

PROFESSIONAL SERVICES AGREEMENT
With FLUORESCO SERVICES LLC
for Street, Pedestrian, and Festoon Lighting Maintenance Services

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Fluoresco Services LLC, an Arizona limited liability company, authorized to do business in the State of Arizona ("Consultant") as of the ____ day of _____, 2023 ("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**, Project (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

- 1.1 Professional Services. Consultant 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 consultants or contractors, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
 - (2) The City must approve the designated Project Manager.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.
 - c. Discharge, Reassign, Replacement.
 - (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit B**.
 - (2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

(3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.

d. Subcontractors. Consultant shall not engage any subcontractor for the work or services to be performed under this Agreement.

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. **Consultant's Work.**

3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants 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. Consultant warrants that:

a. Consultant currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and

b. Neither Consultant nor any Subconsultant 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 Consultant's contracting ability.

(2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. 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.

Consultant 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. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Subject to any limitations expressly stated in the Project Budget, Consultant will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Consultant 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) Consultant 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. Consultant 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 Consultant, the City agrees to indemnify and hold Consultant 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. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$4,000,000 as specifically detailed in **Exhibit C** ("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 Consultant 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 in **Exhibit C** 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 identified in **Exhibit C** and any unused allowance at the completion of the Project will remain with City.
 - b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
 - c. Consultant 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.

- 4.4 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:
- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;
 - b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
 - c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. **Billings and Payment.**

5.1 Applications.

- a. Consultant 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 Consultant and its Subconsultants; and
 - (2) Unconditional waivers and releases on final payment from all Subconsultants 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. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Consultant 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 Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Consultant 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 Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provisions of Sec. 5.
- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Consultant 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 consultant of any other party to this Agreement.

8. **Insurance.** For the duration of the term of this Agreement, Consultant 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 Consultant, 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. Professional Liability. Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of \$1,000,000 for each claim and a \$2,000,000 annual aggregate limit.
- d. 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, Consultant 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 Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), 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, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.
- c. Consultant 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 Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant'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 **Consultant'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 Consultant'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 Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.5 **Waiver of Subrogation.** **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect 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 Consultant, its employees, agent(s) and subcontractor(s).

8.6 **Verification of Coverage.** Within 15 days of the Effective Date of this Agreement, Consultant 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 Consultant'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.

Consultant'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 Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

8.7 Subcontractors. Consultant 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 Consultant, the Project or the insurer.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrant their compliance and that of its subconsultants 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 Consultant or subconsultant'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 Consultant and subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party 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 Consultant will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Consultant with oversight responsibility.

12. **Notices.**

12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "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. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

Fluoresco Services, LLC
c/o Gary Gryder
4048 E. Superior Avenue
Phoenix, AZ 85040
ggryder@fluoresco.com, 602-276-0600

- 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 Charlene Carpenter
5850 W. Glendale Ave, Suite 317
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 Consultant identifying the designee(s) and their respective addresses for notices.

- d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

13. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

14. Entire Agreement; Survival; Counterparts; Signatures.

14.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant 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. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 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.

- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

15. Term.

- 15.1 Renewals. The term of this Agreement commences upon the effective date and continues for a one (1) year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
- 15.2 Extension for Procurement Process. 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.

16. 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.

17. Cooperative Use of Contract. This agreement may be extended for use by other governmental agencies And political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link:
<http://www.mesaaz.gov/business/purchasing/save>

18. 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	Project Scope of Work
Exhibit C	Compensation

(Signatures appear on the 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

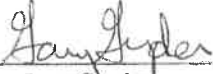
ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Fluoresco Services LLC,
a limited liability company



By: Gary Gryder
Its: Vice President of Business Development

EXHIBIT A
Professional Services Agreement

PROJECT

Contractor will provide installation, maintenance, repair or replacement of street, pedestrian and festoon lighting throughout the City of Glendale as defined in EXHIBIT A, attached herein.



City of Glendale
Solicitation Number: RFP 23-32 / 42300048
STREET, PEDESTRIAN, AND FESTOON
LIGHTING MAINTENANCE SERVICES

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

1. INTRODUCTION

- 1.1 The City of Glendale, Arizona ("City"), Transportation Department invites sealed proposals from qualified vendors to install and maintain street, pedestrian, and festoon lighting throughout the City.
- 1.2 The Transportation Department oversees the maintenance and installation of approximately 20,700 streetlights, 867 pedestrian lights and over 300 festoon lights. Approximately 50% of these lights are in the Salt River Project (SRP) service area and 50% in Arizona Public Service (APS) service area.
- 1.3 The City averages approximately 1,200 work orders for streetlight upgrades, repair, install, and/or removal of street, pedestrian, and festoon lighting.

2. OBJECTIVE

The City of Glendale is seeking qualified contractor(s) to install, maintain, repair or replace street, pedestrian and festoon lighting throughout the City.

3. SCOPE OF WORK

3.1 General Information

A. "City Transportation Lighting System" shall be defined as:

1. Over 20,700 streetlights (19,400 Cobrahead LED and 1,300 Post Top HPS) located within the City right-of-way, including streetlights that are mounted to traffic signal structures and poles owned by Arizona Public Service (APS) and Salt River Project (SRP).
2. 807 Decorative Pedestrian Post Top Lights mounted on poles and walls in downtown Glendale (W Ocotillo Rd to W Orangewood Ave between N 54th Ave and N 62nd Ave).
3. Seven (7) Solar Streetlights near 7100 W Northern Ave and 5600 W Butler Ave
4. 32 Conical Pedestrian Alley Lights located from W Palmaine Ave to W Myrtle Ave between N 57th Ave and N 59th Ave.
5. Over 300 Festoon Lights that are mounted on wire that crosses the street from pole to pole (i.e. southside of W Glendale Ave to the northside of W



City of Glendale
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STREET, PEDESTRIAN, AND FESTOON
LIGHTING MAINTENANCE SERVICES

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5850 West Glendale Avenue,
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Glendale, Arizona 85301

Glendale Ave) near Murphy Park (5812 W Glendale Ave). There are hundreds of more Festoon Lights planned to be installed.

6. 28 Pedestrian Cobrahead Bridge lights located near W Beardsley Rd and N 63rd Ave
7. 61 Cabinets (power supply pedestals) for street, pedestrian, conical, and festoon lights.
8. Over 20 miles of underground wire for street, pedestrian, conical, and festoon lights.
9. Approximately 600 Junction Boxes for street, pedestrian, conical, and festoon lights.
10. All references in this contract to the term "streetlight" refers to all items listed in 3.1.A.1 to 3.1.A.9

B. City Transportation Lighting System consists of:

1. Cobrahead Streetlight LED luminaires;
2. Post Top Streetlight HPS luminaires;
3. Incandescent lamps for FAA lights along Northern Parkway;
4. High Mast Luminaires
5. Wall mounted lights for street and pedestrian lights;
6. Decorative post top pedestrian HPS and LED luminaires
7. Conical pedestrian HPS luminaires
8. Cobrahead pedestrian LED luminaires
9. Festoon bulbs and overhead wire
10. Concrete foundation, two (2) foot X six (6) foot, poured in augured hole with four (4) anchor bolts, backfill, and area restoration;
11. Anchor base steel and aluminum poles with mast arm;
12. Embedded steel and fiberglass streetlight poles with mast arm;
13. Streetlight mast arms mounted on utility poles;
14. Solar panels and battery packs
15. Photocells, cabinets, wire, junction boxes, and bird spikes

C. Contractor shall communicate with City personnel within 24-hour notice for all downed or damaged poles, 24 hours a day, seven (7) days a week, 365 days a year.

D. Authorization to perform street, pedestrian, and festoon lighting maintenance will be in the form of work orders issued to the Contractor. by



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the City and created through the Contractor's proprietary work order creation and management system. These work orders will be numbered and available to the Contractor daily. The only exceptions are for knockdowns or emergency work covered in this bid. Such exceptions will have work orders created the next business day. The contractor shall provide all work order data upon termination/expiration of the contract. In the instance that the City acquires a work order system of their own, the contractor shall replace their work order system with the City's.

3.2 Minimum Requirements

- A. Contractor must be experienced in the installation, handling and disposal of the products associated with the technology of street, pedestrian and festoon lighting.
- B. Contractor shall be prepared to respond as follows:
 - 1. Emergencies: On the effective date of the contract, 24 hours per day, seven (7) days per week throughout the life of the contract.
 - 2. Normal maintenance (Section 3.4.A): The contractor will have up to: Five (5) business days to complete a work order.
 - 3. Outages: Five (5) business days to complete a work order
 - 4. New pole installs: 60 business days to complete a work order
 - 5. AZ811 Locating: Two business days to complete a work order
 - 6. Pole Painting: 20 business days to complete a work order of 1 – 100 poles. 60 business days to complete a work order of 101 – 600 poles
 - 7. Pole Wrapping, Bee Removal: 10 business days to complete a work order.



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3.3 Contractor Qualifications

- A. Contractor shall employ qualified experienced personnel only to perform the various functions as required by local codes, ordinances, and statutes including certification of assigned technicians performing work in the City through the International Municipal Signal Association (IMSA) for Roadway Lighting Level II.
- B. Contractor shall have, or have the ability to obtain, all licenses, certifications, registrations, etc., required to perform all work included herein. As the Roadway Lighting Level II certification through IMSA requires meeting IMSA's training schedule, prompt documentation of progress toward this certification by all assigned technicians shall be provided. Backup technicians shall also be Roadway Lighting Level II certified so there is no interruption or discontinuation of the expected training and service level in this regard once achieved.
- C. 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 monthly 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."
- D. Contractor shall possess and keep in force all licenses, business permits, and other permits required to perform the services of this bid. To be eligible for award, the Contractor shall be registered in the State of Arizona with the class of license required by the Registrar of Contractors for work performed. The Contractor shall provide a Contractor's License that includes: class name, license number, and expiration date at the time of bid submittal.

3.4 Equipment Operation and Maintenance Services

This contract shall include, but not be limited to, the following services. See Price Sheet Section for additional services.

- A. Streetlight Repair Services



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1. Trip Fee - The cost associated with a crew traveling to an assigned work order location(s). A trip fee covers work orders within a two-mile radius per day. All non-emergency open work orders within the two-mile radius must be completed on the same day of when the trip fee is applied unless the Transportation Department determines otherwise (i.e. painting 100 poles in a day). Not applicable to emergency call outs.
2. Emergency Call Out – Exposed wires, electrified pole, leaning pole, etc. Contractor has two hours to get to the location.
3. “False Call” is a work order where there was a field trip made, but no work was performed due to an incorrect or unclear location, the light was found to be working, or the light was determined to not be a City streetlight.
4. Streetlights that have been determined by the Contractor to have an underground fault, on the source feed side of the fuse, shall be marked with red tape or ribbon, and reported to the appropriate utility (either SRP or APS) by the contractor **within 48 hours**. The Contractor shall conduct a monthly follow up with the utility regarding repair status when a light repair has not been reported as complete and update the work order notes accordingly until the repair is reported as complete.
5. Luminaire replacement.
6. Photo-electric control replacement.
7. Placing or replacing pole identification numbers (material supplied by the Contractor) 6’ about ground level. Pole number shall be yellow letters/numbers on black background, three inches (3”) high.
8. Lamp installation or replacement and disposal, including group replacement and spot replacement, disposal of old lamps by using the manufacturer’s recommended method.
9. Install bird spikes (on arm from pole to luminaire).
10. Install luminaire backlight or nose-end shield or other shielding attached to the luminaire. Current specs are 8” shields that need to be trimmed down to 3” for nose-end shields.



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11. Level/Rotate luminaire.
12. Close Luminaire Door
13. LED driver replacement.
14. Clean LED refractors (lenses) to assure that luminaires are free of dust, dirt, or anything that would impair the output of the light after it has been repaired or replaced. This should be completed on routine repairs.
15. Deep clean the inside of a post top or pedestrian fixture, refractors (lenses) and reflectors to assure that luminaires are free of dust, dirt, bugs, or anything that would impair the output of the light after it has been repaired or replaced.
16. Vandalized fixture clean-up (remove loose glass from luminaire, sweep ground of glass).
17. Install or secure refractor (HPS lens cover).
18. Ballast kit installation.
19. Replace starter.
20. Replace capacitor.
21. Replace defective fuses.
22. Replace fuse holder.
23. Hand hole cover repairs.
24. Install and connect ground rod.
25. Repair or replace damaged junction box as determined by the Transportation Department.
26. Level Junction Box



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27. Replace Junction Box Lid
28. Install or remove a Junction Box
29. Pedestrian Pole and Fixture Painting. Includes removal of old paint and/or rust, foreign material, grease, oil, etc., applying paint primer, and paint coat per the City Street Lighting Manual (paint and material supplied by contractor).
30. Residential/Collector Pole and Arm Painting. Includes removal of old paint and/or rust, foreign material, grease, oil, etc., applying paint primer, and paint coat per the City Street Lighting Manual (paint and material supplied by contractor). These tend to be P3, P4, and P6 streetlight poles.
31. Arterial Pole and Arm Painting. Includes removal of old paint and/or rust, foreign material, grease, oil, etc., applying paint primer, and paint coat per the City Street Lighting Manual (paint and material supplied by contractor). These tend to be P1, P2, P5, and P7 streetlight poles.
32. Clean Pole/Arm – Remove dirt, grease, tape, paper, bird feces, or any foreign material.
33. Festoon light bulb replacement
34. Festoon light bulb strand replacement
35. Trouble shoot festoon lighting
36. Electrical Room/Cabinet Adjustment: Reset Clock Timer, Reset Breaker, etc.
37. Replace Solar Panel for Solar Pole
38. Replace Battery Pack for Solar Pole
39. Energize or De-energize Light
40. Tape HHC
41. Remove Base Plate Cover



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42. Power wash AZ811 Paint or Bird Feces
43. Data Collection – Pole measurements, parts numbers, inventory count, etc.
44. Install Safety/Security Item. Includes locks and cones (hole hazard of removed pole).
45. Remove foreign object/device. Typically, devices that residents install on the streetlights such as cameras, festive decorations, wires, shoes, etc. Bring object to transportation staff.
46. Repair or replace defective wiring
47. Pole Inspection – Perform a hammer impact test and look for any other external issues such as damaged or missing parts. This wouldn't include opening the HHC/luminaire/J-Box to look for issues or checking if the light is operating.
48. Bee Removal
49. Vegetation Trimming – Fixture: Trimming of vegetation (trees, bushes, shrubs) that comes in contact with the luminaire or affect the lighting pattern from the streetlight fixtures as determined by the Transportation Department or designee. Trimming will be provided by the Contractor of branches up to a diameter of two inches and debris disposed by the contractor.
50. Vegetation Trimming – Pole: Trimming of vegetation to access the streetlight pole, for purposes such as pole painting and pole numbering.
51. Seedling/Sapling vegetation removal. This is usually used for feral palm trees.
52. Light Function Check – Check if a light is working as intended.
53. String of lights out: Determine the cause of the outage and report it to the utility company if needed.



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54. Wrap Pole – Dig a small radius completely around pole between 12” – 18” deep from grade. If pole is in good condition, clean with wire brush. Apply rust protective paint to clean area to 2’ above grade. Tape pole with 2” rubber grey tape. Start at the bottom of the pole using the ½ lap process and go up the pole a minimum of 12” above ground level. Tape pole with black 10 mil tape. Tape 2 ½” lap layers starting at the bottom of the pole and taping past the rubber tape at the top of the pole and continuing back to the bottom of the pole. Wrap one layer of black tape 2” above the HHC to act as guide for painting process. Install ground rod if required a minimum of 12” away from the pole. Ground rod needs to be driven 6” below ground level being cautious of all Utilities. Blue stake is required, and wet installation is preferred. Bond ground wire from pole to ground rod using proper connector (Acorn). Paint pole with appropriate color. Start at the bottom of the pole and paint up to the alignment black tape above HHC. Replace or fill dirt around the pole. Restoring landscaping and clean up area.
55. Cut new HHC: Cutting a new hand hole in pole for hand hole cover installation
56. Cut new arm hole: Cut hole for mast arm to be installed and install arm clamp.
57. Replace wire from J-Box to Fixture
58. Repair defective wiring fault, on the source feed side of the fuse, shall be marked with red tape or ribbon.

B. Pole Removal and Replacement Services

1. Emergency removal of downed embedded (direct bury) pole.
2. Install embedded (direct bury) pole with mast arm, luminaire, lamp (as necessary), photo-electric control, wiring, fuse, pole number, J-Box, and bird spikes.
3. Emergency removal of downed pole on a concrete foundation.
4. Install pole on existing or newly constructed concrete foundation with mast arm, luminaire, lamp as necessary, photo-electric control, wiring, fuse, pole number, J-Box, and bird spikes.



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5. Non-emergency embedded (direct bury) pole removal.
 6. Non-emergency removal of a pole on a concrete foundation.
 7. Pole realignment to within one (1) degree of plumb in any direction as measured by a digital level.
 8. Install complete 2' X 6' concrete foundation with anchor bolts using an auger and pour prepared concrete per the City Street Lighting Manual.
 9. Install complete 2' X 6' concrete foundation with anchor bolts and rebar cage using an auger and pour prepared concrete per City Street Lighting Manual (for poles planned for a location along far-western Glendale Avenue).
 10. Repair of asphalt (material to be supplied by contractor).
 11. Repair of concrete sidewalk (material to be supplied by contractor).
 12. Caisson Removal - Jack Hammer the top 12" of caisson and remove and/or secure the wire going to the pole.
 13. Install or remove mast arm
- C. Trenching / Boring
1. Trench per utility company standards:
 - A. Three feet deep in grass (any trench up to 36").
 - B. Three feet deep in landscaped area (any trench up to 36").
 - C. Three feet deep in bare earth (any trench up to 36").
 - D. Four feet deep in grass (any trench exceeding 36" up to 48").
 - E. Four feet deep in landscaped area (any trench 36" up to 48").
 - F. Four feet deep in bare earth (any trench 36" up to 48").
 - G. Two feet deep through asphalt (any trench up to 24").
 2. Boring in lieu of trench.



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D. Hourly Rate for Various Services

1. Hourly rate for professional Electrician as approved by Engineer.
2. Hourly rate for Certified Lineman as approved by Engineer.
3. Hourly rate for Service Technician for general repairs and to perform nighttime inspection of streetlights as approved by Engineer.
4. Hourly rate for repair and/or maintenance of a variety of items listed in Pricing Workbook Item No. D.4 as approved by Engineer.

E. Crane Usage

1. Crane rate for hard-to-reach lights such as along Northern Parkway and along Grand Avenue overpasses.

F. Infill Lighting

1. The contractor will be responsible for the following:
 - A. Coordinate with the utility company to obtain an approved design.
 - B. Pay the utility company all associated fees or completing the design of the new pole installation.
 - C. Install new streetlight pole and accessories.
2. Invoice the city for costs associated with items F.1.A to F.1.C.

G. Traffic Signal Services (manufacturing and installation of internally illuminated street name signs. All signs shall be internally lit with LED fixtures)

1. Fabricate (1) 35.5" x 78.5" (6'-0") LED Visibrite street name sign with brackets.
2. Fabricate (1) 35.5" x 102.5" (8'-0") LED Visibrite street name sign with brackets.



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3. Fabricate (1) 35.5" x 126.5" (10'-0") LED Visibrite street name sign with brackets.
4. Fabricate (1) 45.25" x 102.5" LED Visibrite street name sign with brackets – double named streets.
5. Fabricate (1) 28.5" x 71.75" face replacement.
6. Fabricate (1) 28.5" x 95.75" face replacement.
7. Fabricate (1) 28.5" x 119.75 face replacement.
8. Fabricate (1) 38" x 95.75" face replacement – double named face.
9. Fabricate (1) set of brackets with hardware.
10. Installation of the street sign and brackets.
11. Maintenance of the internally illuminated street sign.
12. Repair IISNS LED fixture. To include but not limited to inspection maintenance and replacement of parts and components.
13. Power supplies charge. To include but not limited to inspection maintenance and replacement of parts and components.
14. Traffic control charge. Charges to include traffic control plan and permit fees per City of Glendale procedures.

H. Traffic Control

1. Traffic Control
2. Variable Message Sign
3. Arrow Board
4. Shadow Truck



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3.5 General Requirements

- A. Contractor agrees to furnish all required labor, construction equipment, transportation, and services for the safe "operation and maintenance" of the Citywide streetlighting systems.
- B. Contractor shall comply with State, and City statutes governing utility clearances, "AZ811" regulations, Traffic Barricade requirements, Maricopa Association of Governments (MAG) Standards and Specifications, and City Ordinances.
- C. All maintenance and installation work shall be in accordance with the National Electrical Code, National Electrical Safety Code, and the manufacturer's recommendations.
- D. Contractor shall provide and have readily available support equipment to maintain the street lighting systems at the mounting heights encountered safely and effectively. In addition, the Contractor shall have readily available equipment to mechanically trench, bore, and auger holes in the earth that may be necessary for conduit, pole, and/or concrete foundation installations and the ability to hold and set the pole and mast arm safely and effectively as may be required.
- E. The Contractor shall provide support services for alternative or upgraded streetlight programs initiated by the City.
- F. The Contractor shall provide a web-based portal or other software interface for creating and managing work orders as identified by city staff. The portal shall establish a unique work order number and date of creation for each repair location and data fields to describe the problem or work desired, pole number, and address or approximate location. A field with work order status notes shall be available to cover the range of possible repairs. A field with the date the work order was closed shall be provided and utilized by the contractor and the contractor's staff. A field showing the current assignment of maintenance responsibility (either the contractor, Arizona Public Service, Salt River Project, or city) shall be provided and utilized by the contractor and the contractor's staff. For audit purposes, a list of work orders by assignment organization shall be able to be queried and printed. The contractor shall provide all work order data upon termination/expiration of the contract. In the instance that the City acquires



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a work order system of their own, the contractor shall replace their work order system with the City's.

G. The Contractor shall conduct, every six months, a nighttime inspection of each city arterial streetlight and any other streetlights on specified roadways to identify light outages noting the light's exact location and pole number (as applicable). This information shall be reported to the city's street lighting program within three business days of any roadway segment's inspection so city staff may create work orders as necessary for repair. Any field marker left on the pole for identification purposes must be removed upon repair completion. All work in this category shall be completed within 30 working days from receipt of the work order. In addition, the contractor shall conduct a nighttime inspection every month of the area around West Gate, the downtown pedestrian lights, and festoon lights.

H. MATERIAL SUPPLY The City will furnish materials such as lamps, luminaires, photo-electric controls, ballast kits, capacitors, igniters, wire, fuses, hand hole covers, ground rods, poles, mast arms, conduit, and LED drivers. The City warehouse will supply all material based on a completed Stores Order submitted by the Contractor on an "as-needed" basis and approved by the Program Manager. The Warehouse's Inventory Catalogue will provide stock numbers for the Contractor to aid in placing an order. The City may request that the Contractor provide materials when the City is unable to obtain them in a timely manner. Payment to the Contractor for these requests will be on a time and material basis.

Materials purchased by the Contractor for the City shall be invoiced to the City at Contractor's cost, plus a maximum 10% mark-up. The Contractor shall submit a copy of the invoice for the parts, materials or supplies purchased for the City for verification purposes.

I. 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.

J. MONTHLY BILLING Invoice statements shall be provided monthly by the Contractor. Streetlight and pedestrian light invoices will be grouped into four categories: (Need to add billings categories – Streetlights, Pedestrian, painting, AZ811, Café)



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1. Routine streetlight maintenance work and all other work not involving pole integrity.
 2. Infrastructure repairs such as removal, replacement, and realignment (making plumb) of poles.
 3. Pedestrian light repairs in and around the downtown area.
 4. Pole Painting
 5. Infill Lighting
 6. Traffic Signal
- K. The routine maintenance invoice shall have, as supporting documentation, a list of work orders by type of work completed, a list of work orders by streetlight location, and pole number showing all the chargeable work performed for each work order. To facilitate review of monthly streetlight repair billings, all billable work orders should be provided in work order number order showing all billable work.
- L. To meet City accounting requirements, all billings for a fiscal year (ending June 30) must be submitted and received no later than June 28 of each year.
- M. SITE CLEANUP At the conclusion of all work order repairs, the job site (defined as the area of impact related to the work order) shall be restored to its original condition except for associated damages due to circumstances arising from a pole knockdown. Debris such as broken glass, concrete, wire, fuses, wire connecting caps, tape, and pieces of rusted pole or other metal shall be collected and removed from the job site. Landscape material shall be restored. Site cleanup will be considered incidental to the completion of the work order.
- N. The Arizona Public Service (APS) advised that customers who own their streetlights will be subject to a new \$100 Trip Charge if APS is sent to a location needlessly. The City of Glendale owns its streetlight system and would be subject to this new charge. One example of such a Trip Charge would be due to a report of a No Power condition which is subsequently found by APS to be false. The City will hold its Contractor responsible for utility company assessment of Trip Charges (or similar penalties) when the assessment is a result of an erroneous diagnosis of the problem to complete a repair. APS did not have readily available figures of the frequency of such incidents associated with the City. The City estimates there may be 150 No



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Power reports sent to APS annually. The City understands there have been very few incidents of false No Powers in years. The contractor will be responsible for providing the city credit for each APS trip charge that is associated with a false "no power" call out.

3.6 Basic Maintenance Precautions

- A. Contractor should be aware and assume that the power service to the pole and/or luminaire terminals or splice point is energized and will not be de-energized for the purpose of maintenance of the equipment. Therefore, care shall be taken at all times and the Contractor will be expected to take appropriate precautions in the performance of the maintenance operations.
- B. 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.
- C. 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 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.
- D. 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.



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3.7 Special Traffic Regulations

- A. The contractor shall adhere to the Manual on Uniformed Traffic Control Devices (MUTCD) and the "Phoenix Barricade Manual" for all traffic restrictions. Unless otherwise provided, the following traffic restrictions are minimum requirements throughout the term of the agreement.
- B. All traffic restrictions listed herein are to supplement the (MUTCD) and the City of Phoenix "Traffic Barricade Manual", and are not intended to delete any part of the manuals.
- C. A minimum of two (2) travel lanes (one (1) for each direction) shall be maintained open to traffic at all times on major streets (arterials).
- D. A travel lane shall be defined as 12 feet path allowing vehicles to operate at a speed of 25 miles per hour.
- E. All vehicles in the work train shall be equipped with an Advanced Warning Arrow Panel to direct traffic around the work zone.
- F. The Contractor shall not disturb existing traffic signs. Street name signs at street intersections shall be maintained in place at all times. If these signs interfere with repair work or maintenance activity, the Contractor shall notify the Transportation Department, Signs and Marking Division, 48 hours in advance, for City forces to temporarily relocate said signs.
- G. If the contractor removes the pole that has a stop sign attached to it, the contractor will be responsible for the placement of a temporary stop sign or shall contact the City of Glendale for the placement of a temporary stop sign.
- H. The Contractor shall notify the street lighting program manager immediately of any sign and/or other city assets attached to a streetlight pole where the pole is removed because of a knockdown.
- I. Local access to all properties on the project shall be maintained at all times. Whenever local access cannot be maintained, the Contractor shall notify the property owner and Transportation Department at least 24 hours in advance.



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- J. At any time the streetlight maintenance activity 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 will be responsible to obtain a no fee barricade permit prior to any road closures.
- K. 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. This work will be incidental the completion of the work order.
- L. 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.

3.8 Specific Requirements

- A. 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.
- B. Upon arrival at every repair location, the technician shall perform a visual inspection of the pole and exterior components to identify defects including the pole is leaning three (3) degrees or more in any direction based on assessment using a digital level; the hand hole cover is missing, loose, or screws are broken or rusted; the pole is severely rusted to the point that the pole wall is perforated or may be perforated using a hammer; tree branches obstruct the illumination; the luminaire is not level; missing or incomplete pole numbers, etc. Identified defects should be corrected and noted on the work order or reported to the street lighting or facilities program manager for further action. Any damaged sign and/or other city assets that is/was mounted on the streetlight pole shall be reported to the street or area lighting program manager and the sign delivered to the City Warehouse.
- C. Emergency Work Order Response: In response to "knockdowns", "fall downs", or "blow downs" (when a streetlight has been hit or caused to fall down by some external force) the Contractor shall:
 - 1. In cases where the streetlight program manager or Police Department has determined that the streetlight is a hazard to public safety, the Contractor shall respond within one (1) hours of the receipt of notice



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from the City. Response is defined as a technician being enroute to the reported location.

2. While at the scene of the emergency report, the Contractor shall report findings of injury, property damage, and/or full roadway closure, obtain a police report number if available, and obtain photos showing the scene at the time of arrival and immediately prior to departure. Photographic documentation shall be conveyed to the street lighting program the next business day.

3.9 Reports

- A. Contractor shall coordinate daily by e-mail and/or telephone with the City Transportation Department to receive outage reports and to discuss any problems, future projects, report progress, etc.
- B. Contractor shall report the status and results of daily repairs of all assigned work orders using the city-approved work order management system within a reasonable time. The City reserves the right to contact the Contractor's repair crew(s) directly to request priority or same day repair service as needed. No additional compensation beyond the bid schedule will be approved for this type of contact.

3.10 Time Limits

- A. Contractor shall complete or attempt to complete all reported repair or service work within five (5) business days after notification by the City. If either party is delayed at any time in the progress of the work by force majeure (an occurrence that is beyond the control of the party affected and occurs without fault or negligence), then the delayed party shall notify the other party in writing if requested of delay within eight (8) business hours and shall specify the causes of delay in writing. Notice shall be effectively communicated and shall make a reference to contract time limits. If requested, exemptions to this time limit may be granted in writing by the Transportation Department. In the event of a large reporting of outages, the City and the Contractor will establish a reasonable time for repair; example 500 outages – a repair time of 30 days may be expected. Additional crews would be required to accomplish this. This work would be expected of the Contractor at no additional cost other than the unit costs. Time limits shall be as follows: 10-100 10 business days, 101 – 300 20 business days, 301 – 500 30 business days, malfunctions over 501 will be done within 45 business days.



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- B. Contractor shall agree to have a technician on-site within two (2) hours of notification to clear all hazards and create a safe environment for vehicular and pedestrian traffic relative to streetlight concerns in response to notification by the street lighting, Police Department, City Customer Service Representative, or designee.

3.11 Site Inspection

- A. Contractors should acquaint themselves with the City's street lighting system by visiting these locations to become familiar with any conditions which may affect performance and contract prices.

3.12 Other Contract Terms

- A. Quantities. Quantities listed in this solicitation are the City's best estimate only. The City's actual requirements during the period of the agreement shall be determined by the actual needs and availability of appropriated funds.
- B. Brand Name or Equivalent. There are a number of products that have been determined, through evaluation or testing, to be equivalent to the requirements of the specifications. The list of these brands is not intended to limit or restrict competition. Rather, it is to set the standard of quality, design, performance and characteristics of the products specified herein. Any bid which proposes products that are of equivalent quality, type of material, design and performance will be considered if sufficient evidence and information is given to establish it as equivalent and the City determines the product to be equivalent to the brand name and specifications.
- C. Performance of Service. Performance of the required services shall be completed in accordance with the Scope of Work.
- D. Parts and Materials. The Contractor may furnish all parts and materials for necessary repair services. Replacement parts shall be paid by the City at List Price or MSRP minus % discount offered by Contractor (see PRICING WORKBOOK).
- E. Changes to Products or Services. Throughout the term of this contract, the City reserves the right to add, revise or make changes to products or



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services within the scope of the work as may be deemed necessary to best serve the needs of the City.

1. In the event of such a substitution or deletion of service areas, the City will give the Contractor 10-days' notice prior to date of discontinuance of services and responsibilities.
 2. The Contractor shall not be compensated for the loss of work due to deletions or substitutions.
 3. In the event the City and the Contractor cannot agree on additional service or equipment charges, the City reserves the right to perform the additional services with City personnel, or other outside contract services.
- F. Safety Standards. Products, equipment and supplies supplied by the Contractor under this contract shall comply with the current applicable federal, state and local laws and standards.
- G. Defective Products and Services. All defective products/services delivered to the City shall be replaced and exchanged by the Contractor. The cost of replacing the product/service and other similar expenses shall be paid by the Contractor.
- H. Subcontractors. When subcontractors are used in the performance of certain functions under the contract, subcontractors shall be subject to the same terms and conditions as the Contractor.
- I. Post-Award Conference. After award of the contract, the Contractor may be required to attend a post-award conference when requested by the City.
- J. Permits and Licenses The Contractor shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. 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.



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- K. Order Acceptance. Services performed for the City will be subject to a complete review by the Department. Inspection criteria includes conformity to the specifications, quality and performance standards.
- N. Loss or Damage to City Equipment or Property. When damages to City equipment or property occurs as a result of Contractor's negligence, the City will arrange for repairs or replacement to be made and the costs for making repairs/replacement to the property will be deducted from final payments to the Contractor.
- O. Billing or Invoicing. The Contractor shall not bill the City for unnecessary repairs; repairs that were not completed satisfactorily; repairs that did not fix an identified problem; or for services that were made by staff unqualified to perform the repairs.

Contractor shall ensure that pricing for labor, repair parts, and equipment is consistent with contract prices. Contractor's invoices shall not include unauthorized charges.

3.13 Contract Performance Measures

- A. To ensure the successful performance of the contract, the City may conduct regularly scheduled meetings and discussions with the Contractor (if applicable).
- B. The Contract Administrator will serve as monitor to oversee compliance with the contract requirements and to assist in resolving problems as they occur.
- C. The City reserves the right to make the final determination whether or not Contractor's services have been completed in a satisfactory manner.
- D. In the event the Contractor fails to perform satisfactorily in accordance with the contract requirements, the Contract Administrator shall note the discrepancies and work deficiencies in writing and, unless it is an emergency (in which case a phone call will suffice), shall bring them to the attention of the Contractor's representative.
- E. The Contractor will be given a written notice setting forth the deficiencies to be corrected.



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- F. In the event the Contractor has been notified of a deficiency, the Contractor shall correct the deficiency within three (3) working days.
- G. In the event that the Contractor fails to perform any service within the time specified in this contract, the City may assess a cost of \$50 per day per work order to reimburse the City for the additional management oversight time required to evaluate the service status and monitor the completion of the repair for each delayed service.

In the event of a repair need that cannot be performed by the Contractor due to the following:

- no power
- construction obstacle
- special equipment required
- training is required to complete the repair,

such prohibition or requirement shall be promptly recorded in the automated work order management system. The above unanticipated issues will not be subject to reimbursement.

- H. If Contractor receives five (5) or more documented notices in one calendar year, the City may exercise its option to terminate the contract.
- I. In the event the Contractor has been notified of a deficiency and the deficiency is not corrected, the City may perform the services using City personnel or by a separate contract, and the cost of such actions will be deducted from the Contractor's monthly invoice.

3.14 Emergency Business Services

- A. During an emergency, natural disaster or homeland security event, there may be a need for the City to access the Contractor's 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.


3.15 Contract Administration

- A. The Transportation Program Manager or designee shall perform all Contract Administrative functions associated with this document.

EXHIBIT B
Professional Services Agreement

PROJECT SCOPE OF WORK

Vendor response to RFP 23-32 as described in the attached Exhibit B.

 <p>Glendale ARIZONA</p>	<p>City of Glendale Solicitation Number: RFP 23-32 / 42300048 STREET, PEDESTRIAN, AND FESTOON LIGHTING MAINTENANCE SERVICES RESPONSE WORKBOOK</p>	<p>CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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Offerors to complete this Response Workbook and submit as their response to this RFP.

COVER SHEET

OFFEROR NAME: Fluoresco Services, LLC

OFFEROR ADDRESS: 4048 E Superior Avenue, Phoenix AZ 85040



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OFFER SHEET (Must be printed, signed and returned upon completion)

Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

February 15, 2023
Date

Fluoresco Services, LLC
Legal Company Name

Gary Gryder

Vice President of Business Development

Printed Name (Authorized Signatory)

Job Title

Offeror Certifies it is a (check only one): Proprietorship Partnership Corporation

ggryder@fluoresco.com
Email Address

4048 E Superior Avenue
Mailing Street Address

(602) 276-0600
Phone Number

Phoenix, AZ 85040
City, State & Zip Code

Questions regarding this offer should be directed to (if different from above):

Gary Gryder
Contact Name

(602) 276-0600
Phone Number

ggryder@fluoresco.com
Email Address

FEDERAL TAXPAYER ID NUMBER (Required): 46-4795486

OFFEROR IS A MINORITY OR WOMEN OWNED BUSINESS: Yes No

DO YOU HAVE AN ARIZONA TRANSACTION PRIVILEGE TAX (TPT) LICENSE?

Yes, Number 21024062 Tax Rate: 9.2 OR No, not required to have an Arizona TPT License

CONFLICT OF INTEREST (SPECIAL NOTICES):

No, I do not have a conflict of interest Yes, I have a conflict of interest and response includes the disclosure required (see Section 8.3)

ACKNOWLEDGEMENTS: *By signing this Offer Sheet and submitting the accompanying solicitation response, Offeror is certifying that they have read, understand, and agree to comply with all required terms and conditions provided in the Solicitation and checked off below. Failure to provide this acknowledgement will result in disqualification.*

- Exhibit 1 – Special Notices
- Exhibit 2 – RFP Standard Terms and Conditions
- Exhibit 3 – Insurance Requirements
- Exhibit 4 – Template Agreement

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under

Authorized Signature



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REQUIRED RESPONSES:

Offeror's answers to the following questions will comprise the Offeror's response to this RFP. It should be noted that all attachments or exhibits prepared by the City and referenced herein are incorporated by reference into the Offeror's response and shall be included in a final contract with the successful Offeror. Information prepared by the Offeror and submitted with their proposal *may* be incorporated into a final contract (for example program offerings, curriculum, key personnel, or performance metrics).

1. EXPERIENCE AND QUALIFICATIONS (35%)

Offerors shall provide their company qualification, experience and expertise including:

- 1.1. Describe your firms experience with municipal or other streetlight and facilities lighting maintenance and repair.

Fluoresco Services LLC (Fluoresco) began operations in 1961 in Tucson, Arizona. Fluoresco provides clients with industry-leading design, manufacturing, and maintenance of lighting systems and sign products. Fluoresco has been providing streetlight and facilities lighting maintenance for over 61 years. Over the last several years Fluoresco has held several ongoing contracts with the City of Glendale and is intimately familiar with the requirements/needs of the City.

Fluoresco currently provides street light maintenance services to several municipalities and both major utilities in Maricopa County. The average monthly volume of work orders is between 1500 and 2000 per month depending on the season. In addition, Fluoresco has been the predominant fabricator and installer of illuminated street name signs (ISNS) in Arizona for over 25 years. Just about every city in the Maricopa County uses Fluoresco products. We have listed three references in the bid response work book for both lighting services and ISNS products/services and would be happy to provide more upon request.

In addition, we would like to point out that Fluoresco has an excellent safety record. Our current experience modification rating (EMOD) is .69, which is among the best in the industry for a lighting/sign construction and service company. We would be happy to provide more information about our safety policies, processes and procedures upon request.

Last, we would like to point out that we are very familiar with this program and all the products and services requested in this RFP. We will be ready to hit the ground running and start services on day one. We will not require any time to ramp up, mobilize, develop a computer program or add any resources to start this contract.



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We would be happy to sit down for an interview to answer any specific questions you have about our capabilities should we make the short list of companies you are considering.

- 1.2. Describe experience of key staff involved with the management of the proposed contract and a description of their qualifications, and expertise.

Gary Gryder, Vice President of Business Development: Gary's role on the projects described above presale is: lead sales representative for Fluoresco and the preparation and delivery of the presentation and cost estimates. Post-sale Gary meets with program management teams weekly for an update of the status of the program and is involved in matters that require executive level involvement. Gary has a Bachelor of Science Degree in Business Administration from Northern Arizona University and has been with Fluoresco for 28 years.

Tim Ocker, Service/Project Manager: Tim is the Phoenix Branch Service Manager for Fluoresco. Tim oversees the field crews and coordinates work flow with the Program Manager. He works with the Program Manager to prioritize open work orders and dispatches accordingly. He coordinates the delivery and/or pick-up of materials necessary for these programs. Tim also is in charge of monitoring quality control for street light maintenance work. He will perform this task with random daily checks to work order sites and with our night patrol personnel that randomly verify the operation of recently repaired street lights. Tim will be the primary Fluoresco contact for the City of Glendale. Tim has been responsible for the post sale execution of the city streetlight maintenance programs in Maricopa County. Tim holds the following certifications; International Municipal Signal Association (IMSA) Roadway Lighting Level 2 and an International Association of Lighting Management Companies (NALMCO) Senior Level Lighting Technician. Tim has been employed with Fluoresco for (17) years and has been employed in the lighting industry for (29) years.

Dennis Murphy, Project Manager: Dennis will be responsible for the field operations of all orders in this program. By coordinating with the service manager and the customer service representative, Dennis will help prioritize calls and dispatch the technicians. He will coordinate all Blue Stake locating for new and replacement pole installations. Dennis is in charge of monitoring quality control for street light maintenance work. He performs this task with random daily checks to work order sites and our night patrol personnel that randomly verify the operation of recently repaired street lights. Dennis served honorably for 5 years in the United States Navy. Dennis has been in the lighting sign industry since 2001 and has been with Fluoresco for (3) years.

Russel Young, Underground Construction Superintendent: Russel is the Underground Construction Superintendent for this program. Russel is a working supervisor and will be on an install truck handling new pole installations; removals and knock downs on as needed basis. Russel will assign other installation crews when



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necessary and assists them when they need additional help. Russel currently holds the following certification; (IMSA) Roadway Lighting Level 2 Technician, or an American Traffic Safety Association (ATTSA) Traffic Control Supervisor. Russel has been employed at Fluoresco for 5 years and has been in the lighting industry for 9 years. Russel has been the Lead Street Light Pole Installation Supervisor on the following street light maintenance programs: Salt River Project (SRP), the City of Phoenix in the (APS) Service Territory, the City of Glendale and the City of Goodyear.

- 1.3. Offeror shall submit proof of a Contractor's License that includes class name, license number and expiration date. Include all other license or certifications held that shall be applicable to the work described in this solicitation.

Fluoresco currently has 3 active contractor's licenses in the State of Arizona.
 291762: A17 – Electrical & Transmission Lines, Expires 5/31/24
 291763: CR38 – Signs, Expires 5/31/24
 291764: C11 – Electrical, Expires 5/31/24

- 1.4. Offeror shall submit all applicable IMSA licenses applicable to Roadway Level II certification.

Tim Ocker - IMSA ID#93130
 Antonio Vargas - IMSA ID#104043
 Russel Young - IMSA ID#87649

- 1.5. Submission of a minimum of three references from any governmental agency or municipality showing similar maintenance and repair work as required herein performed within the past five years.

Reference 1:

Salt River Project	1500 N Mill Avenue Tempe, AZ 85281
Lori Jones	(602) 236-4449
lori.jones@srpnet.com	May 2014 - current
Provide a brief summary of Services provided: Pole and Fixture replacement, Electrical Repairs and Maintenance	

Reference 2:

City of Scottsdale	3939 N. Drinkwater Blvd. Scottsdale, AZ 85251
Ruben Salse Jr.	(480) 312-5253
rsalse@scottsdaleaz.gov	October 2020 - current



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Provide a brief summary of Services provided: Pole and Fixture replacement, Electrical Repairs and Maintenance

Reference 3:

City of Phoenix	200 W Washington Street Phoenix, AZ 85003
Vincent Gigliotti	(602) 262-6056
vince.gigliotti@phoenix.gov	November 2018 - current
Provide a brief summary of Services provided: Installation and fabrication of illuminated street name signs	

2. METHOD OF APPROACH (30%)

2.1. Contractor shall describe method and approach for how services will be performed by its employees and the process involved when a request is made to perform services. Response shall include maintenance precautions, traffic restrictions implemented, cleanup, etc.

1. Reporting systems are established at the beginning of the program and are customized to meet the customer's needs.
2. All service records are updated on a daily basis to allow for real time information on each pole in the system.
3. Every program/project team has cross-trained personnel members that can fill in during the absence of a team member.
4. Fluoresco partners with its customers to establish programs that are a win/win for the customer and the contractor. We are continually looking for value engineering opportunities to save the customer valuable budget dollars. A recommendation that Fluoresco would make at the beginning of this program is that the City of Phoenix develop a method of providing its own materials. Many of our municipal customers take this approach and purchase off of the State contract to save money on material. Fluoresco can help set this type of program up for the City and can certainly provide materials if the City does not opt for this approach.
5. Quality control of systems, response times and work performed are monitored on a daily basis. The Program manager for this program starts each day with a report showing the number and status of each open order, priority orders and older service calls are given preference. Each service truck is monitored with a GPS system and the Phoenix Service Branch Manager uses this system to randomly select service calls to observe service work on a daily basis. Fluoresco has a full time night patrol staff that also randomly monitors the operation of recently maintained streetlights.



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6. As described above, Fluoresco utilizes a GPS system not only to monitor service trucks throughout the day but also to assist in routing and scheduling service trucks as efficiently as possible. A demonstration of our GPS system is available upon request. Service schedules can be shared with the customer daily if required.

7. Although claims are rare, any claims that are filed will be initially handled by the Fluoresco Director of Lighting Services. All claims will be processed by the Loss Control Manager in the Fluoresco headquarters.

8. Dispute resolution is also rare but does happen on occasion. Any disputes are escalated per the organization chart attached in section 7.2. Any major issues that may arise will be resolved at the executive level by the Fluoresco Vice President of Lighting Services.

- 2.2. Contractor shall describe their software interface or portal for creating and managing work orders as identified by city staff. What fields are available and other data contained for audit purposes.

Fluoresco uses a third party work order management system owned, operated and maintained by IFS. With the Alliance software there is a customer portal that will give the City the ability to Enter work orders directly into the system and understand the status of each work order in real time via the dashboard or a variety of reports available. All aspects of the jobs, labor, materials, warranty and history can be obtained through the customer's portal.

- 2.3. Contractor shall describe their inspection process after work has been performed, nighttime inspections and reports generated from the inspection which are provided to the city.


Inspection process' for day to day work are both done in person by our field supervisor and/or service manager in addition to the review of notes and before/after pictures of each work order. Nighttime inspections or night patrols are done per contract requirements or as needed given the work orders scope. We can do scheduled inspections each month, quarter, annually or on a job by job basis.

- 2.4. Contractor shall describe how acceptance of work performed and completed is obtained from the City.

All completed work orders are marked "resolved" when complete. Through the portal the city can see that status and can schedule site inspections as needed. If there are no issues the work order is moved to invoicing process.

- 2.5. Contractor shall provide their approach to meeting the City's for repair "Time Limits" as stated in the RFP.

Contractor shall complete or attempt to complete all reported repair or

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service work within five (5) business days after notification by the City. Fluoresco has 10 service technicians in our Phoenix branch that can respond to these calls. We also have 5 additional offices that technicians can be sourced from, if needed.

- 2.6. Contractor shall provide their approach to handling salvageable items that belong to the City.

Items the City would like to salvage would be brought to a designated area and left by our technicians. Frequency would depend on the type of materials. Old Poles, Arms, Fixtures, Signage or any other city owed items.

- 2.7. Contractor shall describe their approach to responding to emergency situations.

In cases where the streetlight program manager or Police Department has determined that the streetlight is a hazard to public safety, Fluoresco shall respond within one (1) hours of the receipt of notice

3. PRICE (35%) Offerors shall submit their pricing in the **PRICING WORKBOOK**.

VENDOR EXCEPTIONS:

Per Exhibit 2.2, Offeror shall note any exceptions to the solicitation documents in this section using the example below:

Document Name: Exhibit 3 – Insurance Requirements
Section: 1.a.i. Commercial General Liability – General Aggregate \$5,000,000
Exception: Vendor’s General Aggregate is only \$3,000,000

No exceptions to list

ADDENDUM RESPONSES AND ACKNOWLEDGEMENT:

Attach addendum response(s) and acknowledgement(s) here.

Fluoresco Services is in receipt of Addendum 1 & 2 issued for this procurement.

CONFLICT OF INTEREST STATEMENT:

If Offeror indicated they have a conflict of interest on the Offer Sheet, Offeror must provide details here. Please refer to the CONFLICT OF INTEREST in “Special Notices” of this solicitation for required information to be included here.

Fluoresco has no conflict of interest to disclose.

	SOLICITATION ADDENDUM	CITY OF GLENDALE Procurement Division 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301
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Solicitation Due Date: February 16, 2023, 2:00 P.M. (Local Time)		

**RFP 23-32
STREET, PEDESTRIAN, AND FESTOON LIGHTING MAINTENANCE SERVICES**

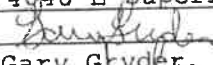
Clarification:

This solicitation will have an all-or-none award.

Question 1: Are subcontractors allowed?

Answer 1: Yes

All other solicitation provisions, terms and conditions and scope of work shall remain the same. Offerors should acknowledge receipt and acceptance by returning this addendum with their proposal.

Name of Company:	Fluoresco Services, LLC
Address:	4048 E Superior Avenue, Phoenix AZ 85040
Authorized Signature:	
Print Name and Title:	Gary Gryder, Vice President of Business Development

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eRFP 23-32
STREET, PEDESTRIAN, AND FESTOON LIGHTING MAINTENANCE SERVICES

Replace Pricing Workbook in its entirety with Revised Pricing Workbook.

EXHIBIT C
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

As described on the attached Exhibit C

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2. PRICING WORKBOOK

Instructions: Offerors shall submit their pricing in a format similar to the Pricing Workbook below.

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

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.

Sales tax shall not be included in the UNIT PRICE for evaluation purposes. However, after contract award, the Contractor shall charge sales tax as a separate item in their invoices.

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. Please type your pricing in the areas provided.

A STREETLIGHT REPAIR SERVICES					
Item No.	Description	Unit of Measure	Estimated Annual Quantity (A)	Unit Price (B)	Extended Price (A X B)
1.	Trip Fee	Each	500	\$ 45.00	\$ 22,500.00
2.	Emergency Call Out	Each	100	\$ 180.00	\$ 18,000.00
3.	False Call	Each	10	\$ 45.00	\$ 450.00
4.	No Power Fee	Each	100	\$ 45.00	\$ 4,500.00
5.	Luminaire replacement.	Each	200	\$ 45.00	\$ 9,000.00
6.	Photo-electric control replacement.	Each	600	\$ 22.50	\$ 13,500.00
7.	Placing or replacing pole identification numbers (material supplied by the Contractor)	Each	200	\$ 22.50	\$ 4,500.00

SOLICITATION ADDENDUM

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Solicitation Due Date: **February 16, 2023, 2:00 P.M. (Local Time)**

8.	Lamp installation or replacement and disposal recommended method.	Each	350	\$ 22.50	\$ 7,875.00
9.	Install bird spikes (on arm from pole to luminaire).	Each	100	\$ 45.00	\$ 4,500.00
10.	Install luminaire backlight or nose-end shield or other shielding attached to the luminaire.	Each	20	\$ 45.00	\$ 900.00
11.	Level/Rotate luminaire.	Each	50	\$ 45.00	\$ 2,250.00
12.	Close Luminaire Door	Each	10	\$ 22.50	\$ 225.00
13.	LED driver replacement.	Each	50	\$ 45.00	\$ 2,250.00
14.	Clean LED refractors (lenses)	Each	800	\$ 22.50	\$ 18,000.00
15.	Deep clean the inside of a post top or pedestrian fixture	Each	200	\$ 45.00	\$ 9,000.00
16.	Vandalized fixture clean-up (remove loose glass from luminaire, sweep ground of glass).	Each	5	\$ 45.00	\$ 225.00
17.	Install or secure refractor (HPS lens cover).	Each	30	\$ 22.50	\$ 675.00
18.	Ballast kit installation.	Each	30	\$ 45.00	\$ 1,350.00
19.	Replace starter.	Each	30	\$ 22.50	\$ 675.00
20.	Replace capacitor.	Each	30	\$ 22.50	\$ 675.00
21.	Replace defective fuses.	Each	200	\$ 22.50	\$ 4,500.00
22.	Replace fuse holder.	Each	50	\$ 22.50	\$ 1,125.00
23.	Hand hole cover repairs.	Each	40	\$ 22.50	\$ 900.00
24.	Install and connect ground rod.	Each	5	\$ 90.00	\$ 450.00
25.	Repair or replace damaged junction box	Each	10	\$ 90.00	\$ 900.00

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26.	Level Junction Box	Each	2	\$ 90.00	\$ 180.00
27.	Replace Junction Box Lid	Each	3	\$ 45.00	\$ 135.00
28.	Install or remove a Junction Box	Each	1	\$ 90.00	\$ 90.00
29.	Pedestrian Pole and Fixture Painting	Each	50	\$ 180.00	\$ 9,000.00
30.	Residential/Collector Pole and Arm Painting	Each	400	\$ 180.00	\$ 72,000.00
31.	Arterial Pole and Arm Painting	Each	50	\$ 180.00	\$ 9,000.00
32.	Clean Pole/Arm	Each	1	\$ 90.00	\$ 90.00
33.	Festoon light bulb replacement	Each	5	\$ 45.00	\$ 225.00
34.	Festoon light bulb strand replacement	Each	1	\$ 360.00	\$ 360.00
35.	Trouble shoot festoon lighting	Each	1	\$ 360.00	\$ 360.00
36.	Electrical Room/Cabinet Adjustment	Each	5	\$ 90.00	\$ 450.00
37.	Replace Solar Panel for Solar Pole	Each	1	\$ 180.00	\$ 180.00
38.	Replace Battery Pack for Solar Pole	Each	1	\$ 180.00	\$ 180.00
39.	Energize or De-energize Light	Each	3	\$ 45.00	\$ 135.00
40.	Tape HHC	Each	1	\$ 45.00	\$ 45.00
41.	Remove Base Plate Cover	Each	1	\$ 22.50	\$ 22.50
42.	Power wash	Each	2	\$ 90.00	\$ 180.00
43.	Data Collection	Each	5	\$ 90.00	\$ 450.00
44.	Install Safety/Security Item	Each	2	\$ 90.00	\$ 180.00
45.	Remove foreign object/device	Each	3	\$ 45.00	\$ 135.00

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46.	Repair or replace defective wiring	Each	200	\$ 90.00	\$ 18,000.00
47.	Pole Inspection	Each	8	\$ 45.00	\$ 360.00
48.	Bee Removal	Each	2	\$ 360.00	\$ 720.00
49.	Vegetation Trimming - Fixture	Each	50	\$ 90.00	\$ 4,500.00
50.	Vegetation Trimming - Pole	Each	5	\$ 90.00	\$ 450.00
51.	Seedling/Sapling vegetation removal	Each	1	\$ 90.00	\$ 90.00
52.	Light Function Check	Each	2	\$ 45.00	\$ 90.00
53.	String of lights out	Each	15	\$ 90.00	\$ 1,350.00
54.	Wrap Pole	Each	1	\$ 180.00	\$ 180.00
55.	Cut new HHC	Each	1	\$ 135.00	\$ 135.00
56.	Cut new arm hole	Each	3	\$ 135.00	\$ 405.00
57.	Replace wire from J-Box to Fixture	Each	10	\$ 135.00	\$ 1,350.00
58.	Repair defective wiring	Each	100	\$ 90.00	\$ 9,000.00
Sub-Total For (A) Item Nos. 1 through 58					\$258,952.50

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B POLE REMOVAL AND REPLACEMENT SERVICES					
Item No.	Description	Unit of Measure	Estimated Annual Quantity (A)	Unit Price (B)	Extended Price (A X B)
1.	Emergency removal of downed embedded (direct bury) pole	Each	75	\$ 780.00	\$ 58,500.00
2.	Install embedded (direct bury) pole with mast arm, luminaire, lamp (as necessary), photo-electric control, wiring, fuse, pole number, J-Box, and bird spikes.	Each	75	\$1,170.00	\$ 87,750.00
3	Emergency removal of downed pole on a concrete foundation	Each	32	\$ 780.00	\$ 24,960.00
4.	Install pole on existing or newly constructed concrete foundation with mast arm, luminaire, lamp (as necessary), photo-electric control, wiring, fuse, pole number, J-Box, and bird spikes.	Each	32	\$ 390.00	\$ 12,480.00
5.	Non-emergency embedded (direct bury) pole removal	Each	22	\$ 390.00	\$ 8,580.00
6.	Non-emergency removal of a pole on a concrete foundation	Each	5	\$ 390.00	\$ 1,950.00
7.	Pole realignment (to within one (1) degree of plumb in any direction)	Each	5	\$ 390.00	\$ 1,950.00
8.	Install 2' x 6' concrete foundation including auguring, four anchor bolts, concrete, and concrete pour	Each	10	\$1,560.00	\$ 15,600.00
9.	Install 2' x 6' concrete foundation including auguring, rebar cage, four anchor bolts, concrete, and concrete pour	Each	1	\$1,950.00	\$ 1,950.00
10.	Repair of asphalt (material to be supplied by contractor)	Square Yard	5	\$ 780.00	\$ 3,900.00
11.	Repair of concrete sidewalk (material to be supplied by contractor)	Square Yard	10	\$ 780.00	\$ 7,800.00
12.	Caisson Removal	Each	5	\$ 390.00	\$ 1,950.00
13.	Install or remove mast arm	Each	5	\$ 292.50	\$ 1,462.50
Sub-Total For (B) Item Nos. 1 through 13					\$228,832.50

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C TRENCHING AND BORING SERVICES					
Item No.	Description	Unit of Measure	Estimated Annual Quantity (A)	Unit Price (B)	Extended Price (A X B)
1.	3' deep trench in grass	Feet	1000	\$ 13.00	\$13,000.00
2.	3' deep trench in landscaping	Feet	1000	\$ 13.00	\$13,000.00
3.	3' deep trench in bare earth	Feet	1000	\$ 13.00	\$13,000.00
4.	4' deep trench in grass	Feet	800	\$ 15.00	\$12,000.00
5.	4' deep trench in landscaping	Feet	800	\$ 15.00	\$12,000.00
6.	4' deep trench in bare earth	Feet	800	\$ 15.00	\$12,000.00
7.	2' deep trench through asphalt	Feet	1000	\$ 18.00	\$18,000.00
8.	Boring in lieu of trench	Feet	500	\$ 70.00	\$35,000.00
Sub-Total For (C) Item Nos. 1 through 8					\$128,000.00

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D HOURLY RATES FOR VARIOUS SERVICES					
Item No.	Description	Unit of Measure	Estimated Annual Quantity (A)	Unit Price (B)	Extended Price (A X B)
1.	Hourly rate for Electrician (trained to do electrical work such as breaker replacement, electrical underground trouble-shooting)	Hour	200	\$ 125.00	\$ 25,000.00
2.	Hourly rate for Certified Lineman (trained to work within minimum approach distance of high voltage overhead lines per OSHA standards)	Hour	10	\$ 150.00	\$ 1,500.00
3.	Hourly rate for a Service Technician (trained to perform general maintenance of lighting components) and to perform quarterly nighttime inspection and reporting of streetlight outages.	Hour	300	\$ 90.00	\$ 27,000.00
4.	Hourly rate for: Fill sinkhole with dirt and compact soil; repair and/or maintenance of power pedestals; to perform wire tracing; to repair or replace photovoltaic panels; and to remove entirety of concrete foundation for decorative pedestrian pole; installation of four new anchor bolts in existing pedestrian light concrete foundation; and to install complete new 1' X 3' concrete foundation for pedestrian pole.	Hour	70	\$ 90.00	\$ 6,300.00
Sub-Total For (D) Item Nos. 1 through 4					\$59,800.00

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E CRANE USAGE RATES					
Item No.	Description	Unit of Measure	Estimated Annual Quantity (A)	Unit Price (B)	Extended Price (A X B)
1.	Crane rate (for accessing difficult-to-reach fixtures on Grand Avenue overpasses and along Northern Parkway)	Each	75	\$ 195.00	\$ 14,625.00
Sub-Total For (E) Item No. 1					\$ 14,625.00

F Infill Lighting					
Item No.	Description	Unit of Measure	Estimated Annual Quantity (A)	Unit Price (B)	Extended Price (A X B)
1.	Infill Lighting	Lump Sum	10	\$1,560.00	\$ 15,600.00
Sub-Total For (F) Item No. 1					\$ 15,600.00

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G Traffic Signal Services					
Item No.	Description	Unit of Measure	Estimated Annual Quantity (A)	Unit Price (B)	Extended Price (A X B)
1.	Fabricate (1) 35.5" x 78.5" (6'-0") LED Visibrite street name sign with brackets.	Each	4	\$3,469.00	\$ 13,876.00
2.	Fabricate (1) 35.5" x 102.5" (8'-0") LED Visibrite street name sign with brackets.	Each	4	\$3,888.00	\$ 15,552.00
3.	Fabricate (1) 35.5" x 126.5" (10'-0") LED Visibrite street name sign with brackets.	Each	4	\$4,633.00	\$ 18,532.00
4.	Fabricate (1) 45.25" x 102.5" LED Visibrite street name sign with brackets – double named streets.	Each	4	\$4,633.00	\$ 18,532.00
5.	Fabricate (1) 28.5" x 71.75" face replacement.	Each	4	\$ 830.00	\$ 3,320.00
6.	Fabricate (1) 28.5" x 95.75" face replacement.	Each	4	\$1,019.00	\$ 4,076.00
7.	Fabricate (1) 28.5" x 119.75 face replacement.	Each	4	\$1,244.00	\$ 4,976.00
8.	Fabricate (1) 38" x 95.75" face replacement – double named face.	Each	4	\$1,244.00	\$ 4,976.00
9.	Fabricate (1) set of brackets with hardware.	Each	4	\$ 505.00	\$ 2,020.00
10.	Installation of the street sign and brackets.	Each	4	\$ 495.00	\$ 1,980.00
11.	Maintenance of the internally illuminated street sign.	Each	4	\$ 95.00	\$ 380.00
12.	Repair IISNS LED fixture.	Hour	4	\$ 95.00	\$ 380.00
13.	Power supplies charge.	Hour	4	\$ 95.00	\$ 380.00
14.	Traffic Control.	Hour	4	\$ 285.00	\$ 1,140.00
Sub-Total For Item (G) Nos. 1 through 14					\$ 90,120.00

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H Traffic Control					
Item No.	Description	Unit of Measure	Estimated Annual Quantity (A)	Unit Price (B)	Extended Price (A X B)
1.	Traffic Control	Each	10	\$ 150.00	\$ 1,500.00
2.	Variable Message Sign	Each	10	\$ 81.00	\$ 810.00
3.	Arrow Board	Each	10	\$ 49.00	\$ 490.00
4.	Shadow Truck	Each	10	\$ 93.00	\$ 930.00
Sub-Total For (H) Item Nos. 1 through 4					\$ 3,730.00

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I ADDITIONAL FEES					
Item No.	Description	Unit of Measure	Estimated Annual Quantity (A)	Unit Price (B)	Extended Price (A X B)
1.	Offerors should include any ONE-TIME database creation and/or software programming fees required to implement this contract. (Please specify if any).	Each	1	\$ 0	\$ 0
2.	Offerors may include any applicable monthly fees for services required to perform the contract (if any). Description of fees: (Please specify.)	Month	12	\$ 0	\$ 0
Sub-Total For (I) Item No. 1 through 2					\$ 0

Grand Total (A through I)	\$799,660.00
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OTHER ITEMS

Offerors should also submit pricing for other products and services that they can provide to the City in the Other Items section of the Price Sheet. Offerors should submit pricing similar to the format below.

J PERCENT MARKUP FROM COST OF VARIOUS PARTS, MATERIALS AND RELATED SUPPLIES PURCHASED FOR THE CITY		
Item No.	Description	Percent Markup from Cost
1.	Percent Markup From Cost of Parts, Materials and Related Supplies Purchased by Contractor for the City. Not to exceed 10%.	10%

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K	ADDITIONAL SERVICES OFFERED TO THE CITY OF GLENDALE		
Item No.	Description	Unit of Measure	Unit Price
1.	After hours emergency service not covered in the Specifications	Hour	\$ 135.00/Hour
2.	Other services (Please specify):_Locating Services	Hour	\$ 108.00/Hour
3.	Other services (Please specify):_ Digger Derek Pole Truck	Hour	\$ 195.00/Hour

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

Comply: YES NO

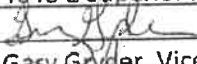
If your answer is NO, please state terms offered: 0%

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.

TAX PERCENTAGE 9.2%

OFFEROR NAME: Fluoresco Services, LLC

All other solicitation provisions, terms and conditions and scope of work shall remain the same. Offerors should acknowledge receipt and acceptance by returning this addendum with their proposal.

Name of Company:	Fluoresco Services, LLC
Address:	4048 E Superior Avenue, Phoenix AZ 85040
Authorized Signature:	
Print Name and Title:	Gary Gryder, Vice President of Business Development

ENTITY INFORMATION

Search Date and Time: 3/17/2023 1:40:29 PM

Entity Details

	Entity Name:
FLUORESCO SERVICES LLC	
	Entity ID:
L19031779	
	Entity Type:
Domestic LLC	
	Entity Status:
Active	
	Formation Date:
2/5/2014	
	Reason for Status:
In Good Standing	
	Approval Date:
2/12/2014	
	Status Date:
	Original Incorporation Date:
2/5/2014	
	Life Period:
Perpetual	
	Business Type:
	Last Annual Report Filed:
	Domicile State:
Arizona	
	Annual Report Due Date:
	Years Due:
	Original Publish Date:

Statutory Agent Information

Privacy Policy (<http://azcc.gov/privacy-policy>) | Contact Us (<http://azcc.gov/corporations/corporation-contacts>) **Name:**

C T CORPORATION SYSTEM

Appointed Status:

Active

Attention:

Address:

3800 N CENTRAL AVE SUITE 460 , PHOENIX, AZ 85012, USA

Agent Last Updated:

6/23/2015

E-mail:

Attention:

Mailing Address:

3800 N CENTRAL AVE SUITE 460 , PHOENIX, AZ 85012, USA

County:

Principal Information

Title	Name	Attention	Address	Date of Taking Office	Last Updated
Member	EVERBRITE LLC		4949 S 110TH ST PO BOX 20020, GREENFIELD, WI, 53228, USA	2/5/2014	2/12/2014
Member	IRA ANDY KLEIMAN		8469 PARDEE DR, OAKLAND, CA, 94621, USA	2/5/2014	1/12/2018

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Address 

Attention:

Address: 5505 S NOGALES HWY, TUCSON, AZ, 85706, USA

County: Pima

Last Updated: 2/6/2014

Entity Principal Office Address

Attention:

Address:

County: Privacy Policy (<http://azcc.gov/privacy-policy>) | Contact Us (<http://azcc.gov/corporations/corporation-contacts>)