

**AMENDED RENEWAL OF
CONTRACT FOR
THE CITY OF MADISON, AL
FOR
STREETLIGHT MAINTENANCE**

A. Background and Intent

The City of Madison, Alabama, a municipal corporation (the "City") is contracting with The City of Huntsville, a municipal corporation in the State of Alabama, d/b/a Huntsville Utilities ("HU") at 112 Spragins Street NW, Huntsville, AL 35801, for maintaining like materials needed for streetlight maintenance, repair, maintenance, replacement and new installation (as needed) of the City's streetlight system, the details of which are in Section C below ("Scope of Services"). This Agreement does not obligate HU to perform the initial installation of LED streetlights or to replace existing, properly functioning streetlights. The City's streetlight system currently consists of approximately 3,811 streetlight fixtures and approximately 2,179 streetlight poles, most of which are owned by HU. The City's current make up of streetlight fixtures is shown in Table 1 below.

Table 1: Quantities & Types of Streetlight Fixtures

Arlington	52
Barn Style	2,047
Cobra	667
Flood	15
Granville	78
High Mast	14
Mongoose	83
Other	2
Post Top	7
Shoebox	22
Town & Country	884
Total	3,871

A detailed inventory of the fixtures is provided in Attachment A: Line by Line Streetlight Inventory.

B. Qualifications

HU certifies that they have the following qualifications to maintain the streetlights for the City.

- a. Experience and expertise in regard to providing the types of, or similar services, as those set forth in the Scope of Services,
- b. A proven track record in providing these types of or similar services, as those set forth in the Scope of Services,
- c. Adequate staff/employees to complete the work in a timely manner, and
- d. Knowledge of, and compliance with, all applicable federal and State laws and regulations governing the services.

- e. Knowledge of, and compliance with all applicable requirements and regulations governing streetlight fixture and pole repair, maintenance, replacement and new installations.
- f. HU shall own and operate equipment required to perform streetlight maintenance, service and installation including, but not limited to aerial lift equipment (bucket truck) with a forty (40) foot reach.
- g. HU shall employ personnel with a valid Commercial Driver's License (CDL) and a clean driving record.

2. Insurance Requirements:

HU shall not allow any subcontractor to commence work pursuant to this contract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance requirements for any contractors or subcontractors that HU employs for work under this Agreement shall be required to have the insurance coverages outlined on Attachment B to this agreement. HU's insurance coverage shall be equal to or exceed their current insurance coverages, as described on Attachment C.

C. Scope of Services

For all services performed under this Agreement, HU will charge the City according to the rates established by Exhibit A of this Agreement.

HU will maintain like materials needed for streetlight maintenance, perform maintenance, repairs, replacement and new installation to streetlight equipment owned by the City.

HU shall use only luminaries, mounting brackets, poles and accessories, etc. that meet City standards and are approved by the City.

HU shall utilize a computerized work management system. The system will be used to record, schedule and coordinate all maintenance and to prepare reports of all work performed on a minimum monthly basis. Except in cases of emergency or in instances that could affect the health or safety of persons or property, all work orders for which the City would be liable exceeding Five Hundred Dollars (\$500.00) must be pre-approved in writing by an authorized representative of the City before the work is commenced.

HU shall use a system to report any concerns determined to be the responsibility of the manufacturer of the LED lights directly to the manufacturer and monitor such repairs.

HU must have the ability to respond to emergency situations and shall use reasonable efforts to respond to repair, maintenance, and service requests timely. HU will prioritize those requests as it deems appropriate, but to the extent reasonably possible, it will incorporate priorities requested by the City, including but not limited to areas related to key infrastructure and government facilities.

Below is an inventory of part numbers of the planned LED replacements. HU shall keep an inventory of the following, or equivalent, materials required to provide the required services to the City of Madison. This inventory shall include, but not be limited to, replacement LED fixtures, photocells and drivers consistent with the maintenance service and repairs identified in this contract. In addition, HU shall maintain an inventory of poles.

City of Madison - Public Works Department

Model	Acuity Part Number
Arlington	WFCL2P3040KMVOLTFC3BKSKPR7PCLLN2X2
Barn Style	ATB0P205MVOL TR3MPNLP7PCLL
Barn Style	ATBMICP104MVOLTR3MPNLP7PCLL
Cobra	ATB0P205MVOLTR3MPNLP7PCLL
Cobra	ATB0P453MVOLTR3MPNLP7PCLL
Cobra	ATBMICP104MVOLTR3MPNLP7PCLL
Cobra	ATBMICP154MVOLTR3MPNLP7PCLL
Flood	ACP1P50MVOLT55TMMPP7PCLL0643NL
Granville	GVD3P3040KMVOLTMSTGL3LUBKSTTBKPR7PCLLN2X2
High Mast	HMLED4P140KMVOLTHGRAWPR7PCLL
Mongoose	MGLEDMP140KMVOLTMRVHGRSDPCLLNLP7
Mongoose	MGLEDMP540KMVOLTMRVHGRSDPCLLNLP7
Post Top	WFCL2P3040KMVOLTFC3BKSKPR7PCLLN2X2
Shoebox	ATBMICP104MVOLTR3MPNLP7PCLL UMS-BK
Town & Country	247LP45AS40KR3AYXLP7PCLLN2X2

For all street lighting components under warranty requiring replacement, HU shall be responsible for contacting the warranty provider and for coordinating all aspects of the warranty replacement process. Ultimate resolution of any disputes relating to warranty claims shall be the sole responsibility of the City, including but not limited to litigation of any such claims.

Safety of persons and property in and around areas where HU is performing under this contract shall be a shared responsibility by HU and the City as expressly provided for herein. HU will use commercially reasonable efforts to minimize risks to persons or property. If traffic control is required, it will be the responsibility of the City to arrange for appropriate measures and assistance. The City shall provide traffic control at such locations and for such periods as may be necessary for safety or as the applicable State and Local Regulatory Agencies, Local Ordinances and/or the City may order for the control and direction of vehicular traffic and pedestrians.

Traffic control shall be provided by off-duty City of Madison Police Officers who shall be paid by the City or other APOST certified law enforcement officers of the City's choosing. If a uniformed officer is not required, HU shall, at its sole expense, provide a trained flagman to provide traffic control.

D. Agreement Period

The term of the contract is one (1) year from the effective date of the contract. The City and HU, by mutual agreement, may renew the contract for up to one (one) additional, one-year period. The City reserves the right to terminate the contract at any time. If the City terminates the contract, the City shall pay to HU the amount due for costs and services rendered, up to the date of termination of the contract, within 30 days of receiving the final invoice from HU. Additionally, the Parties agree to negotiate in good faith regarding payment to HU for the value of inventory acquired and held by HU for use under the terms of the contract and for the City to release any claim on inventory that may be otherwise repurposed by HU.

E. Management

City of Madison - Public Works Department

Work performed under this contract will be managed jointly and through mutual agreement by HU and the Department of Public Works in the City of Madison.

END OF SECTION

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed the day and year first above written.

HUNTSVILLE UTILITIES

ATTEST:

By _____

Print name: _____

Its: _____

CITY OF MADISON, ALABAMA

ATTEST:

By _____

Paul Finley

Its: Mayor

PRICES AND RATES

(Exhibit A)

Position	2024 Labor Rate
Electric Engineering Services Supervisor	\$ 110.21
Right of Way Supervisor	\$ 90.64
Line Clearance Coordinator	\$ 67.98
Line Clearance Supervisor	\$ 94.76
Electric Manager	\$ 110.21
Apprentice Lineworker	\$ 60.77
Journeyman	\$ 76.22
Lead Lineworker	\$ 79.31
Electric Utility Worker	\$ 45.32
Engineering Aide 3	\$ 67.98
Engineer 1	\$ 85.49
Engineer 2	\$ 105.06
Engineer Manager	\$ 110.21
Service Coordinator Lead	\$ 65.92
Service Coordinator	\$ 49.44

Vehicle/Equipment	Equipment Watch Hourly Rate
International Digger	\$ 107.79
Dump Bed Truck	\$ 53.86
Backhoe/Bobcat	\$ 77.10
48' Material Handling Bucket Truck	\$ 89.11
Pickup	\$ 42.13
Digger Derrick	\$ 40.64
Pole Trailer	\$ 39.02
60' Material Handling Bucket Truck	\$ 92.45

Materials will be charged at actual cost plus 15% to cover material acquisition and warehousing cost. All invoices will include a 10% margin add to the total cost.