

CITY OF CASA GRANDE, ARIZONA

REQUEST FOR PROPOSALS

CITY OF CASA GRANDE STREET LIGHT MAINTENANCE

The City of Casa Grande requests proposals for qualified consulting firms for the maintenance of City Owned streetlights.

Each response shall be in accordance with the RFP instructions and scope of work package on file with the City Clerk at City Hall, 510 East Florence Boulevard, Casa Grande, Arizona, 85122, where copies can be obtained by calling the City Clerk's Office (520) 421-8600, or a complete packet is available on the City's website: www.casagrandeaz.gov.

All responses must be submitted by **1:30 p.m. City time on Tuesday, September 2, 2014** to the City Clerk, Remilie Miller, 510 East Florence Boulevard, Casa Grande, Arizona 85122. The responses will be evaluated in accordance with the RFP instructions and scope of work package.

Responses must be addressed to:

**Remilie Miller, City Clerk
City of Casa Grande
510 E. Florence Boulevard
Casa Grande, Arizona 85122**

The envelope must be boldly marked:

**STATEMENT OF PROPOSALS
CASA GRANDE STREETLIGHT MAINTENANCE
DUE ON SEPTEMBER 2, 2014 AT 1:30 P.M.**

The City of Casa Grande reserves the right to waive any informalities or irregularities in this Request for Proposals, or to reject any or all responses; to be the sole judge of the suitability of the materials offered, and to award a contract for the furnishing of the services it deems to be in the best interest of the City.

/s/James V. Thompson
City Manager

CITY OF CASA GRANDE
REQUEST FOR STATEMENT OF PROPOSALS
CITY OF CASA GRANDE STREETLIGHT MAINTENANCE

The City of Casa Grande requests Statement of Proposals from qualified consulting firms for the maintenance of City owned streetlights. The “contractor” will furnish all the equipment, materials, supplies, personnel, and management and all other items necessary to perform the services specified in this Request for Proposals.

Submittal Documents

Please submit an original and five copies of the proposal. Limit your proposal to twelve (12) single-sided (8.5” x 11”) pages or less, in 12 point or greater font, excluding cover letters, table of contents, and letters of transmittals containing introductory language. If desired, additional materials such as detailed resumes, detailed project descriptions, and/or other information relevant to this project may be included at the end of the proposal in clearly marked appendices.

The name, address, email address and phone number of the key contact person shall be included in the cover letter. Submittals not complying with the format or page count limitation will result in the rejection of the submittal.

Review Process

Selection of firms who submit proposals for this services contract will be made through an evaluation process. Firms may be selected for possible oral interviews. The city reserves the right to dispense with oral interviews and proceed directly to negotiations with the most highly ranked firm.

For firms submitting proposals, the City requires a statement in the proposal that the firms have read and understand all the elements laid out in the Services Contract.

The City will enter into negotiations for a contract with the highest qualified firm. If negotiations do not progress the City will negotiate with the next highest ranked firm.

This Request for Proposals does not commit the City to enter into any agreement, to pay any costs incurred for the preparation of the proposal, for negotiations or for preparation of contract documents for this project.

At any time prior to the specified time and date for receipt of the submissions a Proposer may withdraw their proposals.

The City Of Casa Grande expressly reserves the right to:

1. Waive any immaterial defect or formality.
2. Reject any or all proposals.
3. Reissue the Request for the Proposals.
4. Extend the time frame for the submission of Proposals.
5. Request supplemental information from any or all applicants.

All materials and documents submitted in response to this Request for Proposals will become the property of the City and will not be returned.

Submissions

Submittals must be received at the City Clerks Office at the address listed below and marked as indicated no later than **1:30 pm local time on September 2, 2014**.

Remilie S. Miller, City Clerk
City of Casa Grande
510 E. Florence Boulevard
Casa Grande, Arizona 85122

Outside of package will be identified with:

Statement of Proposals
Casa Grande Streetlight Maintenance

City of Casa Grande primary point of contact for technical questions is:

[Abdul Rashid PE,CFM](#)
[Civil Engineer](#)
City of Casa Grande
Public Works Department
3181 N. Lear Avenue
Casa Grande, AZ 85122
520-421-8625 Ext. [3342](#)



REQUEST FOR PROPOSALS

CITY OF CASA GRANDE STREETLIGHT MAINTENANCE

PROPOSAL DUE DATE –[TUESDAY, SEPTEMBER 2, 2014 @1:30 PM](#)

CITY OF CASA GRANDE
CLERKS OFFICE – CITY HALL BLDG A
510 E FLORENCE BOULEVARD
CASA GRANDE AZ 85122
(520)421-8600

REQUEST FOR PROPOSAL

CASA GRANDE STREETLIGHT MAINTENANCE

I. INTRODUCTION

The City of Casa Grande “City” is accepting sealed bid proposals from qualified companies interested in submitting proposals to provide maintenance for City Owned streetlights. The “contractor” will furnish all the equipment, materials, supplies, personnel, and management and all other items necessary to perform the services specified in this Request for Proposals.

II. BACKGROUND

The City of Casa Grande officially established in 1892 and incorporated in 1915 covers approximately 104 Square miles of area. Historically, the streetlights were owned and operated by the parent utility companies. In 1990, the City purchased streetlight facilities from one of the parent utility company. The City still buys energy from the parent utility company to run the streetlight facilities. There are roughly 3,600 City owned streetlights in the system which requires routine and as-needed maintenance. The streetlights are typically present on streetlights poles owned by the City. Some of the streetlights may also be present on parent company electric distribution poles or poles owned by other entities under contract with the City. The utility company may also be authorized to construct new streetlights for the City ownership. The City currently does not have the staff and/or equipment to maintain all the streetlight system. Currently, the parent utility company is under a contract to operate and maintain City’s streetlight facilities within its service territory.

III. PROJECT OBJECTIVE

The objective of this project is to form an agreement between the City and the Contractor for the maintenance of the City owned streetlights. In addition, the City seeks services for emergency work which may include replacement of poles and fixtures associated with damage caused by vehicle collisions, storms, or other events. Responding companies must be familiar with all aspects of streetlights and streetlight maintenance. The City owned street light within the public right of way are intended to be covered by the services requested in the scope of this contract.

IV. ABBREVIATED SCOPE OF SERVICES

Parties agree that street light maintenance services shall include City owned pole numbering on new or replacement streetlights, customer service/dispatch, night patrols, standard circuit breakers and photocells, and spot relamping, where applicable. The City may also need assistance with claims while collecting for damages from other parties who have damaged City Streetlight facilities. Additional as-needed City authorized work may also be required such as emergency repair or replacement of poles and fixtures, replacement or group replacement of non-functional lights with energy efficient lights i.e. LEDs and, relocation or upgrades of facilities, solar powered lighting, motion sensors, light shielding etc., concrete work, black top work and landscaping restoration associated with pole replacement. Items outside of the scope of streetlight maintenance

services include, but are not limited to, underground cable repair and/or replacement, leaning poles and pole painting.

The term of this Agreement shall be from [October 1, 2014](#) – [September 30, 2019](#). Upon written agreement of both parties, the term of this Agreement may be extended for up to [three \(3\)](#) additional one-year terms.

V. MINIMUM QUALIFICATIONS

In order to qualify for selection, proposer must meet the following minimum requirements:

1. Must be able to execute attachment 1 – Contract for Services, Streetlight Maintenance.
2. Must possess a valid Arizona State Contractor's License, [Class A or B](#), throughout the duration of the agreement and shall be experienced in performing similar services required by the agreement.
3. Must have sufficient experienced personnel and equipment to perform all the work required by the agreement.
4. Must have a proven track record of having provided streetlight maintenance services for three or more cities and/or communities over the past five years.

VI. PROPOSAL REQUIREMENTS

The Proposal must be complete and typed on 8.5" x 11" paper. Submit [one](#) original, [five](#) copies and, [one](#) digital (PDF) copy of your Proposal. The Proposal must include:

- A. Contractor Description. Provide a complete description of your Company including its licenses, work history, organizational structure, equipment, yard/office facilities, and number of employees.
- B. Statement of Qualifications. Provide a "Statement of Qualifications."
- C. Based upon the City's outline of services set forth in the [Exhibit A –Scope of Work](#), the Proposer shall describe the approach the company would use to achieve the Objectives.
- D. The Proposer's scope of services shall include, at a minimum, a description of the major components of services, a description of the work product to be provided by the Proposer and the expected time of completion for each component.
- E. Cost of Maintaining Street Lights including a filled out cost comparison summary entitled "[FEE SCHEDULE](#)" which is included in this RFP in [Exhibit B](#).
- F. Other. Provide any other information proposer believes to be relevant to this RFP.
- G. Agreement. The successful proposer will be required to adhere to the provisions, terms, and conditions of the attached [FEE SCHEDULE](#). Objections to any provisions must be identified in the Proposal. Any exceptions or changes to the [FEE SCHEDULE](#) may constitute grounds to reject the proposal. No response will signify that the [FEE SCHEDULE](#) is acceptable as written.

VII. PROPOSALS RECEIVED AFTER DEADLINE

Proposals received after the time established for receiving proposals will not be considered. No Proposer may withdraw a proposal after the time established for receiving proposals or before the award and execution of the contract, unless the award

is delayed for a period of [ninety \(90\) calendar days](#) after the date of the City's opening of proposals.

VIII. MANDATORY VENDOR MEETING

Before submitting a proposal, each contractor shall carefully read the Specifications and all other contract documents. The contractor shall tour the City and be familiar with all street lights and shall fully inform himself/herself as to all existing conditions and limitations under which the work is to be performed, and he/she shall include in his/her proposal a sum to cover the costs of all items necessary to perform the work as set forth in the contract documents. Date of contractor's site visit(s) shall be noted in their statement of qualifications. All contractors (except for current street light contractor) submitting a bid **MUST ATTEND** the "Request for Proposal" meeting on [Tuesday, August 12, 2014 at 1:30pm at 3181 N Lear Ave, Casa Grande, AZ 85122](#) for a project briefing. For any additional information and questions about the mandatory meeting, contact [Abdul Rashid, Civil Engineer, at \(520\) 421-8625 extension 3342](#).

IX. CONTRACTOR'S LICENSE CLASSIFICATION

The Contractor shall possess a valid [Class A or B Contractor license](#). The contractor's failure to possess the specified license shall render the Bid as non-responsive and shall act to bar award of the contract to any Bidder not possessing said license at the time of award.

X. BID SECURITY AND CONTRACT BONDS

Each Proposal shall be accompanied by either cash, a cashier's check or a certified check, amounting to [not less than ten percent of the bid](#), payable to the order of the City of Casa Grande or by a bond for that amount and payable in the form contained in this package. The successful Proposer will be required to furnish [performance and payment bonds](#), each in an amount not less than [one hundred percent \(100%\)](#) of the contract price, and a maintenance bond not less than [ten percent \(10%\)](#) of the contract price.

XI. REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals and to determine which proposal is, in the City's judgment, the lowest responsive and responsible proposal of a Proposer or group of Proposers. The City also reserves the right to waive any informality in any proposal and to delete certain items listed in the proposal as set forth therein. Costs for developing, submitting, and presenting proposals are the sole responsibility of the Proposer and claims for reimbursement will not be accepted by the City.

XII. QUESTIONS

All proposers must submit their questions in writing. Written answers will be shared with all potential proposers. Submit all written questions no later than [Monday August 25th, 2014, 12:00 p.m. local time](#) to:

[City of Casa Grande](#)
[Abdul Rashid,](#)
[Civil Engineer](#)
[3181 N Lear Ave,](#)
[Casa Grande AZ 85122](#)
arashid@casagrandeaz.gov

XIII. EVALUATION AND SELECTION

The following criteria will be used in evaluating and selecting the preferred proposal:

- A. Statement of Qualifications –experience and staff qualifications.
- B. Clarity and responsiveness of the proposal.
- C. [FEE SCHEDULE](#) Price Comparison

XIV. SUBMITTAL DEADLINE

If you are interested in submitting a proposal for this project, please submit [one](#) original and [five](#) copies, and [one](#) digital (PDF) copy of your Proposal on or before [1:30 p.m., Tuesday 2nd, September, 2014](#). Your proposal should be delivered to the City of Casa Grande, Clerks Office City Hall, 510 E Florence Boulevard, Casa Grande, AZ 58122; ATTN: Remilie Miller, City Clerk. Any proposal received after this time will not be reviewed and will be returned to the consultant.

EXHIBIT A

SCOPE OF WORK

General Conditions

1. **GENERAL:** The work shall be performed in accordance with this Contract document, City of Casa Grande design and construction standards and specifications, the Maricopa Associations of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction - latest revision, and any Arizona Department of Transportation (A.D.O.T) Standards that may apply.

Whenever in the Uniform Standard Specifications, the words "The Contracting Agency" is used, the meaning shall be the City of Casa Grande.

In all cases where ASTM, AASHTO, OSHA, AWWA, USAG, Federal, City addenda to MAG Specifications, Arizona State Highway, or other standard specifications are referred to unless otherwise stated, revisions, supplements or addenda issued on or before the date of this contract, shall prevail. In the event of any conflict between these project specifications and the requirements of the plans, detail drawings, Standard Details and Specifications, these project specifications shall be subsidiary.

2. **DEFINITIONS:** The following terms, as used in or pertaining to the Contract Documents, are defined as follows:

CITY: The word "City" refers to the City of Casa Grande, Arizona.

CONTRACTOR: The word "Contractor" means the person, firm, or corporation with whom the Contract is made by the City.

MATERIALS: The term "Materials" includes, in addition to materials incorporated in the project, equipment and other material used and/or consumed in the performance of the work.

SUBCONTRACTOR: The word "Subcontractor" includes those having a direct contract with the Contractor and those who furnish material worked to a special design according to the plans and/or specifications for this work, but does not include those who merely furnish materials not so worked.

PROJECT MANAGER: The word "Project Manager" means a person, firm or corporation duly authorized by the City, to act for the City in staking out the work, inspecting materials and construction, and interpreting plans and specifications.

CONTRACT DOCUMENTS: The words "Contract Documents" mean the Notice to Contractors, Information for Bidders, General Conditions, Special Provisions, Proposal, Contract, Certificate of Insurance, Plans and Addenda thereto.

Traffic Engineering Division: The words "Traffic Engineering Division" means a person employed by the City's Engineering Division authorized to act in behalf of the City in

researching placement of streetlights and all traffic regulations including barricading plans.

3. **PERMITS:** It will be the duty of the Contractor to determine that all the necessary permits have been obtained. The Contractor shall notify the City and shall obtain all required permits. A no-fee permit will be issued for work in the City of Casa Grande right-of-way and easement.

The Contractor is not required to maintain street lighting mounted on City and State owned traffic signal structures.

4. **RIGHTS-OF-WAY:** The City will provide rights-of-way and easements for all work specified in this Contract, and the Contractor shall not enter or occupy with person, tools, equipment or materials any private ground outside the property of the City of Casa Grande, Pinal County, Arizona, without the consent of the owner.
5. **ESTIMATED QUANTITIES:** It is expressly understood and agreed by the parties hereto that the quantities of the various classes of work to be done which have been estimated as stated in the Proposal, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the proposals offered for the work under this Contract; and the Contractor further agrees that the City will not be held responsible if any of the quantities shall be found incorrect when identified as an estimate; and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission, or mis-statement is found to occur in the estimated quantities, the same shall not invalidate this Contract or release the Contractor from the execution and completion of the whole or any part of the work in accordance with the specifications and the plans herein mentioned, or for the prices herein agreed upon and fixed therefore, or excuse them from any of the obligations or liabilities hereunder, or entitle them to any damages or compensation except as may be provided for in this Contract.
6. **PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK:** The Contractor shall properly guard and protect all finished or partially finished work, and shall be responsible for the same until the work is completed and accepted, in writing, by the City. The Contractor shall turn over the entire work in full accordance with the specifications before final settlement shall be made.
7. **LOSSES AND DAMAGES:** All loss or damages arising out of the nature of the work to be done or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from any unusual obstructions or difficulties which may be encountered in and/or during the prosecution of the work, or from any casualty whatsoever of every description, shall be sustained and borne by the Contractor at their own cost and expense except as otherwise provided by the contract documents or the laws of the State of Arizona.
8. **HINDRANCES AND DELAYS:** Except as otherwise provided herein, no charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work embraced in this contract; but such delays, if due to no fault or neglect of the Contractor, shall entitle the Contractor to an extension of time allowed for completing the work, sufficient to compensate for the delay, the amount of the delay to be determined

by the Project Manager, provided the Contractor shall give said Project Manager immediate notice in writing of the cause of such delay.

9. **CHARACTER AND STATUS OF WORKERS:** The Contractor shall employ qualified personnel to perform the various requirements of this contract and as required by local codes, ordinances and statutes. In addition, the Contractor shall specifically employ certified linemen (IBEW or equal classification) to perform work on equipment mounted on "JOINT-USE" poles. A joint use pole is defined as those poles owned by the parent utility company and are not the property of the City of Casa Grande. "JOINT-USE" poles can generally be identified as a pole supporting overhead power conductors in addition to those serving the streetlight. The pole may support secondary, distribution and transmission class power conductors as well as telephone and RF television. The Contractor shall be able to properly identify the various lines and take the necessary precautions in working around each of the lines encountered.
10. **LAWS AND REGULATIONS:** This Contract shall be governed by and constructed in accordance with the laws of the State of Arizona. The Contractor shall keep fully informed of all existing and future City and County Ordinances and Regulations and State and Federal Laws and Occupational Safety and Health Standards (OSHA) in any manner affecting the work herein specified. They shall at all times observe and comply with said Ordinances, Regulations, or Laws.
11. **PRE-CONSTRUCTION CONFERENCE AND PROGRESSIVE REVIEW OF WORK:** The Contractor maybe requested to meet with the Project Manager for a pre-construction conference before any major work commences. Major work shall include the replacement of streetlights knocked down from accidents or other external forces. Major equipment failure shall be scheduled with the Project Manager prior to commencing work.

The Contractor's work will be reviewed and inspected by the Project Manager on an as needed basis.

12. **PAYMENTS TO CONTRACTOR:** The measurements of quantities and the payments to the Contractor shall be in accordance with MAG Specifications for Part 100 - General Conditions, Section 109 - Measurements and Payments.

Payments will be made on the basis of itemized, monthly statements prepared by the Contractor and approved by the City. The Contractor shall submit to the City, copies of City Work Orders and an updated progress schedule of completion of outstanding City Work Orders in accordance with the standard specifications and these General Conditions. One payment will be made on a monthly basis for the items completed, using City Work Orders.

The payment of the specific hourly rates for labor and equipment, and/or labor and material will be paid in accordance with the actual cost work provisions of MAG Section 109.5, subject to actual measurement provisions therein.

If new installation is necessary on a job that may exceed \$3,000 the Contractor must provide a written estimate and receive authorization prior to commencement of any work except as may be authorized by the Project Manager in an emergency situation.

13. ENERGIZED AERIAL ELECTRICAL POWER LINES: The Contractor shall perform the duties under this contract in accordance with the Arizona Revised Statutes, OSHA, and the National Electrical Safety Code. Below is the specific ARS Article calling attention to the facts pertaining to clearance requirements and other regulations. Under ARS Article 6.4 (40-360.41) the Contractor is an agent for the purposes of this work and the City of Casa Grande maintains the status of a municipal "Public Utility."

THE FOLLOWING EXCERPTS ARE FROM THE ARIZONA REVISED STATUTES AND ARE CONSIDERED PART OF THE GENERAL CONDITIONS.

40-360.41. Definitions

In this article, unless the context otherwise requires:

1. "Authorized person" means:

(a) An employee of a public utility which produces transmits or delivers electricity.

(b) An employee of a public utility which provides and whose work relates to communication services or state, county or municipal agencies which have authorized circuit construction on or near the poles or structures of a public utility.

(c) An employee of an industrial plant whose work relates to the electrical system of the industrial plant.

(d) An employee of a cable television or communication services company or an employee of a contractor of a cable television or communication services company if specifically authorized by the owner of the poles to make cable television or communication services attachments.

(e) An employee or agent of state, county or municipal agencies which have or whose work relates to overhead electrical lines or circuit construction or conductors on poles or structures of any type.

2. "High voltage" means voltage in excess of six hundred volts measured between conductors or between a conductor and the ground.

3. "Overhead line" means all bare or insulated electrical conductors installed aboveground.

4. "Person" or "business entity" means those parties who contract to perform any function or activity upon any land, building, highway or other premises.

5. "Public utility" includes public service corporations, municipally owned systems and districts subject to article XIII, section 7, Constitution of Arizona.

GENERAL REQUIREMENTS

1. **SUSPENSION OF WORK:** The Project Manager reserves the right to suspend the work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor.
2. **COMPLIANCE WITH MANUFACTURER'S INSTRUCTIONS:** In all instances wherein the item and/or specifications require installation or construction in accordance with either manufacturer's or supplier's recommendations and/or instructions shall be submitted with the applicable portions clearly marked for approval prior to the commencement of work on that item or portion of the contract.
3. **CONTROL OF WORK AND MATERIALS:** Control of work and materials shall comply respectively with Sections 105 and 106 of MAG Specifications, except as modified by these "General Requirements."
4. **TRAFFIC REGULATIONS:**

4.1 All traffic affected by this construction shall be regulated in accordance with the current edition of Part VII of the Federal Highway Administration, Manual on Uniform Traffic Control Devices hereafter referred to as "MUTCD". The Contractor shall purchase the manual and the work crew(s) shall have a copy of the manual in their possession at all times. Unless otherwise provided in the "Special Traffic Regulations," the following traffic restrictions are minimum requirements throughout the construction period:

4.1.1 All traffic restrictions listed herein are to supplement the "MUTCD" and are not intended to delete any part of the manual. All reference in the "MUCTD" to "arterial" and/or "collector" streets shall mean "major" streets.

4.1.2 A minimum of two travel lanes (one for each direction) shall be maintained open to traffic at all times on all major streets. If the Traffic Engineering Division determines that two travel lanes cannot be maintained, they may permit one travel lane operation with flaggers.

In addition, all existing travel lanes on arterial streets shall be maintained open to traffic as indicated in the "MUTCD".

4.1.3 A minimum travel lane shall be eleven feet of roadway with a safe motor vehicle operating speed of twenty-five miles per hour.

4.1.4 A travel lane will not be considered as satisfactorily open to traffic until it has been graded reasonably smooth and is maintained dust free in accordance with M.A.G.

4.1.5 The Contractor may occupy a traveled lane on an arterial street and shall provide and maintain all necessary traffic controls to protect and guide traffic in accordance with MUTCD.

4.1.6 The Contractor shall not disturb existing traffic signs. Street name signs at major street intersections shall be maintained in place at all times. If these signs interfere with construction, the Contractor shall notify the Project Manager, twenty-four hours in advance, for City to temporarily relocate said signs. The Contractor shall notify the Project Manager if a sign is attached to a street light pole and the ensuing pole is

removed because of a knock down or relocation. The Contractor shall remove the sign and return it to the Project Manager.

Local access to all properties on the subject project shall be maintained at all possible times in the form of a safe and reasonable direct route. Whenever local access cannot be maintained, the Contractor shall notify the affected property owner or user and the Project Manager at least twenty-four hours prior to commencing work.

5. SPECIAL TRAFFIC REGULATIONS: Should it become imperative for the Contractor to close off a portion of any minor street, they shall obtain written approval from the City Project Manager twenty-four hours prior to closing.
6. UTILITIES:
 - 6.1 The Contractor shall notify the interested "utilities" and "Blue Stake" (1-800-STAKEIT) agencies prior to the start of construction, and shall ascertain the approximate locations of the various underground utilities either shown on the Plans and/or as may be brought to their attention. The exact locations of these underground utilities shall be determined by excavations made by the Contractor prior to any trenching operations. The Contractor shall comply with MAG Specifications 105.6 to cooperate with the utility companies.
 - 6.2 The Contractor shall assume full responsibility for all damage to all utilities, the locations of which have been made known to them due to their operations, and shall repair the damaged utilities at their own expense.
7. CLEAN UP:
 - 7.1 Keep project free from accumulation of debris resulting from work specified herein.
 - 7.2 Upon completion of the work and before final acceptance, the Contractor shall clean up all ground occupied by them in connection with the work, including rubbish, trash, signs, barricades, equipment, etc. All parts of the work shall be left in a neat, presentable condition.
 - 7.3 Corrections shall be made in kind of all defects that occur after placement for which the Contractor is responsible, as early as possible or practicable.
8. CITY WORK ORDERS, PROCEDURES AND SCHEDULE OF WORK: Actual work shall be performed in accordance with City Work Orders as issued by the City. The City Work Order will describe the location and problem related to the streetlight and the Contractor shall determine the means and methods of the actual work.
 - 8.1 The Contractor shall perform maintenance and operational duties in accordance with this document under formal City Work Orders only. The formality will depend on the prevailing conditions at the time of the incident. Generally the work will be documented on the City Work Order forms and sent to the Contractor by FAX, or picked up in Public Works at 3181 N Lear Ave. Verbal City Work Orders will be backed up by documented City Work Order forms within 72 hours of the incident. No payment will be made for unauthorized work.
 - 8.2 The Contractor shall provide two twenty-four hour telephone numbers of responsible individuals that can receive verbal emergency City Work Order authorizations. The

Contractor shall provide a means of direct communications between the Project Manager and the Contractor.

The Contractor shall maintain a current file with the Project Manager of the names, addresses and 24 hour telephone numbers of responsible representatives with authority to act for the Contractor and can be contacted during and after normal daily working hours, weekends and holidays.

8.3 Normal work hours shall consist of a core time from 8 a.m. to 5:00 p.m., daily, Monday through Friday, at which time the Contractor shall respond and perform work as authorized. Response to routine City Work Orders for street light work, including but not limited to street light outages and day burning street lights, shall be completed within five working days from the receipt of the City Work Order. If the Contractor elects to work during the time referred to as premium time (overtime) after normal hours, no additional compensation will be paid by the City under this contract.

8.3.1 The Contractor shall perform normal maintenance duties such as luminaire, lamp and/or photocontrol replacement from the hours of 7 a.m. to 7 p.m.

8.4 "knock downs," consist of street light poles that have been hit or caused to fall down by some external force, the Contractor shall have two degrees of responsibility.

8.4.1 In the case where the Project Manager or the Police Department has determined that the street light is a hazard to public safety, the Contractor shall respond within two hour of receipt of verbal notice from the Project Manager or the "Police Department Watch Commander."

The notice may come in the form of a relayed telephone message through the Public Works staff, Traffic Engineering Division, and/or the Police Department Dispatcher. The Contractor shall remove all material and debris to render the area safe. The streetlight shall then be replaced during normal work hours within five working days from the date of the incident.

8.5 Failure of lamps, photocontrols and/or fused links shall be replaced in kind. Where it has been determined that the ballast in a luminaire has failed, the entire luminaire shall be replaced.

9. VERIFICATION OF COMPLETED WORK: The City will provide inspection of work related to installation or replacement of streetlight poles and improvements to the infrastructure. The Contractor shall provide two working day notice prior to commencement of work. Public Works staff will verify other work related to the specific City Work Order. Inspection shall be provided by the City or City's assigned third-party inspector. Inspection by the City of Casa Grande shall not be considered as direct control of the individual workmen and their work. The direct control shall be solely the responsibility of the Contractor.

10. CATASTROPHIC OCCURRENCES: The Contractor may be called upon to assist in clearing the roadway of street lighting equipment as a result of a catastrophic occurrence. Storm related damage may result in extensive knock downs and damage to City owned poles and streetlights as well as streetlights supported by "joint-use" poles.

The Contractor will not be called upon to perform work on streetlight equipment that has come in contact with high voltage aerial conductors until the parent utility company has rendered the area safe. The Contractor shall be subordinate to the parent utility company's crews' activities, at the site. The Contractor is not obligated to assist the parent utility company's crews directly as it may relate to the utility work involved in clearing the site of equipment and debris.

10.1 The work to be performed under this section consists of furnishing all parts, labor, equipment and performing all work as may be required after normal daily working hours, weekends and holidays, as directed by the Project Manager.

10.2 The principal features of work under this contract may include one or all of the following on-call services:

10.2.1 The removal of street lighting equipment from the roadway.

10.2.2 Notifying the parent electrical company, Arizona Public Service to cap or otherwise protect the exposed ends of underground electrical wire that may or may not be energized. The underground electrical wires are the property of the parent electrical company, Arizona Public Service, with protection to be their responsibility.

10.2.3 Cleanup from the paved areas, debris associated with the street lighting equipment such as glassware or other related hazardous material.

10.3 10.3 The Project Manager will brief the Contractor prior to beginning emergency work and be available to approve the work performed.

IF THE CONTRACTOR FAILS TO RESPOND WITHIN TWO HOUR AFTER BEING NOTIFIED, THIS WILL BE CONSIDERED CAUSE FOR TERMINATION OF THE CONTRACT.

SUPPLEMENTAL CONDITIONS; ELECTRICAL; OPERATION AND MAINTENANCE; CITY WIDE STREET LIGHTING SYSTEM:

The following information is provided to emphasize critical work and is intended to supplement the specifications. Where there is a conflict with the specifications, this document is considered an update and shall be complied with.

The Contractor shall comply with State and City Statutes governing utility clearances, "Blue Stake" regulations, traffic barricade requirements and "MAG" Standards and Specifications. All installations shall be in accordance with the National Electrical Code, National Safety Code, and the manufacturer's recommendations.

The Contractor shall provide and have readily available support equipment to maintain the street lighting system at the mounting heights encountered. The Contractor shall have readily available equipment to mechanically auger holes in the earth that may be necessary for pole and/or concrete foundation installations and the ability to hold and set the pole and mast arm as may be required.

1. **WORKING PLANS:** As-built requirements shall consist of recording, by the Contractor, information pertaining to the pole number encountered, the address of the nearest building, the removal by type of the existing material and the installation by type of the material. Monthly payment shall not be made until the information is accepted by the Project Manager.

2. **BASIC MAINTENANCE PRECAUTIONS:** The Contractor shall be aware of 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. The Contractor and their forces will take the appropriate precautions in the performance of the maintenance operations.

3. **OPERATIONAL AND MAINTENANCE PROCEDURES:** This document is not intended to be an operation and maintenance manual in the sense that instructions for every item needing maintenance, installations and/or removal are provided herein. The Contractor is expected to employ the proper trades to perform the work as described herein. The following are primary procedures that the City will require in the performance of the operational and maintenance duties as described in this and supporting documents. Subsequent information and detailed instructions will be issued from time to time during the duration of this contract.

THE CONTRACTOR SHALL FIRST DETERMINE IF THE LUMINAIRE CAN BE SERVICED SAFELY BASED ON THE CLEARANCE REGULATIONS SET FORTH IN THE ARIZONA REVISED STATUTES. IF IT IS DETERMINED THAT THE LUMINAIRE CANNOT SAFELY BE SERVICED, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE LOCAL UTILITY COMPANY TO PERFORM THE NECESSARY SERVICE. THE SECOND DETERMINING FACTOR SHALL BE IF SUFFICIENT VOLTAGE IS BEING FURNISHED TO THE LUMINAIRE. THE FOLLOWING GUIDELINES FOR MAINTENANCE AND CORRECTIVE ACTION ARE NOT NECESSARILY LISTED IN ORDER:

3.1 At locations where initial inspection indicates that an unsafe working relationship exists, the Contractor shall arrange to have the location rendered safe. These arrangements can include, but are not limited to, the Contractor contacting and coordinating with the parent utility company the necessary activities including, but not limited to, sleeving of the power lines, turning the power off for a short duration and/or additional protection as may be required.

3.2 At locations where testing shows a power loss or where the Contractor can not legally and/or safely work on the equipment, the Contractor shall flag the pole with multiple lengths of yellow surveyor ribbon and report the location of the pole to the Utility company.

3.3 The Contractor shall remove the existing damaged or faulty items material as directed and salvage the same. The Contractor shall verify line voltage before installing any new product. Where line voltage is different than the factory wired connection, the Contractor shall change the taps on the dual voltage ballast to the actual line voltage. The electrical connections shall conform to the serving utility company standards. The support of the cable servicing the luminaire shall not be impaired.

3.4 Damaged pole and bracket cable may be required to be replaced under this contract as a maintenance function. In the event that a damaged pole and bracket cable are to be replaced, the new cable shall conform to the serving utility company standards.

3.5 The Contractor shall install new material as directed through the work order process. Each new product shall be installed according to manufacturer's instructions. Each product shall be installed completely and shall include all needed components in order to be accepted for payment.

3.6 New luminaires when required shall be installed level for both horizontal and vertical axis or vertical to a maximum of plus five degrees above the horizontal when directed by the Project Manager. The Contractor shall test the luminaire by installing a shunt cap or covering the photoelectric control to simulate darkness. In the event that the lamp will not start, the Contractor shall replace the lamp, photoelectric control and/or the entire luminaire as needed.

The Contractor shall affix the proper ANSI label to the under side of the luminaire, identifying the wattage rating of the lamp in the luminaire. The Contractor shall assure that the luminaires shall be free of dust, dirt or anything that would impair the output of the light before leaving the site.

OPERATION AND MAINTENANCE OF STREET LIGHTS

Proposal documents shall specify that the Contractor agrees to furnish any and all required labor, materials, construction equipment, transportation and services for the normal operations and maintenance of city-wide street lights for a monthly cost to the City of Casa Grande based on the number of luminaries to be maintained. (There are approximately 3,601 [City owned streetlights](#) within the City.)

[Exhibit A-2 through A-7](#) provides Contractors with specific requirements for the type of poles, fixtures to be used in servicing the City of Casa Grande's account.

Time Limits: Bidder shall complete any and all "Operation & Maintenance" work within five (5) working days after notification by the City; with the exception of emergency calls. If either party is delayed at any time in the progress of work force majeure, then the delayed party shall notify the other party in writing of such delay within eight (8) hours commencement thereof and shall be hand delivered and shall make a specific reference to this article. Exceptions to this time limit may be granted in writing by the Project Manager, or designated alternate, only if the disruption of work is due to:

Hazardous, inclement weather conditions.

Work zone interference by other forces.

In excess of 20 or more work orders provided to contractor at any one time.

Specific Requirements: The per pole, per month charge (as listed in the proposal schedule) shall cover the following operation and maintenance work for defective equipment in accordance with the City of Casa Grande's Streets Lighting Policy, Procedures, Standards, and Specifications.

- Lamp replacement.
- Street light fixture (head), arms, and photocell (photoeye) replacement.
- Realignment of poles.
- Replacement of lamps and photoeye on high-pressure sodium and low-pressure sodium luminaries.
- Clearing of hazards caused by the knockdown of poles and/or fixtures either by vehicles or storms.
- Repair or replace defective wiring in poles.
- Replace defective fuses and/or fuse holders.
- Accept and process street light work orders for all streetlights located within the City of Casa Grande.
- Provide monthly written documentation for all work performed for the City of Casa Grande in a mutually agreed upon format.

NEW STREET LIGHTS

Proposal documents shall specify that the Contractor agrees to furnish any and all required labor, materials, construction equipment, transportation and services for the installation, removal, and/or replacement of city-wide streetlights.

[Exhibit A-2 through A-7](#) provides Contractors with specific requirements for the type of poles, fixtures to be used in servicing the City of Casa Grande's account.

New Street Light Installation: New street light installations will be completed on a work order basis, with the project manager determining the type of pole and fixture to be placed.

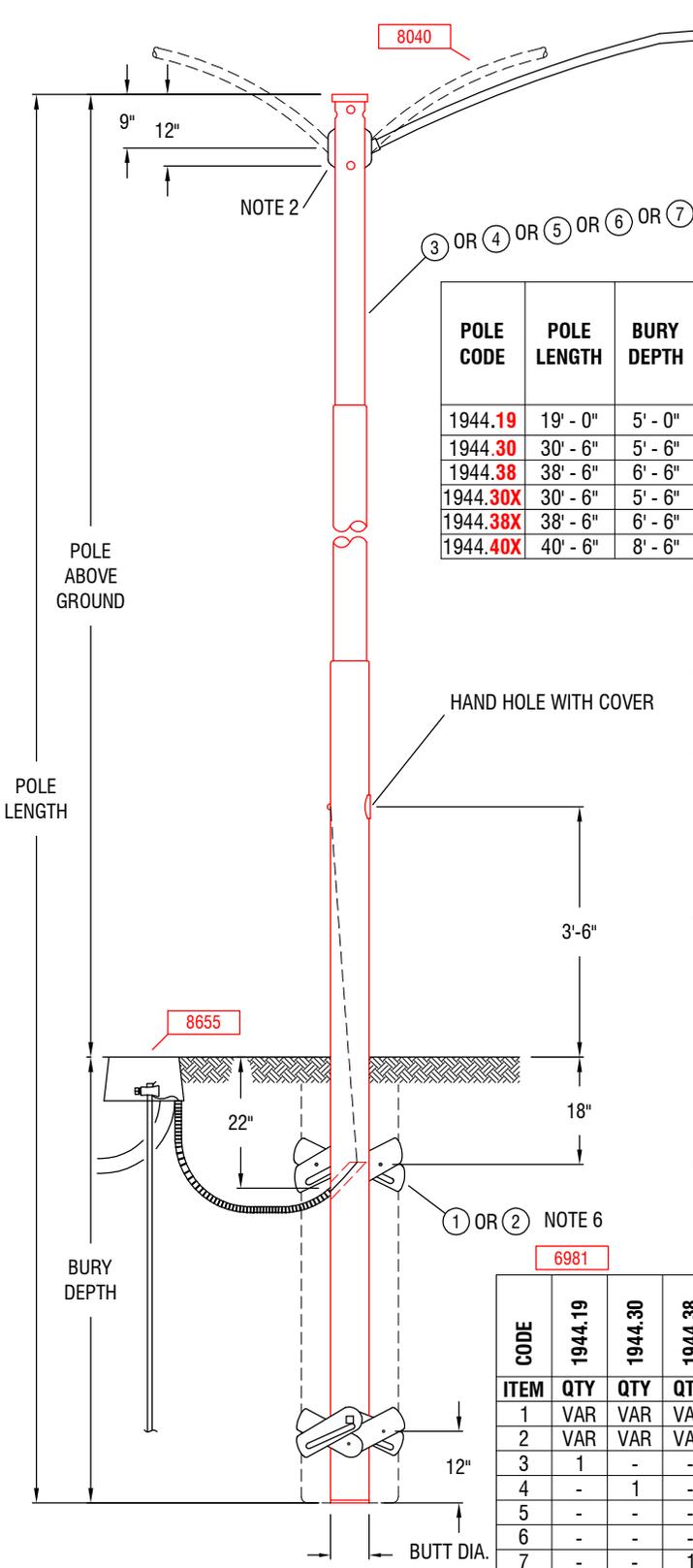
Contractor is to provide and install the poles, mast arms, (See Exhibit [A-2 through A-7](#)) luminaries, attachments, lamps, photocells, wiring (includes fuses and fuse holders), conduit, pull boxes foundations, trenching, boring, backfill, landscape restoration, and any other materials or equipment deemed necessary for the proper installation and operation of each street light that is added to the City of Casa Grande's Street Lighting System.

The City may require Contractor to assume responsibility of additional poles, etc. that may not conform to City standards.

1944.

IF APPLICABLE:
D = DUSK TO DAWN

- 19** = 19' - 0" POLE SNG SIMPLEX
- 30** = 30' - 6" POLE SNG SIMPLEX
- 38** = 38' - 6" POLE SNG SIMPLEX
- 30X** = 30' - 6" POLE DBL SIMPLEX
- 38X** = 38' - 6" POLE DBL SIMPLEX
- 40X** = 40' - 6" POLE DBL SIMPLEX



POLE CODE	POLE LENGTH	BURY DEPTH	POLE ABOVE GROUND	POLE BUTT DIAMETER			LUMINAIRE HEIGHT ABOVE GROUND ON ARM		
				STEP	TAPER	WEIGHT	20" X 6'	3' X 8'	8' X 8'
1944.19	19' - 0"	5' - 0"	14' - 0"	4 1/2"	4 1/2"	290	14' - 11"	16' - 3"	-
1944.30	30' - 6"	5' - 6"	25' - 0"	5 9/16"	7 5/16"	460	25' - 11"	27' - 3"	-
1944.38	38' - 6"	6' - 6"	32' - 0"	6 5/8"	9 3/4"	640	32' - 11"	34' - 3"	39' - 3"
1944.30X	30' - 6"	5' - 6"	25' - 0"	5 9/16"	7 5/16"	460	25' - 11"	27' - 3"	-
1944.38X	38' - 6"	6' - 6"	32' - 0"	6 5/8"	9 3/4"	640	32' - 11"	34' - 3"	39' - 3"
1944.40X	40' - 6"	8' - 6"	32' - 0"	8 5/8"	10"	640	32' - 11"	34' - 3"	39' - 3"

NOTES:

1. POLES MAY BE STEPPED OR CONTINUOUS TAPERED.
2. DOUBLE SIMPLEX ARE AVAILABLE WITH THE 30'-6", 38'-6" AND 40'-0" SEE CHART.
3. WHEN POLE IS SET DEEPER THAN STANDARD BURY DEPTH AND PROTECTIVE COATING IS BELOW GRADE, CLEAN SURFACE OF POLE AND TAPE POLE WITH STEEL POLE TAPE (APN 53186) FROM 2-INCHES OVERLAP EXISTING COATING TO 6-INCHES ABOVE FINAL GRADE.
4. SEE SPEC 8130 - 8131 FOR IN-LINE FUSE FOR UNDERGROUND FEEDS.
5. MAXIMUM ALLOWABLE WORKING LOAD:

19' - 0" POLE	200 LBS
30' - 6" POLE	200 LBS
38' - 6" POLE	200 LBS
40' - 6" POLE	700 LBS
6. ALL UNGUYED ANGLES OR UNSUPPORTED WIRE TENSION REQUIRES CRIBBING. THE 150 PSI BACKFILL FOAM (APN 00071285) IS PREFERRED OVER EXPANDABLE POLE KEYS.

CODE	6981						MATERIAL LIST	
	1944.19	1944.30	1944.38	1944.30X	1944.38X	1944.40X	DESCRIPTION	APN
1	VAR	VAR	VAR	VAR	VAR	VAR	ANCHOR EXPNDING POLE KEY	33001140
2	VAR	VAR	VAR	VAR	VAR	VAR	FOAM BACKFILL 50 LB KIT	00071285
3	1	-	-	-	-	-	POLE STLTL 19 FT GALV SNG	00052079
4	-	1	-	-	-	-	POLE STLTL 30.5 FT GALV SNG	33701415
5	-	-	-	1	-	-	POLE STLTL 30.5 FT GALV DBL	00117226
6	-	-	-	-	1	-	POLE STLTL 38.5 FT GALV DBL	00079054
7	-	-	1	-	-	-	POLE STLTL 38.5 FT GALV SNG	33701443
8	-	-	-	-	-	1	POLE STLTL 40.5 FT GALV DBL	33701417

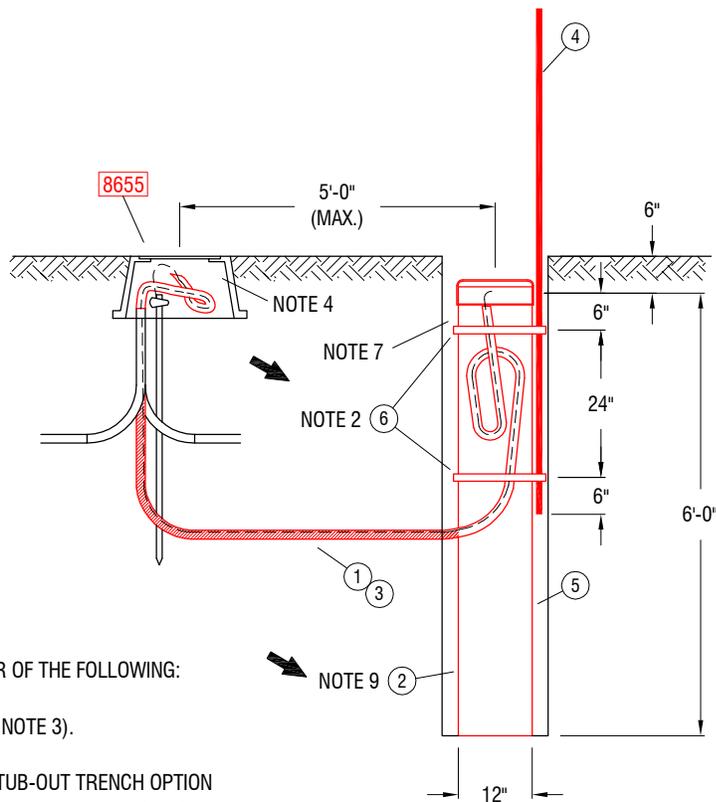
aps ARIZONA PUBLIC SERVICE COMPANY
 T&D CONSTRUCTION STANDARDS

BY	LDR.	MGR.	DATE	REV.
KLS	B. MCMINN	S. SIERRA	01/2006	9

POLES
ROUND STEEL STREET LIGHT POLE
19'-0", 30'-6", 38'-6" AND 40'-6"

SH 1 OF 1
1944

1911



NOTES:

TUBE INSTALLATION:

1. DIG HOLE FOR TUBE 6'-6" DEEP BY EITHER OF THE FOLLOWING:
 - A. AUGERED HOLE: 18" DIAMETER (SEE NOTE 3).
 - B. SLOTTED STUB-OUT TRENCH: THE STUB-OUT TRENCH OPTION SHALL NOT EXCEED A 24" WIDTH AND LENGTH NOT TO EXCEED 18 INCHES BEYOND POLE PLACEMENT. THIS WILL MAINTAIN THREE SIDES OF UNDISTURBED SOIL AROUND POLE.
2. PLACE RED PLASTIC LOCATOR MARKER OUTSIDE OF TUBE AND SECURE WITH SELF-LOCKING TIES IN TWO LOCATIONS.
3. STREET LIGHT ONLY HOLES FOR SONO TUBES SHALL BE AUGERED WITH AN 18" OR 20" MAX. AUGER.
4. PLACE STREET LIGHT FLEXIBLE CONDUIT IN TUBE WITH APPROXIMATELY 10" COILED INSIDE. DO NOT MAKE SHARP BENDS. BEND END OF CONDUIT OVER AND INSERT DOWN INTO TUBE AS SHOWN. INSPECTOR TO ENSURE FLEX IS NOT KINKED AND PULL LINE IS INSTALLED IN FLEX.
5. INSTALL THE OTHER END OF FLEX IN THE J-BOX. LEAVE SMALL COIL TO ALLOW LEVELING FOR FINAL GRADE. AFTER INSPECTION, BACKFILL.
6. STRAIGHTEN AND COMPACT SOIL TO AT LEAST 85% COMPACTION AROUND TUBE.

POLE INSTALLATION:

7. ELECTRONIC MARKER WILL MARK LID LOCATION THROUGH BLUE STAKE NOTICE, LIGHT INSTALLER DIGS DOWN TO LID, REMOVES LID AND PULLS FLEX TUBE.

8. INSERT END OF FLEX THROUGH ACCESS HOLE AND PUSH IT UP THROUGH HAND HOLE AS LIGHT POLE IS LOWERED INTO TUBE.
9. HOLD LIGHT POLE SECURELY WHILE BACKFILLING TO AT LEAST 85% COMPACTION. COMPACTION CAN BE OBTAINED BY EITHER OF THE FOLLOWING TWO METHODS:
 - A. BACKFILL FOAM (APN 00072046) IS PREFERRED TO SET POLE IN SONO TUBE. FOAM IS PROVIDED WITH 1911 CODE.
 - B. SPECIAL ORDER PEA GRAVEL MAY BE USED TO COMPACT STREET LIGHT IN PLACE, (<3/4") SHOULD BE USED.
10. THE MARKER BALL ATTACHED UNDER THE CAP OF THE SONO TUBE LID, SHOULD BE RETURNED TO STOCK.

CODE	1911	MATERIAL LIST	
ITEM	QTY	DESCRIPTION	APN
1	20	CONDUIT 1" PVC FLEX CORR	32900891
2	1	FOAM BACKFILL 20 LB KIT	00072046
3	20	LINE PULLING FLAT STRAP	32904400
4	1	LOCATOR UNDERGROUND SERVICE	33101586
5	1	SONO TUBE 6 FT X 12 IN	00064672
6	4	TIE CABLE 30" BLACK NYLON	00103865

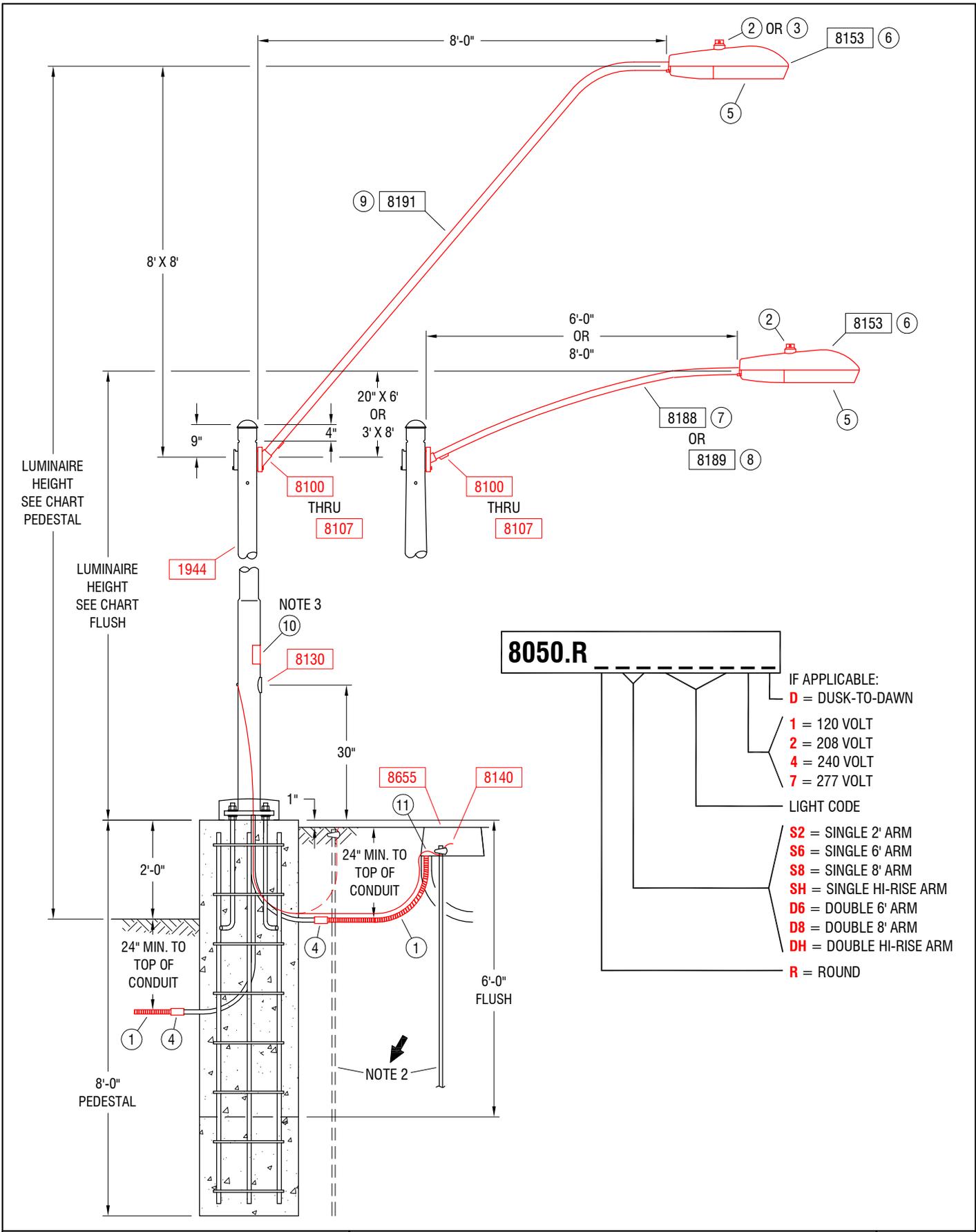
aps ARIZONA PUBLIC SERVICE COMPANY
T&D CONSTRUCTION STANDARDS

BY	MGR.	DIR.	DATE	REV.
KLS	B. BOOKER	D. LAMONTAGNE	09/2012	7

**POLES
STREET LIGHTS
SONO TUBE, J-BOX, CONDUIT AND POLE INSTALLATION**

SH 1 OF 1

1911



 ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS				
BY	LDR.	MGR.	DATE	REV.
KLS	B. BOOKER	D. LAMONTAGNE	07/2013	6

LIGHTS
ROADWAY LUMINAIRE WITH 20"X6'
3'X8' OR 8'X8' MAST ARMS ON 12'-0", 22'-0"
25'-0", 30'-0" OR 32'-0" BASE MOUNTED STEEL POLE

SH 1 OF 2
8050R

TABLE 1

LIGHT CODE	APN	WATTS	TYPE	VOLTS	INITIAL LUMENS	MOUNTING HEIGHT
CH41	33806640	100	HPS	120	9500	SEE ADJACENT TABLES
CH42	33806642	100		120/208/240/277	9500	
CH43	00050098	150		120/208/240/277	16000	
CH44	00047119	250		120/208/240/277	30000	
CH45	00050099	400	120/208/240/277	50000		
CM32	00104445	175	MH	120/208/240/277	14000	
CM33	00104446	250		120/208/240/277	21000	
CM34	00104447	400	120/208/240/277	36000		
CN54	00070898	100	IND	120/208/240/277	8000	
CN55	00116522	120		120/208/240/277	10200	
CN56	00116523	150		120/208/240/277	13000	
CN57	00109193	200		120/208/240/277	15250	
CN58	00116524	250	120/208/240/277	22500		
CL60	00128329	43	LED S	120/208/240/277	3300	
CL61	00128330	67		120/208/240/277	5300	
CL62	00128331	106		120/208/240/277	8300	
CL63	00128332	130		120/208/240/277	9900	
CL64	00128364	258	120/208/240/277	20000		
AS20	33806772	55	LPS	120/240	8000	
AS21	33806774	90		120/240	13500	
AS22	33806776	135		120/240	22500	
AS23	33806778	180		120/240	33000	

NOTES:

- ADJUST PHOTO EYE TO FACE NORTH.
- A GROUND ROD IS PROVIDED WITH THE JUNCTION BOX. WHERE A GROUND ROD CANNOT BE DRIVEN ALTERNATE GROUND SHALL BE USED. SEE 2449 THRU 2460 FOR APPROVED ALTERNATES.
 CUSTOMER OWNED EQUIPMENT MAY REQUIRE THE GROUND ROD INSTALLED NEXT TO THE POLE.
- SIGN, "NOTICE THIS POLE IS OWNED AND MAINTAINED BY APS. DISCONNECT INSIDE", IS REQUIRED ON ALL DUSK-TO-DAWN AND AREA LIGHTING APPLICATIONS.
- POLES THAT HAVE MORE THAN ONE LUMINAIRE REQUIRE A SEPARATE CIRCUIT WITH FUSING FROM THE J-BOX TO EACH LUMINAIRE.
- THE BROWN PHOTO CONTROL IS A FAIL OFF CONTROL AND SHALL BE USED WITH ALL INDUCTION AND LED LUMINAIRES.
- THE LIGHT CODE PROVIDES TWO SAME WATTAGE LUMINAIRES WHEN DOUBLE ARM ARE SPECIFIED.
- SEE SPEC 8130-8140 FOR IN-LINE FUSE FOR UNDERGROUND FEEDS.
- BASE MOUNTED POLES ARE DESIGNED FOR UNDERGROUND FEED ONLY.
- ON 277 VOLT STREET LIGHT CIRCUITS, INSTALL A "277 VOLT" MICARTA TAG ON CABLE IN J-BOX. TAG PROVIDED BY SPEC 8129.

ABOVE GROUND MOUNTING HEIGHTS (HT) 20" X 6' ARM

POLE CODE	POLE CODE	FLUSH	2'-0" PEDESTAL
1 SIMPLEX	2 SIMPLEX		
1946R12	1946D12	13'-8"	15'-8"
1946R22	1946D22	23'-8"	25'-8"
1946R25	1946D25	26'-8"	28'-8"
1946R30	1946D30	31'-8"	33'-8"
1946R32	1946D32	33'-8"	35'-8"

ABOVE GROUND MOUNTING HEIGHTS (HT) 3' X 8' ARM

POLE CODE	POLE CODE	FLUSH	2'-0" PEDESTAL
1 SIMPLEX	2 SIMPLEX		
1946R12	1946D12	15'-0"	17'-0"
1946R22	1946D22	25'-0"	27'-0"
1946R25	1946D25	28'-0"	30'-0"
1946R30	1946D30	33'-0"	35'-0"
1946R32	1946D32	35'-0"	37'-0"

ABOVE GROUND MOUNTING HEIGHTS (HT) 8' X 8' HI-RISE ARM

POLE CODE	POLE CODE	FLUSH	2'-0" PEDESTAL
1 SIMPLEX	2 SIMPLEX		
1946R12	1946D12	20'-0"	22'-0"
1946R22	1946D22	30'-0"	32'-0"
1946R25	1946D25	33'-0"	35'-0"
1946R30	1946D30	38'-0"	40'-0"
1946R32	1946D32	40'-0"	42'-0"

CODE	8050.RS6	8050.RS8	8050.RSH	8050.RD6	8050.RD8	8050.RDH	MATERIAL LIST	
ITEM	QTY	QTY	QTY	QTY	QTY	QTY	DESCRIPTION	APN
1	5	5	5	5	5	5	CONDUIT PLAST FLEX 2"	32900862
2	1	1	1	2	2	2	CONTROL PHOTO MULTI BLACK	00063965
3	VAR	VAR	VAR	VAR	VAR	VAR	CONTROL PHOTO MULTI BR-20	00073241
4	1	1	1	1	1	1	COUPLING 2" PVC	32900990
5	1	1	1	2	2	2	LAMP - SEE 8146 - 8171	
6	1	1	1	2	2	2	LUMINAIRE - SEE TABLE 1	
7	1	-	-	2	-	-	MAST ARM ST LT 2" X 20" X 6'	33701112
8	-	1	-	-	2	-	MAST ARM ST LT 2" X 3' X 8'	33701124
9	-	-	1	-	-	2	MAST ARM ST LT 2" X 8' X 8'	33701123
10	1	1	1	1	1	1	SIGN POLE OWNED BY APS	00050092
11	10	10	10	10	10	10	WIRE BARE #6 SOLID CU	33007580

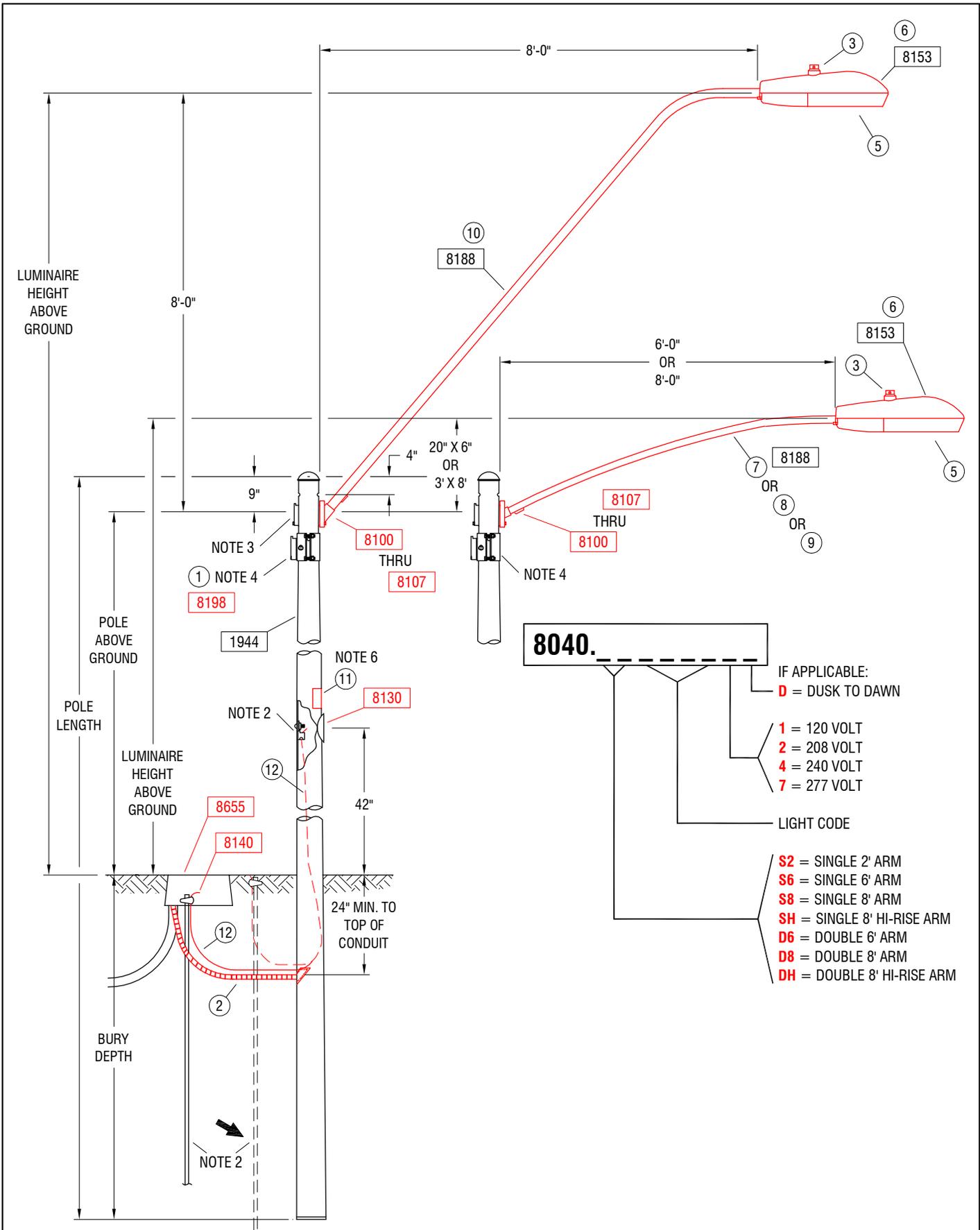
 ARIZONA PUBLIC SERVICE COMPANY
T&D CONSTRUCTION STANDARDS

BY	LDR.	MGR.	DATE	REV.
KLS	B. BOOKER	D. LAMONTAGNE	07/2013	6

LIGHTS
ROADWAY LUMINAIRE WITH 20"X6'
3'X8' OR 8'X8', MAST ARMS ON 12'-0", 22'-0"
25'-0", 30'-0" OR 32'-0" BASE MOUNTED STEEL POLE

SH 2 OF 2

8050R



 ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS				
BY	LDR.	MGR.	DATE	REV.
KLS	B. BOOKER	D. LAMONTAGNE	07/2013	12

LIGHTS
ROADWAY LUMINAIRE ON
20" X 6', 3' X 8', OR 8' X 8' MAST ARM ON
19'-0", 30'-0", 38'-0" OR 40'-6" STEEL POLES

SH 1 OF 2
8040

NOTES:

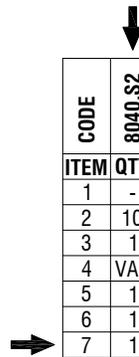
- ADJUST PHOTO EYE TO FACE NORTH.
- A GROUND ROD IS PROVIDED WITH THE J-BOX. WHERE A GROUND ROD CAN NOT BE DRIVEN ALTERNATE GROUND SHALL BE USED. SEE 2449 THRU 2460 FOR APPROVED ALTERNATES. CUSTOMER OWNED EQUIPMENT MAY REQUIRE THE GROUND ROD INSTALLED NEXT TO THE POLE.
- THE 40'-6" SELF-SUPPORTING STEEL POLE AND ONE OF THE 38'-6", HAVE TWO, MANUFACTURER INSTALLED SIMPLEX FITTINGS 180° APART FOR DOUBLE ARMS, SEE CHART.
- APN 33701054 IS A POLE BAND ADAPTOR WITH A SIMPLEX FITTING. ADAPTOR IS REQUIRED FOR THE SECOND ARM IN DOUBLE ARM APPLICATIONS ON EXISTING POLES IN THE FIELD WITHOUT TWO SIMPLEX FITTINGS. SEE 8198 FOR AVAILABLE SIZES.
- THE BROWN PHOTO CONTROL IS A FAIL OFF CONTROL AND SHALL BE USED WITH ALL INDUCTION AND LED LUMINAIRES.
- SIGN, "NOTICE THIS POLE IS OWNED AND MAINTAINED BY APS. DISCONNECT INSIDE," IS REQUIRED ON ALL DUSK-TO-DAWN AND AREA LIGHTING APPLICATIONS.
- POLES THAT HAVE MORE THAN ONE LUMINAIRE REQUIRE A SEPARATE CIRCUIT WITH FUSING FROM THE J-BOX TO EACH LUMINAIRES.
- THE LIGHT CODE PROVIDES TWO SAME WATTAGE LUMINAIRES WHEN DOUBLE ARMS ARE SPECIFIED.
- SEE SPEC 8030-8140 FOR IN-LINE FUSE FOR UNDERGROUND FEEDS.
- SEE 8100 - 8107 FOR OVERHEAD ATTACHMENTS.
- ON 277 VOLT STREET LIGHT CIRCUITS, INSTALL A "277 VOLT" MICARTA TAG ON CABLE IN J-BOX. TAG PROVIDED BY SPEC 8129.

TABLE 1

LIGHT CODE	APN	WATTS	TYPE	VOLTS	INITIAL LUMENS	MOUNTING HEIGHT
CH41	33806640	100	HPS	120	9500	SEE TABLE 2
CH42	33806642	100		120/208/240/277	9500	
CH43	00050098	150		120/208/240/277	16000	
CH44	00047119	250		120/208/240/277	30000	
CH45	00050099	400		120/208/240/277	50000	
CM32	00104445	175	MH	120/208/240/277	14000	
CM33	00104446	250		120/208/240/277	21000	
CM34	00104447	400		120/208/240/277	36000	
CN53	00132859	55	IND	120	3500	
CN54	00070898	100		120/208/240/277	8000	
CN55	00116522	120		120/208/240/277	10200	
CN56	00116523	150		120/208/240/277	13000	
CN57	00109193	200		120/208/240/277	15250	
CN58	00116524	250		120/208/240/277	22500	
CL60	00128329	43		120/208/240/277	3300	
CL61	00128330	67		120/208/240/277	5300	
CL62	00128331	106	LED S	120/208/240/277	8300	
CL63	00128332	130		120/208/240/277	9900	
CL64	00128364	258		120/208/240/277	20000	
AS20	33806772	55		LPS	120/240	8000
AS21	33806774	90	120/240		13500	
AS22	33806776	135	120/240		22500	
AS23	33806778	180	120/240		33000	

TABLE 2

POLE CODE	POLE LENGTH	BURY DEPTH	POLE ABOVE GROUND	LUMINAIRE HEIGHT ABOVE GROUND ON ARM		
				20" X 6'	3' X 8'	8' X 8'
1944.19	19'-0"	5'-0"	14'-0"	14'-11"	16'-3"	---
1944.30	30'-6"	5'-6"	25'-0"	25'-11"	27'-3"	---
1944.38	38'-6"	6'-6"	32'-0"	32'-11"	34'-3"	39'-3"
1944.38X	38'-6"	6'-6"	32'-0"	32'-11"	34'-3"	39'-3"
1944.40X	40'-6"	8'-6"	32'-0"	32'-11"	34'-3"	39'-3"



CODE	8040.S2	8040.S6	8040.S8	8040.SH	8040.D6	8040.D8	8040.DH	MATERIAL LIST	
ITEM	QTY	DESCRIPTION	APN						
1	-	-	-	-	1	1	1	ADAPTER BAND W/ SIMPLEX 3"	33701054
2	10	10	10	10	10	10	10	CONDUIT 1" PVC FLEX CORER	32900891
3	1	1	1	1	2	2	2	CONTROL PHOTO MULTI BLACK	00063965
4	VAR	CONTROL PHOTO MULTI BR-20	00073241						
5	1	1	1	1	2	2	2	LAMP - SEE 8164 - 8171	
6	1	1	1	1	2	2	2	LUMINAIRE - SEE TABLE 1	
7	1	-	-	-	-	-	-	MAST ARM ST LT 2" X 2"	00061225
8	-	1	-	-	2	-	-	MAST ARM ST LT 2" X 20" X 6'	33701112
9	-	-	1	-	-	2	-	MAST ARM ST LT 2" X 3" X 8'	33701124
10	-	-	-	1	-	-	2	MAST ARM ST LT 2" X 8" X 8'	33701123
11	1	1	1	1	1	1	1	SIGN POLE OWNED BY APS	00050092
12	10	10	10	10	10	10	10	WIRE BARE #6 SOLID CU	33007580

EXHIBIT B

FEE SCHEDULE

ITEM NO.	DESCRIPTION	EST. QTY	UNIT PRICE	EXTENDED COST
<u>OPERATIONS AND MAINTENANCE</u>				
1	Per specifications including parts and labor (Example: 3600 x \$ each x 12 months = yearly)	3600 Streetlights	\$ each	monthly \$ Annually \$
<u>OTHER REQUESTED SERVICES</u>				
1	New poles: Embedded LED Streetlight Pole and Mast Arm Installation: 38 1/2 Foot Poles	5 each	\$	\$
2	New poles: Embedded LED Streetlight Pole and Mast Arm Installation: 30 Foot Poles	5 each	\$	\$
3	Knock-Downs: Embedded Streetlight Pole and Mast Arm Installation: 38 1/2 Foot Poles	5 each	\$	\$
4	Knock-Downs: Embedded Streetlight Pole and Mast Arm Installation: 30 Foot Poles	5 each	\$	\$
5	Luminaire 16000 High Pressure Sodium	1 each	\$	\$
5A	LED Luminaire Assembly Equivalent to 5	1 each	\$	\$
6	Luminaire 30000 High Pressure Sodium	1 each	\$	\$
6A	LED Luminaire Assembly Equivalent to 6	1 each	\$	\$
7	Luminaire 50000 High Pressure Sodium	1 each	\$	\$
7A	LED Luminaire Assembly Equivalent to 7	1 each	\$	\$
8	Luminaire 9500 High Pressure Sodium	1 each	\$	\$
8A	LED Luminaire Assembly Equivalent to 8	1 each	\$	\$

9	New Poles: Trenching, Backfill, and Restoration of Unlandscaped Areas:	000 Lineal Feet	\$	\$
10	New Poles: Trenching, Backfill, and Restoration of Landscaped Grassy Areas:	000 Lineal Feet	\$	\$
11	New Poles: Trenching, Backfill, and Restoration of Landscaped Natural Areas:	000 Lineal Feet	\$	\$
12	Hourly Rate to Cover Work Not Identified in Bid Documents:	Hourly Rate	\$	\$
13	Inspections of installations done by other contractors	30 each	\$	\$

Any unanticipated work; outside of the above referenced schedule will be completed on a Quote basis.

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, we,
_____, as
Principal, (hereinafter called the Principal), and the

_____, a corporation duly organized under the laws of the State
of _____, as Surety, (hereinafter called the Surety), are held and firmly bound
unto the City of Casa Grande as Obligee, in the sum of Ten Percent (10%) of the total amount of
the bid of Principal, submitted by him to the City of Casa Grande for the work described below,
for the payment of which sum, well and truly to be made, the said Principal and the said Surety,
bind ourselves, our heirs, executors, and administrators, successors and assigns, jointly and
severally, firmly by these presents, and in conformance with A.R.S.

WHEREAS, the said Principal is herewith submitting its proposal for the
CASA GRANDE STREETLIGHT MAINTENANCE

NOW, THEREFORE, if the City of Casa Grande shall accept the proposal and give such Bonds
and Certificates of Insurance as specified in the Standard Specifications with good and sufficient
Surety for the faithful performance of such contract and for the prompt payment of labor and
material furnished in the prosecution thereof, or in the event of the failure of the Principal to
enter into such contract and give such Bond and Certificate of Insurance, if the Principal shall
pay to the City of Casa Grande the sum of money set forth above as liquidated damages for
failure of the Principal to enter into the contract, then this obligation shall be null and void,
otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, A.D., 2014

Principal

Title

Witness:

Surety

Title

Witness: _____

AFFIDAVIT OF NON-COLLUSION

STATE OF ARIZONA)
COUNTY OF _____) ss

(NAME)

BEING FIRST DULY SWORN, DEPOSES AND SAYS:

That he/she is _____
(TITLE)
of _____
(NAME OF BUSINESS)

That pursuant to Section 44-1404 of the Arizona Revised Statutes, he certifies as follows:

That neither he/she nor anyone associated with the said

(NAME OF BUSINESS)

has, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the Project:

CASA GRANDE STREETLIGHT MAINTENANCE

(NAME)

(TITLE)

(NAME OF BUSINESS)

Subscribed and sworn to before me this _____ day of _____,
2014.

(NOTARY PUBLIC)

My Commission Expires:

PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34,
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the contract amount)

KNOW ALL MEN BY THESE PREMISES:

That, _____ (hereinafter called the Principal), as
Principal, _____ and
_____, a
corporation organized and existing under the laws of the State of _____, with its
principal office in the City of _____, (hereinafter called the Surety),
as Surety, are held and firmly bound unto the City of Casa Grande, State of Arizona (hereinafter
call the Obligee) in the amount of
_____ Dollars
(\$_____), for the payment whereof, the said Principal and Surety bind themselves,
and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal intends to enter into a certain written contract with the Obligee for the
construction of the “**CASA GRANDE STREETLIGHT MAINTENANCE**” which contract is
hereby referred to and made a part hereof as fully and to the same extent as
if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the
said Principal is awarded said contract and shall faithfully perform and fulfill all the
undertakings, covenants, terms, conditions and agreements of said contract during the original
term of said contract and any extension thereof, with or without notice to the Surety, and during
the life of any guaranty required under the contract, and shall also perform and fulfill all the
undertakings, covenants, terms, conditions, and agreements of any and all duly authorized
modifications of said contract that may hereafter be made, notice of which modifications to the
Surety being hereby waived; then the above obligation shall be void; otherwise to remain in full
force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title
34, Chapter 2, Article 2 of the Arizona Revised Statutes, and all liabilities on this bond shall be
determined in accordance with the provisions of said Title, Chapter and Article, to the extent as
if it were copied at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the court.

WITNESS our hands this _____ day of _____, 2014

PRINCIPAL SEAL

AGENCY OF RECORD

BY

SURETY SEAL

AGENCY ADDRESS

BY

LABOR AND MATERIALS BOND

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34,
CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the contract amount)

KNOW ALL MEN BY THESE PREMISES:

That, _____ (hereinafter called the Principal),
and

_____,
a corporation organized and existing under the laws of the State of _____, with its
principal office in the City of _____, (hereinafter called the Surety),
as Surety, are held and firmly bound unto the City of Casa Grande, State of Arizona (hereinafter
call the Obligee) in the amount of
_____ Dollars
(\$_____), for the payment whereof, the said Principal and Surety bind themselves
and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal intends to enter into a certain written contract with the Obligee
for the construction of the " **CASA GRANDE STREETLIGHT MAINTENANCE**" which
contract is hereby referred to and made a part hereof as fully and to the same extent as if copied
at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the
said Principal is awarded said contract and shall promptly pay all monies due to all persons
supplying labor or materials to him or his subcontractors in the prosecution of the work provided
for in said contract, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond having been required of the said Principal in
order to comply with the provisions of Title 34, Chapter 2, Article 2 of the Arizona Revised
Statutes, all rights and remedies on this bond shall inure solely to such persons and shall be
determined in accordance with the provisions, conditions and limitations of said Title, Chapter
and Article, to the same extent as if they were copies at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the court.

WITNESS our hands this _____ day of _____, 2014.

PRINCIPAL SEAL

AGENCY OF RECORD

BY

SURETY SEAL

AGENCY ADDRESS

BY

SAMPLE CONTRACT

SAMPLE

CONTRACT FOR SERVICES

THIS CONTRACT is entered into this the _____ day of _____, 201____, by and between (hereinafter known as "Contractor"), a _____ authorized to do business in the state of Arizona, whose address is _____, and the City of Casa Grande (hereinafter known as "City"), an Arizona municipal corporation, whose address is 510 East Florence Boulevard, Casa Grande, Arizona 85122.

The City engages the Contractor to perform services for a project known and described as "Streetlight Maintenance".

1. Scope of Contractor's Services.

The contractor agrees to provide services to the City for the performance of _____, consistent with the Scope of Work and in the timeframe identified as Exhibit "A" and incorporated herein by reference. No material, labor, or facilities will be furnished by the City, unless otherwise provided for in the Agreement. Contractor agrees to perform the following services:

- 1.1 Contractor agrees to provide the services as set forth in detail in Exhibit "A" attached hereto and hereby incorporated as part of this Agreement.
- 1.2 Contractor warrants that all material, service or construction delivered under the Agreement shall conform to the specifications of the Agreement. Receipt of the material, service, or construction specified and any inspection incidental thereto by the City shall not alter or affect the obligations of Contractor or the rights of the City under the foregoing warranty.
- 1.3 All services, information, computer program elements, reports and other deliverables which may be created under the Agreement are the sole property of the City and shall not be used or released by Contractor or any other person except with prior written permission of the City.

2. Accounting and Payment for Contractor Services.

Payment to the Contractor for services set forth in Exhibit A rendered under this Agreement shall be not to exceed prices set forth in the fee schedule, attached Exhibit "B". Where Exhibit "B" requires payments by City on a monthly basis for the work completed, payment shall be based upon billings supported, unless otherwise provided in Exhibit "B", by itemized documentation of units of work actually performed and amounts earned (including where appropriate, the actual number of days worked each month and total number of hours for the month), equipment or materials supplied or used, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the City, the City will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract that are not part of the agreed upon reimbursable expenses. Where required, the City shall, upon receipt of appropriate documentation, compensate the Contractor no more often than monthly through the City voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B".

3. Assignment and Subcontracting.

No portion of this contract may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of the Contracting Officer. It will be the responsibility of the Contractor to ensure that any and all subcontractors comply with the terms and conditions of this agreement and that City of Casa Grande is named as express third-party beneficiary of such subcontracts with full rights as such.

4. Independent Contractor.

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing contained herein shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor. As an independent contractor, Contractor is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages arising out of Contractor's performance under this Agreement.

5. No Guarantee of Employment.

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the City at the present time or in the future.

6. Taxes.

The Contractor understands and acknowledges that the City will not withhold federal or state income taxes. Where required by state or federal law, the Contractor authorizes the City to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the City against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to, Business or Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the City does not hold title.

7. Regulations and Requirement.

This Agreement shall be subject to all laws, rules and regulations of the United States of America, the State of Arizona, and the City of Casa Grande.

8. Right to Review.

This contract may be subject to review by any federal or state auditor. The City or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the City. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by City Agents or employees, inspection of all records or other materials which the City deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for five (5) years after contract termination in accordance with A.R.S. §35-214 and shall make them available for such review within the City of Casa Grande, State of Arizona, upon request.

9. Modifications.

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

10. Termination for Default.

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the City's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the Termination for Public Convenience paragraph hereof.

11. Termination for Public Convenience.

The City may terminate the contract in whole or in part whenever the City determines, in its sole discretion, that such termination is in the best interests of the City. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable

adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provisions for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the City at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the City.

12. Equal Opportunity.

This Agreement, and the parties thereto, shall comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 99-4 as they relate to equal opportunity.

13. Venue and Choice of Law.

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Arizona in and for the County of Pinal. This Agreement shall be governed by the laws of the State of Arizona.

14. Insurance.

14.1 Contractor Liability Insurance. Upon signing of the Agreement and so long as it shall remain in effect, contractor, at its cost and expense, shall purchase and maintain the insurance described in this subsection 14. The insurance shall be purchased and maintained in companies duly licensed or otherwise approved by the State of Arizona, with forms acceptable to the City of Casa Grande, and shall be primary with no right of contribution. The contractor's insurer shall have a minimum A.M. Best's rating of A-VIII. Use of alternative insurers requires prior approval for the City of Casa Grande.

The insurance coverages to be purchased and maintained are:

14.1.1 Workers' Compensation. Contractor shall provide workers' compensation insurance as required by state and federal laws having jurisdiction over Contractor's employees engaged in the performance of the Services within this Agreement.

14.1.2 General Liability. Contractor shall maintain a Commercial General Liability (Occurrence) policy that includes coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability. The policy shall have limits of not less than:

- \$1,000,000 for each occurrence of bodily injury and property damage; and
- \$1,000,000 for personal injury;

14.1.3 Automobile Liability. Contractor shall maintain an Automobile Liability policy with a combined single limit for bodily injury and property damage of not less than \$1,000,000 for each accident. The policy shall cover all owned, hired, and non-

owned automobiles used in connection with the Agreement for the performance of Contractor's services.

14.1.4 Property Insurance. A policy or policies of fire and extended coverage property damage insurance covering the full insurable value of all tools and equipment used by contractor from time to time on the lands of City of Casa Grande pursuant to the Agreement, including mobile equipment. Contractor shall also require its agents, contractors, licensees and others performing the obligations, or exercising the rights, of Contractor under the Agreement to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

14.1.5 Adjustment of Liability Limits. If the initial term of the Agreement shall exceed ten years or if the aggregate term of the Agreement, including any extension or renewal terms agreed to by the parties or provided for in the Agreement shall exceed ten years, on each tenth anniversary of the date of the Agreement, the liability limits provided for in sections 14.1.2 and 14.1.3 shall be increased by an amount proportional to the increase in the US consumer price index occurring since the date of the Agreement or the date of the last such increase as appropriate.

14.1.6 Professional Liability. The Contractor retained by the City to provide the engineering services required by the Agreement will maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by the Contractor or any person employed by him, with an unimpaired limit of not less than \$1,000,000 each claim and \$2,000,000 all claims, or 10% for the construction budget, whichever is larger. In the event the insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Services as evidenced by annual Certificates of Insurance.

14.2 Insurance Certificate. Contractor shall not exercise any of its rights under the Agreement until it delivers to City of Casa Grande's designated recipient certificates from contractor's insurers showing that the coverage required above has been obtained.

14.2.1 The insurance certificates must show City of Casa Grande, its subsidiaries, affiliates directors, officers, and employees as additional insured parties in respect of all liability coverage except workers' compensation. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

14.2.2 The insurance certificate shall provide on its face that the policies it represents will not be terminated, amended, or allowed to expire without 30 days prior written notice to City of Casa Grande.

14.2.3 Failure of City of Casa Grande to demand the insurance certificate or other evidence of full compliance with these insurance requirements or failure of City of Casa Grande to identify a deficiency from any certificate provided to it shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

14.3 Severability of Interests. The policies referenced in 14.1.2. and 14.1.3. shall contain a severability of interests clause, generally providing, "the insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's insurance."

14.4 Waiver of Subrogation. Contractor hereby waives any and all rights that it might have against City of Casa Grande, its employees, officers and directors, to recover all or part of any loss or damage insured or insurable by the insurance policies carried or required to be carried by it pursuant to the Contract Documents. Contractor shall require each of its agents, contractors, licensees and others performing the obligations, or exercising the rights, of Contractor under the Agreement to provide a similar waiver for City of Casa Grande's benefit.

14.5 Deductibles. Contractor may purchase the required insurance policies with deductibles which are reasonable in light of the contractor's financial condition; provided that any loss not covered due to the deductible will be paid by Contractor. Contractor shall also require its agents, contractors, licensees and others performing the obligations, or exercising the rights, of contractor under the Agreement to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

15. Withholding Payment.

In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the City may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

16. Future Non-Allocation of Funds.

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the City will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the City in the event this provision applies.

17. Protection of Licensee Data.

Contractor warrants that the Contractor's installation, maintenance, and upgrade of any software provided hereunder shall not result in the use or disclosure by Contractor of any information concerning a patient/client obtained by the City in providing service in violation of any State laws, Federal laws, including, but not limited to, the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), and any federal regulations governing privacy, including, but not limited to, 45 CFR Section 160-164, as well as other applicable federal and state statutes and regulations.

18. Contractor Commitments, Warranties and Representations.

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to materially fulfill such a commitment shall result in a breach of this Contract. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

19. Patent/Copyright Infringement.

Contractor will defend and indemnify the City from any claimed action, cause or demand brought against the City, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the City in any action. Such defense and payments are conditioned upon the following:

- a. That Contractor shall be notified promptly in writing by City of any notice of such claim; and
- b. Vendor shall have the right, hereunder, at its option and expense, to obtain for the City the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the City.

20. Disputes.

20.1 General. Differences between the Contractor and the City, arising under and by virtue of the Contract Documents shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions and decisions of the Contracting Officer, shall be final and conclusive.

20.2 Notice of Potential Claims. The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the City, or (2) the happening of any event or occurrence, unless the Contractor has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

20.3 Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before the final payment by the City, the Contractor has given the City a detailed written statement of each element of cost or other compensation

requested and of all elements of additional time required, and copies of supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced.

All writings, programs, data, public records or other materials prepared by the Contractor and/or its Contractors or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the City.

22. Conflict of Interest.

The Contractor agrees to promptly disclose any financial or economic interest in the Project property, or any property affected by the Project, existing prior to the execution of this Contract. Further, the Contractor agrees to promptly disclose any financial or economic interest with the Project property, or any property affected by the Project, if the Contractor gains such interest during the course of this Contract.

If the Contractor gains any financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract at the sole discretion of the City.

The Contractor shall not engage the services on the Contract of any present or former City employee who was involved as a decision maker in the selection or approval processes, or who negotiated or approved billings or contract modifications for this Contract.

The Contractor agrees that it shall not perform services on this Project for the contractor, sub-contractor, or any supplier.

The Contractor shall not negotiate, contract, or make any agreement with the contractor, sub-contractor, or any supplier with regard to any of the work under this Project, or any services, equipment or facilities to be used on this Project.

This Agreement is subject to the cancellation provisions for conflicts of interest pursuant to A.R.S. §38-511.

23. Covenant Against Contingent Fees.

The Contractor affirms that he has not employed or retained any company or person, other than a bona fide employee working for the Contractor to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this clause, the City may terminate this Contract without liability, or in its discretion may deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

24. Indemnification.

To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City of Casa Grande, its agents, officers, officials and employees from and against all allegations, demands, proceedings, actions, claims, damages, losses, expenses, judgments, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting, relating to, arising out of, or resulting from any acts, errors, mistakes, omissions, work or services of the Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Contract.

Contractor's duty to defend, indemnify and hold harmless the City of Casa Grande, its agents, officers, officials and employees shall arise in connection with any allegation, demand, proceeding, action, claim, damage, loss, expense or judgment that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by Contractor's acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor, any tier of Contractor's subcontractors or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable. The amount and type of insurance requirements set forth herein will not be construed as limiting the scope of the indemnity provisions of this Contract.

To the fullest extent permitted by law, the City agrees to indemnify and hold the Contractor harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the City's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the City is legally liable, and arising from the project that is the subject of this Agreement. The Contractor is not obligated to indemnify the City in any manner whatsoever for the City's own negligence.

25. Confidentiality.

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the City or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the City Attorney, or an order entered by a court after having acquired jurisdiction over the City. Contractor shall immediately give to the City notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the City, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

26. Public Disclosure.

In the event of a public records request to the City for the Licensed Program or Licensed Documentation, the City shall promptly provide a copy of such request to Contractor so that it has at least 7 days from Contractor's receipt of such request in which to seek an order restraining the City from disclosing the Licensed Program and Documentation pursuant to such public records request. If Contractor does not obtain a restraining order within such period of time, the

City may disclose the Licensed Program and Licensed Documentation pursuant to such public request as the City deems appropriate to comply with Arizona's Public Records Laws.

27. Notice.

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered and to the City Attorney's Office. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

28. Severability.

If any term or condition of this contract or the application thereof to any person(s) or circumstance(s) is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

29. Waiver.

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

30. Survival.

The provisions of paragraphs, 4, 6, 8, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 24, 25, 26, 27, 33 and 34 and the provisions of any non-collusion affidavit, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

31. Discrimination.

Contractor **shall not** unlawfully discriminate against any employee, applicant for employment, recipient of services or programs, or applicant for services or programs, on the basis of race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap. Contractor shall comply with the Americans with Disabilities Act.

32. Entire Agreement.

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

33. E-Verify.

To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The Contractor's or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination

of the Agreement by City. The Contractor agrees to insert language similar to this paragraph in all contracts in which they engage with subcontractors on this project to ensure that those subcontractors are meeting the requirements of the above-mentioned statutes. City retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty. The Contractor and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by City. The Contractor and its subcontractors shall cooperate with City's random inspections including granting City entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

34. Compliance with A.R.S. §35-391.06 and 35-393.06

Contractor, and his/her firm, certifies that it does not have, nor will it for the duration of this contract have, scrutinized business operations in Sudan or Iran as defined in A.R.S. § 35-391.06 and 35-393.06.

Dated this the _____ day of _____, 20__.

City of Casa Grande, an Arizona
municipal corporation.

By: _____
James V. Thompson,
City Manager

By: _____
Name: _____
Title: _____

Remilie S. Miller, City Clerk

Approved as to form:

Brett Wallace, City Attorney

State of _____)
) ss
County of _____)

Acknowledgment

On this _____ day of _____, _____, _____ personally appeared before the undersigned and acknowledged _____self to be the _____ of _____, being authorized so to do, executed the Agreement between _____ and the City (identified in City of Casa Grande records as C.G. Contract No. _____) in the capacity therein stated and for the purposes therein contained by signing his/her name.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My commission expires: _____

SAMPLE

EXHIBIT “A”—SCOPE OF SERVICES

SAMPLE

EXHIBIT “B”— PAYMENT SCHEDULE

SAMPLE