be full compensation for the work as described herein and required to provide temporary traffic control.

END OF ITEM SPECIFICATIONS

EXHIBIT B
CITY OF GLENDALE INFILL STREET LIGHTING SERVICES

COMPENSATION


NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required for the entire term of the Project (including contingencies) must not exceed \$900,000.

DETAILED PROJECT COMPENSATION

See Contractor's response to RFP 22-16 (ATTACHMENT 2).

ATTACHMENT 2

	<p>City of Glendale Solicitation Number: RFP 22-16/42200026 CITY OF GLENDALE INFILL STREET LIGHTING SERVICES PRICING WORKBOOK</p>	<p>CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Ste 317 Glendale, Arizona 85301</p>
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3. PRICING WORKBOOK

Contractor’s pricing shall include, but is not limited to, labor, salaries, employee benefits, vehicles, equipment, tools, materials, supplies, travel expenses, shipping, licenses, charges, fees, insurance, profit, and any other associated direct or indirect costs (except sales taxes) necessary to provide the requested products and services.

ESTIMATED QUANTITIES: Actual quantities are measured in the field, which may include all, some, none or more than the quantities listed in this bid schedule. The City is not obligated to order or accept more than the City’s actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period. No commitment of any quantity is made under this contract and services are on an as-needed basis. The total bid base amount shall include all fees and costs associated with the work.

CONTRACT AWARD: The contract shall be awarded in the amount not to exceed \$900,000.

All prices quoted shall be firm and fixed for the specified contract period. The City shall not be invoiced at prices higher than those stated in the resultant contract. Other than contract pricing, NO additional cost, fees or surcharges shall be allowed by the City. The City will not pay for materials on hand. It is the contractor’s responsibility to keep material availability sufficient to keep the project moving. Any Contractor cost for material (inventory) management is to be included in the Pricing Workbook.

STREET LIGHTING INFILL					
Item No.	Estimated Quantities (A)	Unit of Measure	Description	Unit Price (B)	Extended Amount (A X B)
1.	5	EA	Labor, equipment, and backfill material for light pole removal	\$390.00	\$1,950.00
2.	34	EA	Furnish and Install SRP Junction Box per SRP Detail 11-3, complete in place.	\$656.33	\$22,315.22



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PRICING WORKBOOK

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STREET LIGHTING INFILL					
3.	51	EA	Install APS Furnished Junction Box per APS Detail 8655, complete in place.	\$195.00	\$9,945.00
4.	425	LF	Furnish and Install 1" Electrical Conduit from Junction Box to Pole, complete in place including backfill and hardscape and/or landscape restoration	\$21.02	\$8,934.75
5.	25500	LF	Furnish and Install 2.5" Electrical Conduit to Junction Box per Utility Company Plans, complete in place including backfill and hardscape and/or landscape restoration	\$22.63	\$577,065.00
6.	33	EA	Install Glendale P3 Pole, A1 Mast Arm, and furnish and install wiring from junction box to luminaire, complete in place.	\$780.00	\$25,740.00
7.	43	EA	Install Glendale P3 Pole, A3 Mast Arm, and furnish and install wiring from junction box to luminaire, complete in place.	\$780.00	\$33,540.00
8.	1	EA	Install Glendale P3 Pole, A4 Mast Arm, and furnish and install wiring from junction box to luminaire, complete in place.	\$780.00	\$780.00
9.	1	EA	Install Glendale P6 Pole and furnish and install wiring from junction box to luminaire, complete in place.	\$780.00	\$780.00
10.	7	EA	Install Glendale P1 pole, A6 Mast Arm, F1 Foundation, and furnish and install wiring from junction box to luminaire complete in place.	\$2,340.00	\$16,380.00
11.	75	EA	Furnish and Install AEL Autobahn LED Fixture, Model ATBS-P10-MVOLT-R2-3K-MP-NL-P7-RFD309346 and Photocell, complete in place.	\$387.83	\$29,087.25



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STREET LIGHTING INFILL					
12.	2	EA	Furnish and Install AEL Autobahn LED Fixture, Model ATBS-P10-MVOLT-R2-3K-MP-NL-P7-RFD309347 and Photocell, complete in place.	\$387.83	\$775.66
13.	7	EA	Furnish and Install AEL Autobahn LED Fixture, Model ATBM-P10-MVOLT-R2-3K-MP-NL-P7-RFD308954 and Photocell, complete in place.	\$475.83	\$3,330.81
14.	1	EA	Furnish and Install AEL American Revolution LED Fixture, Model 247CL-P45-AS-30K-R3-P7-NL1X1-XC and Photocell, complete in place.	\$610.50	\$610.50
15.	\$50,000	ALW	Inventory Allowance for poles and mast arms (from Southwest Fabrication).		\$50,000.00
	7	EA	'P1' Pole.	\$533.14	
	77	EA	'P3' Pole.	\$485.49	
	1	EA	'P6' Pole.	\$317.29	
	33	EA	'A1' Mast Arm.	\$85.62	
	43	EA	'A3' Mast Arm.	\$101.31	
	1	EA	'A4' Mast Arm.	\$114.00	
	1	EA	'A6' Mast Arm.	\$245.57	
15a	\$50,000	%	Inventory Management Fee (Not to Exceed 5%)	5%	\$2,500.00
16.	10,250	LF	HMAC Trench Repair	\$9.05	\$92,762.50
17.	2,300	SF	Concrete Sidewalk/Driveway Repair	\$19.34	\$44,482.00
18.	220	LF	Concrete Curb and Gutter Repair	\$22.00	\$4,840.00
Per Location Items					
19.	52	EA	APS Service Fee (Each Energization)	\$108.50	\$5,642.00
19a.	52	LS	APS Administrative Fee	\$200.00	\$10,400.00
20.	33	LS	SRP Administrative Fee	\$200.00	\$6,600.00
21.	85	ALW	Construction Surveying		\$40,000.00

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STREET LIGHTING INFILL					
22.	1	LS	Mobilization/Demobilization	\$0.00	\$0.00
23a.	1	EA	Self-performed traffic control (Per streetlight installation)	\$0.00	\$0.00
23b.	\$10,000	ALW	Third Party Traffic Control Allowance. (For third party invoice)		\$10,000.00
23c.	\$10,000	%	Third Party Traffic Control. For third party invoice markup. (Not to exceed 5%)	5%	\$500.00
GRAND TOTAL (Item Nos. 1-23)					\$998,960.69

DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days

Comply: NO x

If your answer is NO, please state terms offered: %

PAYMENT Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the proposal fee in this Section.

CONTRACTOR NAME: FLUORESCO SERVICES, LLC