

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
UTILITY CONSTRUCTION COMPANY, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of April 20, 2017, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and Utility Construction Company, Inc., an Arizona corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, the City of Peoria, Arizona ("Peoria") entered into Contract No. ACON04216, dated February 12, 2016, and amended by Contract Amendment No. One, dated December 5, 2016 (collectively, the "Peoria Contract"), for the Contractor to provide lighting maintenance and inspection services. A copy of the Peoria Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The Town is permitted, pursuant to Section 3-3-27 of the Town Code, to make purchases under the Peoria Contract, at its discretion and with the agreement of the awarded Contractor, and the Peoria Contract permits its cooperative use by other public entities, including the Town.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Peoria Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with lighting maintenance and inspection services, as more particularly set forth in Section 2 below (the "Materials and Services") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until February 11, 2018, unless terminated as otherwise provided in this Agreement or the Peoria Contract.

2. Scope of Work. Contractor shall provide to the Town the Materials and Services under the terms and conditions of the Peoria Contract and as set forth in the Proposals attached hereto as Exhibit B and incorporated herein by reference.

3. Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the Town. Materials failing to conform to the requirements of this Agreement and/or the Peoria Contract will be held at Contractor's risk. Upon discovery of non-conforming Materials or Services, the Town may elect to do any or all of the following by written notice to the Contractor: (i) waive the non-conformance; (ii) stop the work immediately; or (iii) bring Materials or Service into compliance and withhold the cost of same from any payments due to the Contractor.

4. Compensation. The Town shall pay Contractor an aggregate amount not to exceed \$140,000.00, of which \$6,240.00 is an owner's contingency which shall be utilized at the Town's sole discretion, for the Materials and Services at the unit rates set forth in the Peoria Contract and as more particularly set forth in the Proposals.

5. Payments. The Town shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Peoria Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Peoria Contract will be subject to rejection and may be returned.

6. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 7 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the Town to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

7. E-verify Requirements. 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 their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

8. Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

9. Conflict of Interest. This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

10. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

11. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

12. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Proposals, the Peoria Contract and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the Peoria Contract (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Peoria Contract shall not alter such terms and conditions or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

13. Rights and Privileges. To the extent provided under the Peoria Contract, the Town shall be afforded all of the rights and privileges afforded to Peoria and shall be the “City” (as defined in the Peoria Contract) for the purposes of the portions of the Peoria Contract that are incorporated herein by reference.

14. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 13 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to Peoria to the extent provided under the Peoria Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor’s obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

15. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Fountain Hills
 16705 East Avenue of the Fountains
 Fountain Hills, Arizona 85268
 Attn: Grady E. Miller, Town Manager

With copy to: GUST ROSENFELD P.L.C.
 One East Washington Street, Suite 1600
 Phoenix, Arizona 85004-2553
 Attn: Andrew J. McGuire

If to Contractor: Utility Construction Company, Inc.
 P.O. Box 1774
 Gilbert, Arizona 85299
 Attn: Bob Martin

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all

required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation



Grady E. Miller, Town Manager

ATTEST:



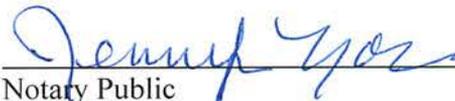
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On April 19th, 2017, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.





Notary Public

(Affix notary seal here)

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
UTILITY CONSTRUCTION COMPANY, INC.

[Peoria Contract]

See following pages.



CONTRACT AMENDMENT

Solicitation No.: Q16-04

Page 1 of 1

Description: Lighting Maintenance and Inspection Services

Amendment No.: One (1)

Date: December 5, 2016

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Lisa Houg

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on February 11, 2017 and is hereby extended.

The New Contract Term is: February 12, 2017 – February 11, 2018.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

<u><i>Bob Martin</i></u>	<u>12/5/2016</u>	<u>Bob Martin, Vice President</u>	<u>Utility Construction Company</u>
Signature	Date	Typed Name and Title	Company Name

<u>P.O. Box 1774</u>	<u>Gilbert</u>	<u>AZ</u>	<u>85289</u>
Address	City	State	Zip

Attested by:

Rhonda Geriminsky
Rhonda Geriminsky, City Clerk



City Seal
Copyright 2003
City of Peoria, Arizona

CC Number

ACON04216A
Contract Number

John R. Sefton, Jr.
Director: John R. Sefton, Jr., Community Services
Director

Jake Eason
Project Manager: Jake Eason, Neighborhood &
Community Park Manager

Approved as to Form:

Cheryl Bro
City Attorney

The above referenced Contract Amendment is hereby Executed:

Dec 13, 2016 at Peoria, Arizona

Dan Zenko
Dan Zenko, Materials Manager



City of Peoria, Arizona

Request for Quotation



Request for Quotation No: **Q16-04** RFQ Due Date: **December 21, 2015**
 Materials and/or Services: **Lighting Maintenance and Inspection Services** RFQ Due Time: **5:00 P.M. AZ Time**
 Contact: **Lisa Houg**
 Phone: **(623) 773-7115**
 Mailing Address: **City of Peoria, Materials Management**
9875 N. 85th Avenue, 2nd Floor
Peoria, AZ 85345

This is NOT a Purchase Order

The terms and conditions in this solicitation should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, and applicable taxes. Delivery schedule and discount for early payment shall be indicated in the spaces provided below. Return the quotation by the above time and date to the above address. Please reference the Buyer's name and RFQ number on the outside of the return envelope.

Delivery Location: **9875 N. 85th Avenue, Peoria, AZ 85345** Buyer: **Lisa Houg**

Vendor Quotation

Delivery shall be made N/A Calendar days after receipt of order. Payment Terms: 30 Days

Utility Construction Comapny, Inc.

[Signature]

Company Name

Signature for Offer

PO Box 1774

Bob Martin

Company Address

Printed Name

Gilbert

AZ

85299

Vice President

City

State

Zip

Title

Phone (480) 654-3100 / Fax (480) 654-8374

bob@utilityconstructionco.com

Telephone / Facsimile

Email Address

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is hereby accepted. The Contractor is now bound to sell the materials and/or services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed **Purchase Order**.

Attested by:

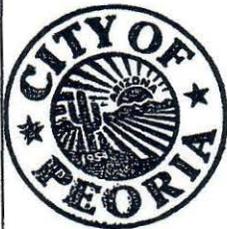
[Signature]
Rhonda Geriminsky, City Clerk

City of Peoria, Arizona.

Eff. Date: 12-12-16

[Signature]
Approved by: John R. Sefton, Jr., Community Services Director

[Signature]
Approved as to Form: Stephen M. Kemp, City Attorney



City Seal

Copyright 2003 City of Peoria, Arizona

CC
A C O N 0 4 2 1 6

Contract Number

Official File

Awarded on 12-11-16

[Signature]
Dan Zenko, Materials Manager



REQUEST FOR QUOTATION

INSTRUCTIONS FOR QUOTATION AND TERMS AND CONDITIONS

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **Submission:** Quotations shall be signed and received by the due date and time, as designated on the Quotation.
2. **Opening:** A formal public opening will not be held for this quotation. However, all information may be publicly reviewed after award.
3. **Standard Provisions:** The City of Peoria's Instructions for Quotation and Terms and Conditions (Form COP203ITQ) and Standard Terms and Conditions (COP Form 202), where applicable, are a part of this document as if fully set forth herein. Copies of these documents are available from the City of Peoria, Materials Management Division.
4. **Taxes:** The City of Peoria is exempt from Federal Excise Tax, including Federal Transportation Tax. Sales Tax, if any, should be indicated as a separate item.
5. **Bid Rejection:** The City of Peoria reserves the right to reject any, or all, bids, combinations of items, or lot and to waive defects or informalities.
6. **Brand Names:** Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors, but are intended to approximate the quality design or performance which is desired. Any bid which proposes like quality, design or performance will be considered. Equivalent products will be considered, provided a complete description and product literature is provided. Unless a specific exception is made, assumption will be that the item is bid exactly as specified on the Request for Quotation.
7. **Erasures:** Erasures, interlineations or other modifications shall be initialed by the individual signing the Request for Quotation.
8. **Unit Price:** In case of error in the extension of prices, the unit shall govern. No Quotation shall be altered, amended or withdrawn after the specified date and time for receiving Quotations. Negligence by the Vendor in preparing the Quotation confers no right for the withdrawal of the Quotation after it has been opened.
9. **New:** All items shall be new, unless otherwise stated in the specifications.
10. **Payment:** The City of Peoria will make every effort to process for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any bid that requires payment in less than thirty (30) days shall not be considered.
11. **Payment Discounts:** Payment discount periods will be computed from date of receipt of materials or services or correct invoice, whichever is later, to the date payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the City of Peoria shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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Peoria, Arizona 85345-6560
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THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
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This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the



STANDARD TERMS AND CONDITIONS

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City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor 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 coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
- Waive the non-conformance.
 - Stop the work immediately.
 - Bring material into compliance.
- This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
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27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: Q16-04

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Lighting Maintenance and Inspection Services**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City Materials Manager. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.
4. **Cooperative Purchasing:** While this contract is for the City of Peoria, other public agencies and political subdivisions may express interest in utilizing the contract. In addition to the City of Peoria, and with approval of the contractor, this contract may be extended for use by other eligible public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State). Eligible public agencies may elect to utilize the contract through cooperative purchasing (or piggybacking) on the contract and do so at their discretion. No volume is implied or guaranteed, and the contractor must be in agreement with the cooperative transaction. The Strategic Alliance for Volume Expenditures (SAVE), a group of school districts and other public agencies, have signed an intergovernmental cooperative purchase agreement to obtain economies of scale. As a member of SAVE, the City of Peoria will act as the lead agency. Any such usage by other participating public agencies must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective public agency. Potential participating public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State) recognize potential equipment, logistical and capacity limitations by the contractor may limit the contractor's ability to extend use of this contract. Any orders placed to the contractor will be placed by the specific public agency participating in this purchase, and payment for purchases made under this agreement will be the sole responsibility of each participating public agency. The City of Peoria shall not be responsible for any disputes arising out of transactions made by others.
5. **Contract Type:** Fixed Price
6. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
8. **Affirmative Action:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
9. **Proposal Format:** Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the local office(s) which will be performing the work.
10. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
 - a. Experience and Qualifications
 - b. Method of Approach
 - c. Cost Considerations
 - d. Conformance to Request for Quotation



SPECIAL TERMS AND CONDITIONS

Solicitation Number: Q16-04

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
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The City reserves the right to consider historic information and facts, whether gained from the Vendor's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Vendors, while conducting the proposal evaluations.

11. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
12. **Non-Exclusive Contract:** Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Peoria. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code.
13. **Taxes:** Prices offered shall not include applicable State and local taxes. The City will pay all applicable taxes. Taxes must be listed as a separate item on all invoices.
14. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
15. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
16. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
17. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and endorsements. The City shall not be obligated, however, to review same or to advise



SPECIAL TERMS AND CONDITIONS

Solicitation Number: Q16-04

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

18. Required Insurance Coverage:

a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subcontracting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

19. Certificates of Insurance: Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, and formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual



SPECIAL TERMS AND CONDITIONS

Solicitation Number: Q16-04

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

20. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

21. **Independent Contractor:**

a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor 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 coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

22. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to deliver the material and/or service.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: Q16-04

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

23. **Invoices:** The Contractor shall submit invoices to the City of Peoria Accounts Payable Department, 8401 W. Monroe St, Peoria AZ 85345. Invoices may also be submitted electronically to accountspayable@peoriaaz.gov.
24. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
25. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
26. **City of Peoria Business License:** Peoria City Code requires that all persons conducting business in the City of Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the City of Peoria Sales Tax & License Division at (623) 773-7160 or via email at salestax@peoriaAZ.gov.
27. **Safety Standards:** All items supplied on this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
28. **Usage Report:** It is an express condition of any award that the successful vendor(s) shall provide the City of Peoria, Materials Management Division with a quarterly report delineating the number of items by commodity number as show on the bid for each item. Format for the usage report will be issued to the successful bidder(s).
29. **Confidential Information:**
 - a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
 - b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
 - c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
30. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:
 - a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
 - b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves to right to restrict the use of any non-secure websites under this contract.
 - c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: Q16-04

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

- d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
 - e. Ensure that offices and workspaces containing customer information are secure.
 - f. Ensure that computer virus protection is up to date.
31. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.
32. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.
33. **Protest Policy and Procedures:** The City of Peoria protest policy and procedures are available for review at the following public websites and as per ARS 34-603.C.2(f).
- a. The City of Peoria Protest Policy and Procedures are available online at <http://www.peoriaaz.gov/newsecondary.aspx?id=2071>.
The policy is contained within the City of Peoria Procurement Code, Chapter 2- Administration, section 2-321. Procurement Code Protests; Informal and Formal.
 - b. The specific protest procedures are contained in the Materials Management "Procurement Administrative Guidelines" and can be accessed at <http://www.peoriaaz.gov/NewSecondary.aspx?id=54937> in the "Downloads" box on the right side of the web page.



SCOPE OF WORK

Solicitation Number: Q16-04

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
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A. General:

The City of Peoria is seeking a qualified vendor to provide lighting maintenance and inspection services for lighting higher than 30 feet above ground and underwater lighting at pool locations. The services are needed on a quarterly and "as needed" basis at the following locations:

- 1. Rio Vista Community Park** **8866 W. Thunderbird, Peoria, AZ**
 - Skate Park – 4 Poles/12 Lamps
 - Adult Softball Fields (4) – 22 Poles/187 Lamps
 - Youth Baseball/Softball Fields (3) – 11 Poles/49 Lamps
 - Soccer Fields (2) – 7 Poles/42 Lamps
 - All parking lot lights
- 2. Pioneer Community Park** **8755 N. 83rd Avenue, Peoria, AZ**
 - All parking lot lights
- 3. Varney Park** **11820 N. 81st Avenue, Peoria, AZ**
 - Baseball Fields (2) – 10 Poles/40 Lamps
- 4. Ira Murphy Park** **7230 W. Cheryl Drive, Peoria, AZ**
 - Baseball Field (1) – 10 Poles
- 5. Cheyenne Elementary School** **11806 N. 87th Avenue, Peoria, AZ**
 - Softball/Multi-purpose Field – 6 Poles/36 Lamps
- 6. Coyote Hills Elementary School** **21180 N. 87th Avenue, Peoria, AZ**
 - Baseball Field (1) – 7 Poles/51 Lamps
- 7. Sunrise Mountain High School** **21321 N. 86th Drive, Peoria, AZ**
 - (a) Baseball/Rentention Field (1) – 6 Poles/52 Lamps
 - (b) Pool – 14 Underwater Lights, 30 Overhead Lights
 - (c) Security lights - 34
- 8. Peoria High School** **11200 N. 83rd Avenue, Peoria, AZ**
 - Pool – 15 Underwater Lights, 18 Overhead Lights
- 9. Centennial High School** **14388 N. 79th Avenue, Peoria, AZ**
 - Pool – 7 Underwater Lights, 16 Overhead Lights
- 10. Rio Vista Recreation Center** **8866 W. Thunderbird, Peoria, AZ**
 - Gymnasium – 30 Fixtures
- 11. Sunrise Family Center** **21303 N. 86th Dr, Peoria, AZ**
 - 5 overhead parking lot and 10 security lights



SCOPE OF WORK

Solicitation Number: Q16-04

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. Peoria Sports Complex (As needed services only – hourly rates apply)

- Parking lot and practice field walkways – 121 fixtures, approximately 34' from ground, 400 watt metal halide, mogul base lamp, 480V ballast.

2. Peoria Neighborhood Parks (As needed services only – hourly rates apply)

- All parking lot lights – Approximately 30 neighborhood park locations (see link below).
<https://www.peoriaaz.gov/NewSecondary.aspx?id=74915>.

B. Inspection/Maintenance:

1. Inspection and Maintenance shall be performed on all exterior & interior lighting at all locations listed above for lights higher than 30 feet above ground and underwater lights at pool locations.
2. Areas at each fixture will include lamps, ballasts, fuses, sockets and lenses and other related parts.
3. All replacement parts shall be new and in working condition. Replacement parts shall be equivalent to the original parts and compatible with existing equipment, unless otherwise approved by City Site Manager.
4. Contractor shall conduct an initial on-site inspection on a quarterly basis of all exterior lighting at all locations listed above. Contractor will make contact with each City Site Manager to obtain a list of predetermined repairs and additional duties to be perform. Results of each inspection will be given to each City Site Manager, in a acceptable format. The quarterly inspections can be started and completed within the following time frames:
 - a. January 15 – February 15
 - b. April 15 – May 15
 - c. July 15 – August 15
 - d. October 15 – November 15
5. After inspections, a itemized quote listing parts and potential labor hours will be provided to City Site Manager for approval. Maintenance and replacement of lights will be performed upon approval from City Site Manager.
6. City may utilize the Contractor on an "as needed" basis between inspections, including after-hours emergency calls to provide maintenance and lighting replacement at the locations listed above.
7. At a minimum, the Contractor shall have at least one (1) qualified lighting repair/maintenance personnel available on call at all times.
8. Contractor shall provide all necessary parts, tools, equipment, and labor to perform each task.
9. Contractor's employees shall display proper identification while working on City property.
10. Contractor shall at all times abide by local, state, and federal safety regulations, including the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.



SCOPE OF WORK

Solicitation Number: **Q16-04**

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
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Fax: (623) 773-7118

C. Response Time:

1. Contractor shall provide the City with contact name(s) and phone number(s) for the on-call lighting repair/maintenance personnel, for after-hours and emergency service calls. Response time for a technician to be on-site to service the specified equipment, for after-hours and emergency service calls, shall be no later than two (2) hours, after notification of a requirement for service.
2. Response time for a technician to be on-site to service the specified equipment, for non-emergency calls, shall be no later than twenty-four (24) hours, (8:00 a.m.-5:00 p.m., Monday-Friday) after notification of a requirement for service.



SCOPE OF WORK (revised)

Solicitation Number: Q16-04

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

A. General:

The City of Peoria is seeking a qualified vendor to provide lighting maintenance and inspection services for lighting higher than 30 feet above ground and underwater lighting at pool locations. The services are needed on a quarterly and "as needed" basis at the following locations:

- 1. Rio Vista Community Park** **8866 W. Thunderbird, Peoria, AZ**
 - Skate Park – 4 Poles/12 Lamps
 - Adult Softball Fields (4) – 22 Poles/187 Lamps
 - Youth Baseball/Softball Fields (3) – 11 Poles/49 Lamps
 - Soccer Fields (2) – 7 Poles/42 Lamps
 - All parking lot lights

- 2. Pioneer Community Park** **8755 N. 83rd Avenue, Peoria, AZ**
 - All parking lot lights

- 3. Varney Park** **11820 N. 81st Avenue, Peoria, AZ**
 - Baseball Fields (2) – 10 Poles/40 Lamps

- 4. Ira Murphy Park** **7230 W. Cheryl Drive, Peoria, AZ**
 - Baseball Field (1) – 10 Poles

- 5. Cheyenne Elementary School** **11806 N. 87th Avenue, Peoria, AZ**
 - Softball/Multi-purpose Field – 6 Poles/36 Lamps

- 6. Coyote Hills Elementary School** **21180 N. 87th Avenue, Peoria, AZ**
 - Baseball Field (1) – 7 Poles/51 Lamps

- 7. Sunrise Mountain High School** **21321 N. 86th Drive, Peoria, AZ**
 - (a) Baseball/Rentention Field (1) – 6 Poles/52 Lamps
 - (b) Pool – 14 Underwater Lights, 30 Overhead Lights
 - (c) Security lights - 34

- 8. Peoria High School** **11200 N. 83rd Avenue, Peoria, AZ**
 - Pool – 15 Underwater Lights, 18 Overhead Lights

- 9. Centennial High School** **14388 N. 79th Avenue, Peoria, AZ**
 - Pool – 7 Underwater Lights, 16 Overhead Lights

- 10. Rio Vista Recreation Center** **8866 W. Thunderbird, Peoria, AZ**
 - Gymnasium – 30 Fixtures

- 11. Sunrise Family Center** **21303 N. 86th Dr, Peoria, AZ**
 - 5 overhead parking lot and 10 security lights



SCOPE OF WORK (revised)

Solicitation Number: Q16-04

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**12. Sunset Heights Elementary School
(Camino A Lago Park)**

21249 N. 98th Avenue, Peoria, AZ

- 7 light poles 70'/40 lights

13. West Wing Park

27100 N. West Wing Parkway, Peoria, AZ

- 6 light poles/4 @ 60'/12 lights

1. Peoria Sports Complex (As needed services only – hourly rates apply)

- Parking lot and practice field walkways – 121 fixtures, approximately 34' from ground, 400 watt metal halide, mogul base lamp, 480V ballast.

2. Peoria Neighborhood Parks (As needed services only – hourly rates apply)

- All parking lot lights – Approximately 30 neighborhood park locations (see link below).
<https://www.peoriaaz.gov/NewSecondary.aspx?id=74915>.

B. Inspection/Maintenance:

1. The Contractor shall conduct an initial on-site inspection of all exterior lighting at all locations listed above.
2. The Contractor shall conduct quarterly on-site inspection services of all exterior lighting at all locations. Contractor will make contact with each City Site Manager to obtain a list of predetermined repairs and additional duties to be performed. Results of each inspection will be given to each City Site Manager in a acceptable format. The quarterly inspections can be started and completed within the following time frames:
 - a. January 15 – February 15
 - b. April 15 – May 15
 - c. July 15 – August 15
 - d. October 15 – November 15
3. Inspection and Maintenance shall be performed on all exterior & interior lighting at all locations listed above for lights higher than 30 feet above ground and underwater lights at pool locations.
4. Areas at each fixture will include lamps, ballasts, fuses, sockets and lenses and other related parts.
5. All replacement parts shall be new and in working condition. Replacement parts shall be equivalent to the original parts and compatible with existing equipment, unless otherwise approved by City Site Manager.
6. After inspections, a itemized quote listing parts and potential labor hours will be provided to City Site Manager for approval. Maintenance and replacement of lights will be performed upon approval from City Site Manager.
7. The City may utilize the Contractor on an "as needed" basis between inspections, including after-hours emergency calls to provide maintenance and lighting replacement at the locations listed



SCOPE OF WORK (revised)

Solicitation Number: Q16-04

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
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above.

8. At a minimum, the Contractor shall have at least one (1) qualified lighting repair/maintenance personnel available on call at all times.
9. Contractor shall provide all necessary parts, tools, equipment, and labor to perform each task.
10. Contractor's employees shall display proper identification while working on City property.
11. Contractor shall at all times abide by local, state, and federal safety regulations, including the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

C. Response Time:

1. Contractor shall provide the City with contact name(s) and phone number(s) for the on-call lighting repair/maintenance personnel, for after-hours and emergency service calls. Response time for a technician to be on-site to service the specified equipment, for after-hours and emergency service calls, shall be no later than two (2) hours, after notification of a requirement for service.
2. Response time for a technician to be on-site to service the specified equipment, for non-emergency calls, shall be no later than twenty-four (24) hours, (8:00 a.m.-5:00 p.m., Monday-Friday) after notification of a requirement for service.



SUBMITTAL REQUIREMENTS

Solicitation Number: Q16-04

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

A. PROPOSAL FORMAT:

Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as specified in the Request for Proposal.

B. PROPOSAL CONTENT: The following items shall be addressed in the proposal submission.

1. Qualifications and Experience

- Brief history of firm & staff qualifications and experience.
- Demonstrate your firm's experience in the industry.

2. Method of Approach

- Provide an approach to satisfy the requirements as described in the Scope of Work.

3. Cost Considerations

- Complete the Price Sheet.

4. References from Similar Clients

- References - Provide a list of three (3) clients with projects similar in scope. Letters of recommendation, if any, may be included in this section.

5. Conformance to RFQ

- Failure to provide all requested information may result in offeror's proposal being rejected as non-responsive.
- Complete and return all City forms.
- Exceptions - Any exceptions to any part of the RFQ must be clearly noted and identified.

C. EVALUATION CRITERIA

In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

1. Qualifications and Experience
2. Method of Approach
3. Cost Considerations
4. Conformance to RFQ

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.



SUBMITTAL REQUIREMENTS

Solicitation Number: Q16-04

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Peoria, Arizona 85345-6560
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Fax: (623) 773-7118

D. PROPOSAL DUE DATE AND CONTACT INFORMATION:

Proposals are due no later than 5:00 P.M. on December 21, 2015

Proposals shall be submitted in one (1) original and three (3) copies and shall be delivered to:

City of Peoria
Materials Management
9875 N. 85th Avenue – 2nd Floor
Peoria, Arizona 85345

Proposals must be submitted in a sealed envelope or package with the solicitation number and the Offeror's name and address clearly indicated on the envelope or package.

All questions regarding this RFP should be directed to Lisa Houg, Contract Officer at (623) 773-7191 or E-mail: Lisa.Houg@PeoriaAZ.gov

Contact with City staff, other than the designated contact person indicated in the RFP, regarding this solicitation is strictly prohibited during the proposal process.



PRICE SHEET

Materials Management Procurement

Solicitation Number: Q16-04

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
A. QUARTERLY INSPECTION SERVICES					
1.	Rio Vista Community Park*	4	Ea.	\$ 500.00	\$ 2,000.00
2.	Pioneer Community Park*	4	Ea.	\$ 300.00	\$ 1,200.00
3.	Varney Park	4	Ea.	\$ 300.00	\$ 1,200.00
4.	Ira Murphy Park	4	Ea.	\$ 300.00	\$ 1,200.00
5.	Cheyenne Elementary School Field	4	Ea.	\$ 300.00	\$ 1,200.00
6.	Coyote Hills Elementary School Field*	4	Ea.	\$ 300.00	\$ 1,200.00
7a.	Sunrise Mountain High School Field*	4	Ea.	\$ 300.00	\$ 1,200.00
7b.	Sunrise Mountain High School Pool	4	Ea.	\$ 300.00	\$ 1,200.00
7c.	Sunrise Mountain High School Security Lights	4	Ea.	\$ 300.00	\$ 1,200.00
8.	Peoria High School Pool	4	Ea.	\$ 300.00	\$ 1,200.00
9.	Centennial High School Pool	4	Ea.	\$ 300.00	\$ 1,200.00
10.	Rio Vista Recreation Center	4	Ea.	\$ 300.00	\$ 1,200.00
11.	Sunrise Family Center	4	Ea.	\$ 300.00	\$ 1,200.00
	<i>*Locations have lighting over 60 ft.</i>				
B. HOURLY RATES for Lighting over 60 ft. (2 Techs and proper equipment required, i.e. Crane)					
1.	Weekday Hourly Rate (normal business hours)	1	Hr.	\$ 320.00	\$ 320.00
2.	Weekday Hourly Rate (emergency-after business hours)	1	Hr.	\$ 475.00	\$ 475.00
3.	Weekend Hourly Rate (non-emergency)	1	Hr.	\$ 490.00	\$ 490.00
4.	Weekend Hourly Rate (emergency)	1	Hr.	\$ 530.00	\$ 530.00
C. HOURLY RATES for Lighting under 60 ft. (1 Tech and proper equipment required, i.e. Bucket Truck)					
1.	Weekday Hourly Rate (normal business hours)	1	Hr.	\$ 105.00	\$ 105.00
2.	Weekday Hourly Rate (emergency-after business hours)	1	Hr.	\$ 155.00	\$ 155.00
3.	Weekend Hourly Rate (non-emergency)	1	Hr.	\$ 165.00	\$ 165.00
4.	Weekend Hourly Rate (emergency)	1	Hr.	\$ 175.00	\$ 175.00



PRICE SHEET

Materials Management Procurement

Solicitation Number: Q16-04

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

D. MATERIALS/PARTS (most commonly used)

1. Lamps & Ballasts (Multi-Tap)

- a. 100 Watt MH
- b. 100 Watt HPS
- c. 175 Watt MH
- d. 175 Watt HPS
- e. 250 Watt MH
- f. 250 Watt HPS
- g. 400 Watt MH
- h. 400 Watt HPS
- i. 1000 Watt MH
- j. 1000 Watt HPS
- k. 1500 Watt MH
- l. 1500 Watt HPS

LAMP	BALLAST
\$ 31.83	\$ 81.38
\$ 12.33	\$ 93.71
\$ 17.26	\$ 62.88
\$ 12.33	\$ 88.78
\$ 16.03	\$ 96.17
\$ 12.33	\$ 106.04
\$ 17.26	\$ 76.45
\$ 12.33	\$ 129.47
\$ 30.83	\$ 141.80
\$ 46.85	\$ 199.75
\$ 44.39	\$ 184.95
\$ 59.39	\$ 243.75

2. Additional Materials/Parts (submit parts price list)

Cost plus 15 %

E. HAZARDOUS WASTE DISPOSAL

- 1. HID Lamps
- 2. HID Ballast
- 3. Fluorescent Lamps

1	Ea.	\$ 0.98	\$ 0.98
1	Ea.	\$ 0.05	\$ 0.05
1	Ea.	\$ 0.40	\$ 0.40

Other (please specify)

F. WARRANTY

Lamps warranty period 2 years

Ballasts warranty period 2 years



PRICE SHEET (revised)

Solicitation Number: Q16-04

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
A. INITIAL ON-SITE INSPECTION SERVICES					
1.	Rio Vista Community Park*	1	Ea.	\$ 250.00	\$ 250.00
2.	Pioneer Community Park*	1	Ea.	\$ 150.00	\$ 150.00
3.	Varney Park	1	Ea.	\$ 46.00	\$ 46.00
4.	Ira Murphy Park	1	Ea.	\$ 46.00	\$ 46.00
5.	Cheyenne Elementary School Field	1	Ea.	\$ 46.00	\$ 46.00
6.	Coyote Hills Elementary School Field*	1	Ea.	\$ 50.00	\$ 50.00
7a.	Sunrise Mountain High School Field*	1	Ea.	\$ 50.00	\$ 50.00
7b.	Sunrise Mountain High School Pool	1	Ea.	\$ 46.00	\$ 46.00
7c.	Sunrise Mountain High School Security Lights	1	Ea.	\$ 46.00	\$ 46.00
8.	Peoria High School Pool	1	Ea.	\$ 46.00	\$ 46.00
9.	Centennial High School Pool	1	Ea.	\$ 46.00	\$ 46.00
10.	Rio Vista Recreation Center	1	Ea.	\$ 46.00	\$ 46.00
11.	Sunrise Family Center	1	Ea.	\$ 46.00	\$ 46.00
12.	Sunset Heights Elementary School*	1	Ea.	\$ 50.00	\$ 50.00
13.	West Wing Park*	1	Ea.	\$ 50.00	\$ 50.00
	<i>*Locations have lighting over 60 ft.</i>				
B. QUARTERLY ON-SITE INSPECTION SERVICES					
1.	Rio Vista Community Park*	3	Ea.	\$ 255.00	\$ 765.00
2.	Pioneer Community Park*	3	Ea.	\$ 120.00	\$ 360.00
3.	Varney Park	3	Ea.	\$ 50.00	\$ 150.00
4.	Ira Murphy Park	3	Ea.	\$ 25.00	\$ 75.00
5.	Cheyenne Elementary School Field	3	Ea.	\$ 25.00	\$ 75.00
6.	Coyote Hills Elementary School Field*	3	Ea.	\$ 50.00	\$ 150.00
7a.	Sunrise Mountain High School Field*	3	Ea.	\$ 25.00	\$ 75.00
7b.	Sunrise Mountain High School Pool	3	Ea.	\$ 25.00	\$ 75.00
7c.	Sunrise Mountain High School Security Lights	3	Ea.	\$ 25.00	\$ 75.00
8.	Peoria High School Pool	3	Ea.	\$ 25.00	\$ 75.00



PRICE SHEET (revised)

Solicitation Number: Q16-04

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Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
9.	Centennial High School Pool	3	Ea.	\$ 25.00	\$ 75.00
10.	Rio Vista Recreation Center	3	Ea.	\$ 25.00	\$ 75.00
11.	Sunrise Family Center	3	Ea.	\$ 25.00	\$ 75.00
12.	Sunset Heights Elementary School*	3	Ea.	\$ 50.00	\$ 150.00
13.	West Wing Park*	3	Ea.	\$ 50.00	\$ 150.00
	*Locations have lighting over 60 ft.				
C. HOURLY RATES (1 Tech and no equipment)					
1.	Weekday Hourly Rate (normal business hours)	1	Hr.	\$ 65.00	
2.	Weekday Hourly Rate (emergency-after business hours)	1	Hr.	\$ 120.00	
3.	Weekend Hourly Rate (non-emergency)	1	Hr.	\$ 100.00	
4.	Weekend Hourly Rate (emergency)	1	Hr.	\$ 140.00	
D. HOURLY RATES for Lighting over 60 ft. (2 Techs and proper equipment required, i.e. Crane)					
1.	Weekday Hourly Rate (normal business hours)	1	Hr.	\$ 200.00	
2.	Weekday Hourly Rate (emergency-after business hours)	1	Hr.	\$ 280.00	
3.	Weekend Hourly Rate (non-emergency)	1	Hr.	\$ 260.00	
4.	Weekend Hourly Rate (emergency)	1	Hr.	\$ 300.00	
E. HOURLY RATES for Lighting under 60 ft. (1 Tech and proper equipment required, i.e. Bucket Truck)					
1.	Weekday Hourly Rate (normal business hours)	1	Hr.	\$ 75.00	
2.	Weekday Hourly Rate (emergency-after business hours)	1	Hr.	\$ 125.00	
3.	Weekend Hourly Rate (non-emergency)	1	Hr.	\$ 115.00	
4.	Weekend Hourly Rate (emergency)	1	Hr.	\$ 150.00	
F. MATERIALS/PARTS (most commonly used)					
1.	Lamps & Ballasts (Multi-Tap)			LAMP	BALLAST
a.	100 Watt MH			\$ 30.83	\$ 81.38
b.	100 Wat HPS			\$ 12.33	\$ 93.71



PRICE SHEET (revised)

Solicitation Number: Q16-04

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Procurement**
9875 N. 85th Ave., 2nd Fl.
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Phone: (623) 773-7115
Fax: (623) 773-7118

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
c.	175 Watt MH			\$ 17.26	\$ 62.88
d.	175 Watt HPS			\$ 12.33	\$ 88.78
e.	250 Watt MH			\$ 16.03	\$ 96.17
f.	250 Watt HPS			\$ 12.33	\$ 106.04
g.	400 Watt MH			\$ 17.26	\$ 76.45
h.	400 Watt HPS			\$ 12.33	\$ 129.47
i.	1000 Watt MH			\$ 30.83	\$ 141.80
j.	1000 Watt HPS			\$ 46.85	\$ 199.75
k.	1500 Watt MH			\$ 44.39	\$ 184.95
l.	1500 Watt HPS			\$ 59.39	\$ 243.75
2.	Additional Materials/Parts (submit parts price list) Cost plus <u>15</u> %				
G. HAZARDOUS WASTE DISPOSAL					
1.	HID Lamps	1	Ea.	\$ 0.98	
2.	HID Ballast	1	Ea.	\$ 0.05	
3.	Fluorescent Lamps	1	Ea.	\$ 0.40	
	Other (please specify)				
H. WARRANTY					
	Lamps warranty period <u>1 year</u>				
	Ballasts warranty period <u>1 year</u>				



QUESTIONNAIRE

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: **Q16-04**

Please list a minimum of three (3) owner references from projects of similar size and scope whom the Materials Management Division may contact:

1. Company: City of Phoenix, AZ
Contact: Jason Fernandez, Project Manager
Address: 200 W Washington St.
Phoenix, AZ 85033
Phone: 602-256-4168
Email: jason.fernandez@phoenix.gov
Type of Work: Lighting Maintenance

2. Company: City of Chandler, AZ
Contact: Hector Peralta, Traffic Signals and Streetlight Supervisor
Address: 975 E Armstrong Way
Chandler, AZ 85286
Phone: 480-782-3456
Email: hector.peralta@chandler.gov
Type of Work: Lighting Maintenance

3. Company: City of Avondale, AZ
Contact: Paul Lopez, Engineering Manager
Address: 11465 W. Civic Center Dr., Suite 120
Avondale, AZ 85323
Phone: 623-333-4219
Email: plopez@avondale.org
Type of Work: Lighting Maintenance



QUESTIONNAIRE

Solicitation Number: Q16-04

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Vendors are to indicate below any exceptions they have taken to the Terms, Conditions or Specifications:

- No Exceptions.**
- Vendor takes the following Exceptions:**

City of Peoria Business License: Peoria City Code requires that all persons conducting business in Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the **City of Peoria Sales Tax & License Division at (623) 773-7160** or via email at salestax@peoriaAZ.gov.

- City of Peoria business license attached, if applicable.**
- Offeror will obtain a City of Peoria business license at the time of contract award.**

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes X, No _____.

If yes, please provide details and documentation of the certification.

ADOT DBE Contractor #1546
City of Phoenix SBE / WBE Contractor

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
UTILITY CONSTRUCTION COMPANY, INC.

[Proposals]

See following pages.

Submitted To:
Town of Fountain Hills
Public Works
16705 E Avenue of Fountains
Fountain Hills, AZ 85268

Energy Saving
Lighting
Upgrades

Town of Fountain
Hills

Public Works
Outdoor Lighting

February 12th, 2017



Prepared By:



Energy Efficient Lighting - Complete Project Management - Sustainable Solutions

Table of Contents

I) Abbreviations	3
II) Executive Summary	4
III) Background.....	5
IV) Project Development	5
V) Town Hall & Community Center.....	6
VI) Museum and Library	8
VII) Avenue of the Fountains – North and South Side	9
VIII) Special Notes and Considerations	10

Attachments:

- Attachment 1 - Calculation Sheet
- Attachment 2 – Site Layout

I) Abbreviations

AEE	Association of Energy Engineers
APS	Arizona Public Service
CCT	Correlated Color Temperature
CEM	Certified Energy Manager
CRI	Color Rendering Index
DLC	Design Lights Consortium
EA	Each
HR	Hour
HID	High Intensity Discharge
HPS	High Pressure Sodium
IDA	International Dark-Sky Association
K	Kelvin
kW	Kilowatt
kWH	Kilowatt Hour
LED	Light Emitting Diode
MH	Metal Halide
PC	Photocontrol
PLG	Phoenix Lighting Group
QPL	Qualified Products List
QNT	Quantity
ROI	Return On Investment
SRP	Salt River Project
UL	Underwriters Laboratory
V	Volts
W	Watt

II) Executive Summary

The following provides a snap shot of the financial savings and lifetime costs of upgrading these properties to LED lighting technology. The methods used to calculate these savings and determine LED lighting solution will be detailed in the following sections of this proposal.

Project Cost

Town Hall / Community Center	\$ 14,448.75
Museum / Library	\$ 7,312.50
Avenue of the Fountains – North and South Side	\$ 4,512.50
Total Cost for All Locations	\$ 26,273.75

Annual Estimated Savings

Electric Load	19.73 kW
Electric Energy	77,616 kWh
Electricity Cost	\$ 7,761.59
Maintenance Cost	+ \$ 2,934.10
Total Annual Savings	\$ 10,695.69

Simple Payback Period

Total Cost		\$ 26,273.75
Total Annual Savings	÷	\$ 10,695.69
Simple Payback Period		2.46 Years

5 Year Return on Investment

Total Annual Savings		\$ 10,695.69
No. of Years	X	5
Total Project Costs	—	\$ 26,273.75
5 Year Return on Investment (simple)		\$ 27,204.70 104 %

III) Background

Utility Construction Company, Inc. (UCC) has prepared this proposal for the upgrade of existing outdoor area lighting for the Town of Fountain Hills Public Works Department (Town), under the cooperative purchase agreement with the City of Peoria for Light Maintenance and Inspection Services (contract No. ACON04216A).

This proposal is divided into the following sections:

- Abbreviations
- Executive Summary
- Background
- Project Development
- Town Hall & Community Center
- Museum & Library
- Avenue of the Fountains – North and South Sides
- Special Notes and Considerations

UCC utilized Phoenix Lighting Group, LLC. (PLG) to perform lighting and energy saving services for this proposal. PLG is a subsidiary of UCC, who specializes in lighting and energy management services. Together, the UCC/PLG team offers complete, turn-key LED lighting solutions in house locally in Mesa, AZ.

IV) Project Development

After several meeting and correspondence with the Town, UCC was able to identify the following objectives for this project:

1. Reduce the Town's energy expense
2. Reduce the Town's maintenance expense
3. Improve the quality of the Town's lighting without over lighting
4. Improve the Town's Dark Sky performance

In addition to these objectives, the following was also considered in the preparation of this proposal:

1. Town of Fountain Hills Zoning Ordinance Chapter 8, dated December of 2016
2. Fountain Hills Dark Sky Association (<http://fhdarksky.com>)

Site Survey

In order to ensure that all objectives and requirements were met, UCC performed a Site Survey of the locations in consideration. During this site survey, a field technician recorded on-site data in a GIS compatible format. The information that we recorded of each fixture was:

1. Existing Fixture Type

2. Existing Lamp Type
3. Line Voltage
4. Mounting Height
5. Existing Light Levels
6. Existing Correlated Color Temperature

Photometric Analysis

Using the information from the Site Survey, UCC performed a Photometric Analysis for the proposed LED lighting upgrades for the subject project. This Photometric Analysis created a site plan for each location.

Using computer simulation software, proposed LED solutions were processed and lighting calculations were verified for compliance with project requirements.

Energy Savings

LED lights consume less electricity to produce illumination compared to traditional light sources. Data from the site survey was used with the procedures for energy saving calculations described by Salt River Project to estimate energy savings. All energy saving calculations were performed by a CEM, accredited by the AEE.

Maintenance Savings

LED light sources have a much longer useful life compared to HID fixtures. This results in cost savings for lighting system maintenance. In order to estimate maintenance cost savings to the city, the following assumptions were made:

Assumption	Value	Validation
Failure Rate of Lamps	20% of lamps per year	Industry standards and UCC historical data
Failure Rate of Ballasts	5% of ballast per year	Industry standards and UCC historical data

These assumptions were used along with the lighting maintenance cooperative purchasing agreement from the City of Peoria to estimate annual maintenance savings. Maintenance projections include light fixture only, and does not consider maintenance of electrical system up to that point.

V) Town Hall & Community Center

Scope of Work

See Attachments 1&2 for details of project site and scope. Following is a breakout:

Label	Existing Fixture Type	Proposed Replacement	Quantity
A	Parking Lot Shoebox – Single Fixture – 175W Metal Halide	LED Luminaire Replacement Kit – 54 W	17
B	Parking Lot Shoebox – Double Fixture – 175W Metal Halide	LED Luminaire Replacement Kit – 54 W	22

C	Pedestrian Shoebox – Single Fixture – 100W Metal Halide	LED Luminaire Replacement Kit – 25 W	12
D	Wall Pack – 100W Metal Halide	LED Luminaire Replacement Kit – 25 W	10
E	Decorative Globes – 42W CFL Pin Base	14W LED Direct Drive Lamp	10
F	Recessed Downlights – 32W CFL Pin Base	12W LED Direct Drive Lamp	14

All proposed LEDs:

- Come with a standard 5 year warranty, with an optional 10 year warranty at additional cost
- Shall be 27K in CCT
- UL Listed
- DLC, Energy Star, or LED Lighting Facts certified

Energy Savings

The following assumptions were made at the time of preparation of this proposal:

Assumption	Value	Validation
Energy Cost	\$ 0.10 per kWh	Regional average for SRP customers.
Site Lighting Operating Hours	4,380 hours per year	Dusk til Dawn operation

Below is a summary of electricity savings across the entire scope of work. See Attachment 1 for a fixture by fixture, location by location breakdown.

Electric Load Reduction	Annual Electric Energy Reduction	Percent Savings	Annual Electricity Cost Savings
9.1 kW	40,011.3 kWh	76%	\$ 5,408.67

Maintenance Savings

See Attachment 1 for a fixture by fixture, location by location breakdown.

Annual Maintenance Cost of Existing System	\$ 1,407.54
Annual Maintenance Cost of LED System	\$ 0.00
Annual Estimated Maintenance Savings of Conversion	\$ 1,407.54

Price

The price to perform all work in Town Hall & Community Center Scope of Work section above, including labor, equipment, and other items of value, is **Fourteen thousand, Four hundred, Forty Eight dollars and Seventy Five cents (\$ 14,448.75)**

VI) Museum and Library

Scope of Work

See Attachments 1&2 for details of project site and scope. Following is a breakout:

Label	Existing Fixture Type	Proposed Replacement	Quantity
A	Parking Lot Shoebox – Single Fixture – 175W Metal Halide	LED Luminaire Replacement Kit – 54 W	8
B	Parking Lot Shoebox – Double Fixture – 175W Metal Halide	LED Luminaire Replacement Kit – 54 W	22

All proposed LEDs:

- Come with a standard 5 year warranty, with an optional 10 year warranty at additional cost
- Shall be 27K in CCT
- UL Listed
- DLC, Energy Star, or LED Lighting Facts certified

Energy Savings

The following assumptions were made at the time of preparation of this proposal:

Assumption	Value	Validation
Energy Cost	\$ 0.10 per kWh	Regional average for SRP customers.
Site Lighting Operating Hours	2,555 hours per year	Dusk to 1:00 AM, 7 Days a week.

Below is a summary of electricity savings across the entire scope of work. See Attachment 1 for a fixture by fixture, location by location breakdown.

Electric Load Reduction	Annual Electric Energy Reduction	Percent Savings	Annual Electricity Cost Savings
4.8 kW	12,341 kWh	74%	\$ 1,234.07

Maintenance Savings

See Attachment 1 for a fixture by fixture, location by location breakdown.

Annual Maintenance Cost of Existing System	\$ 684.46
Annual Maintenance Cost of LED System	\$ 0.00
Annual Estimated Maintenance Savings of Conversion	\$ 684.46

Price

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The price to perform all work in Museum and Library Scope of Work section above, including labor, equipment, and other items of value, is **Seven thousand, Three hundred, Twelve dollars and Fifty cents (\$ 7,312.50)**

VII) Avenue of the Fountains – North and South Side

Scope of Work

See Attachments 1&2 for details of project site and scope. Following is a breakout:

Label	Existing Fixture Type	Proposed Replacement	Quantity
A	Pole Mounted, Post Top, Architectural Light – 150W HPS	Screw-in LED Cob Light, Direct Drive – 36W	36
AB	Wall Sconce, Architectural Light – 150W HPS	Screw-in LED Cob Light, Direct Drive – 36W	2
C	Pole Mounted LED Light	OUT OF SCOPE	2
D	Pole Mounted LED Light	OUT OF SCOPE	4

All proposed LEDs:

- Existing sail spot lights and pole mounted LED fixtures are excluded from scope of work
- Come with a standard 5 year warranty, with an optional 10 year warranty at additional cost
- Shall be 27K in CCT
- UL Listed
- DLC, Energy Star, or LED Lighting Facts certified

Energy Savings

The following assumptions were made at the time of preparation of this proposal:

Assumption	Value	Validation
Energy Cost	\$ 0.10 per kWh	Regional average for SRP customers.
Site Lighting Operating Hours	4,380 hours per year	Dusk til Dawn

Below is a summary of electricity savings across the entire scope of work. See Attachment 1 for a fixture by fixture, location by location breakdown.

Electric Load Reduction	Annual Electric Energy Reduction	Percent Savings	Annual Electricity Cost Savings
5.8 kW	25,299 kWh	81%	\$ 2,529.89

Maintenance Savings

See Attachment 1 for a fixture by fixture, location by location breakdown.

Annual Maintenance Cost of Existing System	\$ 842.10
Annual Maintenance Cost of LED System	\$ 0.00
Annual Estimated Maintenance Savings of Conversion	\$ 842.10

Price

The price to perform all work in Avenue of the Fountains N & S Scope of Work section above, including labor, equipment, and other items of value, is **Four thousand, Five hundred, Twelve dollars and Fifty cents (\$ 4,512.50)**

VIII) Special Notes and Considerations

1. All estimated energy savings, maintenance savings, financing terms/payments, and financial projections are provided as a courtesy to the customer to illustrate true project impact, and UCC makes no guarantees under this proposal. UCC does offer performance contracting which will provide a contractual guarantee to energy and maintenance savings upon request.
2. Photometric analysis completed using the existing conditions of the facility. UCC is not responsible for existing deficient lighting designs.
3. All energy performance data was calculated using the utility company’s software and methodology. Energy Savings are subject to fluctuations to energy costs.
4. All maintenance performance data was calculated using the U.S. Department of Energy’s information and was verified by UCC’s historical data. This data can be provided to customer upon request. This data can be updated with the customer’s own maintenance data upon request.
5. Utility company rebate is subject to final approval by utility company.
6. All information provided is based off of a preliminary site investigation. Negotiations with customer may change the conditions and assumptions made by UCC at the time of preparation of this proposal. Any change to the conditions may result in a change of price to the customer.
7. Pricing assumes existing conditions of a properly operating lighting system. Existing deficiencies of the facility may result in additional costs and/or a void warranty.
8. All changes in scope of work and pricing will only be performed upon an executed, written change order.
9. This proposal, including all attachments, will be included as an Exhibit in the Contract for this project.
10. No exclusionary Clauses in the Contract Language shall supersede the contract of this proposal without prior written consent.
11. Installations come with a 1 year workmanship warranty. Please review UCC’s warranty statement for terms and conditions of LED fixture 5 year warranty.
12. This proposal is good for 30 days.
13. Excludes Permits / Permit Fees

Submitted To:
Town of Fountain Hills
Community Services
16705 E Avenue of Fountains
Fountain Hills, AZ 85268

Energy Saving Lighting Upgrades

Town of Fountain
Hills
Community Services

Outdoor Lighting

February 12th, 2017



Prepared By:



Energy Efficient Lighting - Complete Project Management - Sustainable Solutions

Table of Contents

I) Abbreviations	3
II) Executive Summary	4
III) Background.....	5
IV) Project Development	5
V) Fountain Park	7
VI) Desert Vista Park	8
VII) Four Peaks Park	9
VIII) Golden Eagle Park.....	10
IX) Avenue of the Fountains – Green Belt.....	12
X) Special Notes and Considerations	13

Attachments:

- Attachment 1 - Calculation Sheet
- Attachment 2 – Site Layout

I) Abbreviations

AEE	Association of Energy Engineers
APS	Arizona Public Service
CCT	Correlated Color Temperature
CEM	Certified Energy Manager
CRI	Color Rendering Index
DLC	Design Lights Consortium
EA	Each
HR	Hour
HID	High Intensity Discharge
HPS	High Pressure Sodium
IDA	International Dark-Sky Association
K	Kelvin
kW	Kilowatt
kWH	Kilowatt Hour
LED	Light Emitting Diode
MH	Metal Halide
PC	Photocontrol
PLG	Phoenix Lighting Group
QPL	Qualified Products List
QNT	Quantity
ROI	Return On Investment
SRP	Salt River Project
UL	Underwriters Laboratory
V	Volts
W	Watt

II) Executive Summary

The following provides a snap shot of the financial savings and lifetime costs of upgrading these properties to LED lighting technology. The methods used to calculate these savings and determine LED lighting solution will be detailed in the following sections of this proposal.

Project Cost

Fountain Park	\$ 10,390.00
Desert Vista Park	\$ 20,655.00
Four Peaks Park	\$ 13,396.25
Golden Eagle Park	\$ 22,510.00
Avenue of the Fountains – Green Belt	\$ 3,918.75
Total Cost for All Locations	\$ 70,870.00

Annual Estimated Savings

Electric Load		40.73 kW
Electric Energy		78,508 kWh
Electricity Cost		\$ 7,850.90
Maintenance Cost	+	\$ 5,967.80
Total Annual Savings		\$ 13,818.70

Simple Payback Period

Total Cost		\$ 70,870.00
Total Annual Savings	÷	\$ 13,818.70
Simple Payback Period		5.13 Years

III) Background

Utility Construction Company, Inc. (UCC) has prepared this proposal for the upgrade of existing outdoor area lighting for the Town of Fountain Hills Community Services Department (Town), under the cooperative purchase agreement contract with the City of Peoria for Lighting Maintenance and Inspection Services (contract No. ACON04216A).

This proposal is divided into the following sections:

- Abbreviations
- Executive Summary
- Background
- Project Development
- Fountain Park
- Desert Vista Park
- Four Peaks Park
- Golden Eagle Park
- Avenue of the Fountains Green Belt
- Special Notes and Considerations

UCC utilized Phoenix Lighting Group, LLC. (PLG) to perform lighting and energy saving services for this proposal. PLG is a subsidiary of UCC, who specializes in lighting and energy management services. Together, the UCC/PLG team offers complete, turn-key LED lighting solutions in house locally in Mesa, AZ.

IV) Project Development

After several meeting and correspondence with the Town, UCC was able to identify the following objectives for this project:

1. Reduce the Town's energy expense
2. Reduce the Town's maintenance expense
3. Improve the quality of the Town's lighting without over illumination
4. Improve the Town's Dark Sky performance

In addition to these objectives, the following were also considered in the preparation of this proposal:

1. Town of Fountain Hills Zoning Ordinance Chapter 8, dated December of 2016
2. Fountain Hills Dark Sky Association (<http://fhdarksky.com>)

Site Survey

In order to ensure that all objectives and requirements were met, UCC performed a Site Survey of the locations in consideration. During this site survey, a field technician recorded on-site data in a GIS compatible format. The information that was recorded was:

1. Existing Fixture Type
2. Existing Lamp Type
3. Line Voltage
4. Mounting Height
5. Existing Light Levels
6. Existing Correlated Color Temperature

Photometric Analysis

Using the information from the Site Survey, UCC performed a Photometric Analysis for the proposed LED lighting upgrades for the subject project. This Photometric Analysis created a site plan for each location.

Using computer simulation software, proposed LED solutions were processed and lighting calculations were verified for compliance with project requirements.

Monument Sign Lighting at Fountain Park

Included in this proposal are the 9 ea Lithonia brand LED flood lights at Fountain Park. These were requested to be replaced in kind with 3K color light fixtures for dark sky compliance. These represent a large portion of the cost of the project, and provide no return on investment. Therefore, financial savings are skewed from a true LED upgrade project.

Sports Field Lighting

This proposal include site lighting only. Sports field lighting will be provided in a separate proposal.

Energy Savings

LED lights consume less electricity to produce illumination compared to traditional light sources. Data from the site survey was used with the procedures for energy saving calculations described by Salt River Project to estimate energy savings. All energy saving calculations were performed by a CEM, accredited by the AEE.

Maintenance Savings

LED light sources have a much longer useful life compared to HID fixtures. This results in cost savings for lighting system maintenance. In order to estimate maintenance cost savings to the city, the following assumptions were made:

Assumption	Value	Validation
Failure Rate of Lamps	20% of lamps per year	Industry standards and UCC historical data
Failure Rate of Ballasts	5% of ballast per year	Industry standards and UCC historical data

These assumptions were used along with the lighting maintenance cooperative purchasing agreement from the City of Peoria to estimate annual maintenance savings. Maintenance projections include light fixture only, and does not consider maintenance of electrical system up to that point.

V) Fountain Park

Scope of Work

See Attachments 1 & 2 for details of project site and scope. Following is a breakout:

Label	Existing Fixture Type	Proposed Replacement	Quantity
A & B	Decorative Pendant – 175W MH	LED Luminaire Replacement Kit – 25 W	13
C	Ramada Lights – East Parking Lot – 100W MH	LED Luminaire Replacement Kit – 25 W	22
D	Monument Sign Floodlight – 78W LED – 4K CCT	In-Kind – 78W LED - 3K CCT	9
E	Ramada Lights – West Parking Lot – 70W MH	LED Luminaire Replacement Kit – 25 W	2

Notes on proposed LEDs:

- Standard 5 year warranty, with an optional 10 year warranty at additional cost
- Shall be 27K in CCT, except flood lights will be 3K
- UL Listed
- DLC, Energy Star, or LED Lighting Facts certified

Energy Savings

The following assumptions were made at the time of preparation of this proposal:

Assumption	Value	Validation
Energy Cost	\$ 0.10 per kWh	Regional average for SRP customers.
Site Lighting Operating Hours	1,927.5 hours per year	Dusk til 11:00 PM, 5:30 AM wil Dawn operation

Below is a summary of electricity savings across the entire scope of work. See Attachment 1 for a fixture by fixture, location by location breakdown.

Electric Load Reduction	Annual Electric Energy Reduction	Percent Savings	Annual Electricity Cost Savings
3.4 kW	6,592 kWh	72%	\$ 659.21

Maintenance Savings

See Attachment 1 for a fixture by fixture, location by location breakdown.

Annual Maintenance Cost of Existing System	\$ 594.41
Annual Maintenance Cost of LED System	\$ 0.00
Annual Estimated Maintenance Savings of Conversion	\$ 594.41

Price

The price to perform all work in Fountain Park Scope of Work section above, including labor, equipment, and other items of value, is **Ten thousand, Three hundred, Ninety dollars and Zero cents (\$ 10,390.00)**

VI) Desert Vista Park

Scope of Work

See Attachments 1&2 for details of project site and scope. Following is a breakout:

Label	Existing Fixture Type	Proposed Replacement	Quantity
A	Parking Lot Slim Shoebox – 150W HPS	LED Luminaire Replacement Kit – 83 W	68

Notes on proposed LEDs:

- Come with a standard 5 year warranty, with an optional 10 year warranty at additional cost
- Shall be 27K in CCT
- UL Listed
- DLC, Energy Star, or LED Lighting Facts certified

Energy Savings

The following assumptions were made at the time of preparation of this proposal:

Assumption	Value	Validation
Energy Cost	\$ 0.10 per kWh	Regional average for SRP customers.
Site Lighting Operating Hours	1,927.5 hours per year	Dusk til 11:00 PM, 5:30 AM wil Dawn operation

Below is a summary of electricity savings across the entire scope of work. See Attachment 1 for a fixture by fixture, location by location breakdown.

Electric Load Reduction	Annual Electric Energy Reduction	Percent Savings	Annual Electricity Cost Savings
7.1 kW	13,762 kWh	55%	\$ 1,376.24

Maintenance Savings

See Attachment 1 for a fixture by fixture, location by location breakdown.

Annual Maintenance Cost of Existing System	\$ 1,127.74
Annual Maintenance Cost of LED System	\$ 0.00
Annual Estimated Maintenance Savings of Conversion	\$ 1,127.74

Price

The price to perform all work in Desert Vista Park Scope of Work section above, including labor, equipment, and other items of value, is **Twenty thousand, Six hundred, Fifty Five dollars and Zero cents (\$ 20,655.00)**

VII) Four Peaks Park

Scope of Work

See Attachments 1&2 for details of project site and scope. Following is a breakout:

Label	Existing Fixture Type	Proposed Replacement	Quantity
A	Parking Lot Shoebox – 1000W MH	LED Luminaire Replacement Kit – 154 W	2
B	Tennis Court – 1000W MH	LED Luminaire Replacement Kit – 222 W	6
C	Site Lighting Post Top – 150W HPS	LED Luminaire Replacement Kit – 110 W	11
C-2	Parking Lot Shoebox – 150W HPS	LED Luminaire Replacement Kit – 110 W	2
D	Site Lighting Shoebox – 150W HPS	LED Luminaire Replacement Kit – 110 W	4
E	Round Bulk Head Style Wall Sconce – 20W CFL	New Bulk Head Style Fixture with 6W LED Lamp	12
F	Round Bulk Head Style Wall Sconce – 20W PL Pin Base	New Bulk Head Style Fixture with 6W LED Lamp	2
G	LED Wall Pack	OUT OF SCOPE	1

Notes on proposed LEDs:

- Existing LED Dusk to Dawn wall pack excluded from scope of work
- Come with a standard 5 year warranty, with an optional 10 year warranty at additional cost
- All Sports Lighting shall be 5K CCT
- All site lighting shall be 27K CCT
- UL Listed
- DLC, Energy Star, or LED Lighting Facts certified

Energy Savings

The following assumptions were made at the time of preparation of this proposal:

Assumption	Value	Validation
Energy Cost	\$ 0.10 per kWh	Regional average for SRP customers.

Site Lighting Operating Hours	1,927.5 hours per year	Dusk til 11:00 PM, 5:30 AM wil Dawn operation
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Below is a summary of electricity savings across the entire scope of work. See Attachment 1 for a fixture by fixture, location by location breakdown.

Electric Load Reduction	Annual Electric Energy Reduction	Percent Savings	Annual Electricity Cost Savings
8.6 kW	16,480 kWh	71%	\$ 1,648.01

Maintenance Savings

See Attachment 1 for a fixture by fixture, location by location breakdown.

Annual Maintenance Cost of Existing System	\$ 2,887.11
Annual Maintenance Cost of LED System	\$ 0.00

Annual Estimated Maintenance Savings of Conversion	\$ 2,887.11
---	--------------------

Price

The price to perform all work in Four Peaks Park Scope of Work section above, including labor, equipment, and other items of value, is **Thirteen thousand, Three hundred, Ninety Six dollars and Twenty Five cents (\$ 13,396.25)**

VIII) Golden Eagle Park

Scope of Work

See Attachments 1&2 for details of project site and scope. Following is a breakout:

Label	Existing Fixture Type	Proposed Replacement	Quantity
A	Site Lighting Shoebox – 250W MH	LED Luminaire Replacement Kit – 110 W	23
B	Volleyball and Horseshoe Pit – 1,000W MH	LED Luminaire Replacement Kit – 154 W	5
C-A	Canopy Lights – Ramadas – 50W MH	LED Luminaire Replacement Kit – 25 W	19
C-B&C	Canopy Lights – Bathrooms – 100W MH	LED Luminaire Replacement Kit – 25 W	5
D	Basketball Court Shoeboxes – 1,000W MH	LED Luminaire Replacement Kit – 154 W	4
E	Parking Lot Shoeboxes – 150W MH	LED Luminaire Replacement Kit – 54 W	7
F	Site Lighting Shoeboxes – 150W MH	LED Luminaire Replacement Kit – 110 W	7
H	Site Lighting Shoeboxes – 250W MH	LED Luminaire Replacement Kit – 110 W	5

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I	Recessed Downlight – 70W MH	LED Luminaire Replacement Kit – 25 W	5
J	4’ Wrap Around - 2 Lamp, T8	4’ LED T8 Lamps – Direct Drive – 12 W	6

Notes on proposed LEDs:

- Excludes Tennis Courts
- Come with a standard 5 year warranty, with an optional 10 year warranty at additional cost
- All Sports Lighting shall be 5K CCT
- All site lighting shall be 27K CCT
- UL Listed
- DLC, Energy Star, or LED Lighting Facts certified

Energy Savings

The following assumptions were made at the time of preparation of this proposal:

Assumption	Value	Validation
Energy Cost	\$ 0.10 per kWh	Regional average for SRP customers.
Site Lighting Operating Hours	1,927.5 hours per year	Dusk til 11:00 PM, 5:30 AM wil Dawn operation

Below is a summary of electricity savings across the entire scope of work. See Attachment 1 for a fixture by fixture, location by location breakdown.

Electric Load Reduction	Annual Electric Energy Reduction	Percent Savings	Annual Electricity Cost Savings
16.6 kW	32,006 kWh	72%	\$ 3,200.61

Maintenance Savings

See Attachment 1 for a fixture by fixture, location by location breakdown.

Annual Maintenance Cost of Existing System	\$ 2,430.35
Annual Maintenance Cost of LED System	\$ 0.00
Annual Estimated Maintenance Savings of Conversion	\$ 2,430.35

Price

The price to perform all work in Golden Eagle Park Scope of Work section above, including labor, equipment, and other items of value, is **Twenty Two thousand, Five hundred, Ten dollars and Zero cents (\$ 22,510.00)**

IX) Avenue of the Fountains – Green Belt

Scope of Work

See Attachments 1&2 for details of project site and scope. Following is a breakout:

Label	Existing Fixture Type	Proposed Replacement	Quantity
A	Pole Mounted Architectural Lights – 150W HPS	Screw-In LED Cob light, Direct Drive	17
AA	Column Mounted Architectural Lights – 150W HPS	Screw-In LED Cob light, Direct Drive	16
B	Wind Sail Accent Light – LED	OUT OF SCOPE	

Notes on proposed LEDs:

- Existing LED Wind Sail Accent Lights are excluded from scope of work
- Come with a standard 5 year warranty, with an optional 10 year warranty at additional cost
- All site lighting shall be 27K CCT
- UL Listed
- DLC, Energy Star, or LED Lighting Facts certified

Energy Savings

The following assumptions were made at the time of preparation of this proposal:

Assumption	Value	Validation
Energy Cost	\$ 0.10 per kWh	Regional average for SRP customers.
Site Lighting Operating Hours	1,927.5 hours per year	Dusk til 11:00 PM, 5:30 AM w/ Dawn operation

Below is a summary of electricity savings across the entire scope of work. See Attachment 1 for a fixture by fixture, location by location breakdown.

Electric Load Reduction	Annual Electric Energy Reduction	Percent Savings	Annual Electricity Cost Savings
5.0 kW	9,668 kWh	80%	\$ 966.83

Maintenance Savings

See Attachment 1 for a fixture by fixture, location by location breakdown.

Annual Maintenance Cost of Existing System	\$ 576.20
Annual Maintenance Cost of LED System	\$ 0.00
Annual Estimated Maintenance Savings of Conversion	\$ 576.20

Price

The price to perform all work Avenue of the Fountains Green Belt Scope of Work section above, including labor, equipment, and other items of value, is **Three thousand, Nine hundred, Eighteen dollars and Seventy Five cents (\$ 3,918.75)**

X) Special Notes and Considerations

1. All estimated energy savings, maintenance savings, financing terms/payments, and financial projections are provided as a courtesy to the customer to illustrate true project impact, and UCC makes no guarantees under this proposal. UCC offers performance contracting which will provide a contractual guarantee to energy and maintenance savings upon request.
2. Photometric analysis completed using the existing conditions of the facility. UCC is not responsible for existing deficient lighting designs.
3. All energy performance data was calculated using the utility company's software and methodology. Energy Savings are subject to fluctuations to energy costs.
4. All maintenance performance data was calculated using the U.S. Department of Energy's information and was verified by UCC's historical data. This data can be provided to customer upon request. This data can be updated with the customer's own maintenance data upon request.
5. Utility company rebate is subject to final approval by utility company.
6. All information provided is based off of a preliminary site investigation. Negotiations with customer may change the conditions and assumptions made by UCC at the time of preparation of this proposal. Any change to the conditions may result in a change of price to the customer.
7. Pricing assumes existing conditions of a properly operating lighting system. Existing deficiencies of the facility may result in additional costs and/or a void warranty.
8. All changes in scope of work and pricing will only be performed upon an executed, written change order.
9. This proposal, including all attachments, will be included as an Exhibit in the Contract for this project.
10. No exclusionary Clauses in the Contract Language shall supersede the contract of this proposal without prior written consent.
11. Installations come with a 1 year workmanship warranty. Please review UCC's warranty statement for terms and conditions of LED fixture 5 year warranty.
12. This proposal is good for 30 days.
13. Excludes Permits / Permit Fees



Arizona DOT DBE Contractor #20052947
 City of Phoenix SBC / SBE Contractor
 California DBE Contractor #37975
 Nevada DBE Contractor #NV01244UCPN
 New Mexico DBE Contractor
 Texas DBE UCP Contractor

23 February 2017

Town of Fountain Hills
 16705 E. Avenue of the Fountains
 Fountain Hills, AZ 85268

Attn: Mr. Justin Weldy
jweldy@fh.az.gov

Project ('Project'): Town of Fountain Hills
 Outdoor Lighting LED Upgrade
 City of Peoria Contract No. ACON04216A

Subject: Traffic Signal LED Conversion
 Cost Estimate

Mr. Weldy,

Utility Construction Company, Inc. ('UCC') is submitting this letter to The Town of Fountain Hills ('Town') to provide a cost estimate for the conversion of existing HID luminaire at traffic signals to LED luminaries as follows:

1.0 Scope of Work

Estimate is to convert existing traffic signal luminaire to LED.

2.0 Budgetary Pricing

Item	Description	Qty	Unit	Price	Extended
1	Labor – Remove and Replace Luminaire	8	HR	\$ 150.00	\$ 1,200.00
2	Option A – GE ERS20F3C170401GRAY or equivalent	4	EA	\$ 518.00	\$ 2,072.00
	Sales Tax @ 8.06%			8.06%	\$ 167.00
3	Option B – GE ERS1013C1X40AGRAYR or equivalent	4	EA	\$ 482.00	\$ 1,928.00
	Sales Tax @ 8.06%			8.06%	\$ 155.40
Subtotal - Option A per Intersection					\$ 3,439.00
Subtotal - Option B per Intersection					\$ 3,283.40



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 California CLSB #906009 (A-Gen) • Nevada SCB #0073368 (A-Gen) • New Mexico RLD-CLD #367690 (GS08)

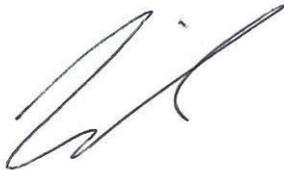


Total – Option A at 11 Intersections	11	EA	\$ 3,439.00	\$ 37,829.00
Total – Option B at 11 Intersections	11	EA	\$ 3,283.40	\$ 36,117.40

3.0 Notes:

- a. Does not include permits / permit fees

Sincerely,



Jess Daniels
 Project Manager / Estimator
jessd@utilityconstructionco.com

