REQUEST FOR PROPOSALS #20-05: LED Streetlight CONVERSION PROJECT

Date Posted: April 22\textsuperscript{nd}  
Proposal Deadline: \textbf{Monday, May 25\textsuperscript{th} at 10:00AM}

\textit{Main Staff Contact:}
Nick Germain, Project Coordinator  
ngermain@hooksett.org – 603-485-8472 Ext. 1

\textit{Inquiry / Proposal Package Submissions Address:}
Hooksett Town Offices  
Administration Department  
35 MAIN STREET  
HOOKSETT, NH 03106

It is the town’s intent that this RFP shall permit competition. It shall be the respondent’s responsibility to advise the Town Administrator, André Garron (agarron@hooksett.org), in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits awarding this project to one source.

The Town of Hooksett reserves the right to reject all or any part of any or all proposals, to waive technical or legal deficiencies, and to accept any proposal that it deems to be in the best interest of the Town.
1. General Information and Submission Process

1.1 Key Dates

Proposal Deadline and Opening: Monday, May 25th 2020, at 10:00AM
Anticipated Project Award: Within 40 days of deadline.
First 100 Streetlights installed by date: TBD
Project fully completed by: June 30th, 2021

1.2 Obtaining RFP Documents

The Town of Hooksett’s primary outlet for distributing documentation for this RFP is the bids and RFPs page on its website: www.hooksett.org. Essential documents can also be received in hardcopy from the Administration Department upon receipt of printing (.50 per page) and mailing (TBD) costs.

1.3 Inquiries

Technical or administrative questions should be directed to this RFP’s main contact listed on the cover page. Highly specific e-mailed or typed questions are strongly preferred, and should reference the section the respondent wants clarified. Responses that are deemed reasonably able to affect competitiveness for this RFP will be released as addenda. Please check the Town web site at https://www.hooksett.org/bidsrfps to read any additional documentation prior to final submission.

1.4 Submission Instructions

Sealed hardcopy proposal packages, plainly marked “RFP #20-05 LED Streetlight Conversion Project” must be mailed or submitted by hand to Administration Department staff at the same address before the proposal deadline at 10:00AM on Monday May 25th. Until COVID-19 related restrictions are lifted, town offices are closed to the public, therefore calling ahead is required for drop offs by hand. Each package must include five (5) copies of the following two (2) items:

1. Non-pricing information about the products and services requested in line with subsequent sections of this RFP, including the mandatory proposal components found under Section 6.

2. Completed bid sheet(s) (see Attachment Item #1) of proposed unit prices sealed separately and clearly marked “Pricing.” All entries and signatures on each bid sheet must be typed or written in ink; pencil will render a submission disqualifying.

2. Background

Situated in south-central New Hampshire’s Merrimack County, the Town of Hooksett was established in 1822 and is home to approximately 14,528 residents. As of 2018, the town possesses 137 centerline miles of various roadway types illuminated by approximately 408 high-pressure sodium or metal halide street lights. Electricity service for fixtures is provided through Eversource. Community lighting has increased overtime due to impressive residential, industrial, and commercial growth, and town staff on occasion receive requests to add, remove, or adjust street lighting conditions in various parts of town. The town utilizes a public web portal GIS system powered by ESRI-GIS to help support Assessing and
Community Development efforts. Although the utility provider has a ledger of Hooksett’s municipal street lights and their general locations, the town does not possess a detailed map or map layer.

2.1 Purpose

Similar to other municipalities, Hooksett considers conversion to alternate street lighting sources an easy way to save money, lower electricity consumption, and improve lightning conditions. In accordance with that will, it’s been determined that replacing existing fixtures with LED equivalents is a simple and cost-effective option to pursue. The town is utilizing this RFP process due to the myriad of complex and diverse procurement options available, as well to find a qualified vendor that demonstrates essential knowhow and responsiveness.

2.2. Desired Outcomes for this Project

- Conduct a GIS-supported audit of the Town’s existing street light ledger
- Replace 408 HPS and Metal Halide streetlights with LED equivalents that provide industry-comparable lighting performance at superior efficiency
- Generate a new GIS-verified municipal street lighting inventory
- Support addition or removal of streetlights to cut costs or improve lighting conditions

3. Scope of Work

The Town of Hooksett requests proposals for turnkey services relating to auditing its existing municipal street light inventory and procuring and installing LED streetlight replacement equivalents. These services shall include, but are not necessarily limited to:

3.1 Project Management

a. Assuming end-to-end overall project responsibility, including oversight of subcontractors
b. Working with the Town Administrator or their designee(s) on various project components
c. Communicating with the utility provider to meet standards and ensuring asset reconciliation
d. Coordinating, if necessary, with state personnel or officials from bordering municipalities
e. Developing a project plan and expectations
f. Measuring reliability for installed equipment and providing data-supported progress reports
g. Fulfilling necessary paperwork to obtain all available rebates and savings programs
h. Presenting project details at public meetings for major milestones

3.2 Streetlight Inventory Audit and GIS Services

a. Conducting a field-verified examination of the utility provider’s ledger of the town’s streetlights
b. Creating a new streetlight inventory list that may include attribute data such as pole height, pole condition, and road width
c. Simultaneously utilizing field-based GIS technology to geo-locate every municipally administered streetlight in town and tying it to ESRI GIS compatible maps or layers
d. Noting differences between the utility provider’s streetlight ledger and the field / GIS verified inventory
e. Utilizing GIS mapping to track what LED types and configurations are to be installed where
3.3 Utility Provider Interface

a. Reconcile any differences between field-verified/audited inventory and utility provider’s ledger
b. Obtain utility provider’s approval of selected equipment, personnel conducting installations, and installation procedures.
c. Coordinate weekly reports to update the utility provider on ledger conversion and ensure converted equipment is switched from current EOL billed rate to new LED tariff
d. Facilitate all necessary aspects of rebate approval with utility and municipal liaisons

3.4 Lightning Layout

a. Ensuring illumination meet established utility provider’s and NHDOT Roadway Lightning Design manual recommended illumination standards
b. Determine appropriate optics (and shielding as needed) based on asset attributes
c. Providing recommendations for the town’s specific lighting needs such as alternate fixtures and the removal or addition of streetlights to improve lighting conditions or save money in a new LED-lit environment

3.5 Installation

a. Providing a detailed installation plan, including personnel, equipment, and standard operating procedures
b. Ensure all installing personnel have requisite licenses and certifications
c. Testing all equipment in the field to determine it meets advertised performance metrics
d. Work with local officials to confirm installation routing/safety and facilitate notifying the public of work schedules
e. Ensuring all aspects of installation conform to municipal traffic safety requirements
f. Provide “as-built” record documents of installed LED luminaires, including all applicable warranties, digital GIS data shape files, service, maintenance/operations manuals, and similar information
g. Manage on-going waste & recycling of field supplied and legacy equipment by following industry best practices, municipal, state, and federal laws, and utility provider regulations, with an eye on maximizing potential recycling and the safe and legal disposal of hazardous materials

3.6 Procurement & Resupply

a. Proposing and consenting to procure equipment types meeting the minimum requirements listed under “4. Lighting Equipment Requirements” unless alternatives are authorized by the Town Administrator via written order
b. Accumulating and organizing all necessary data relevant to equipment procured by the town, and facilitating the organized storage of items such as warranty information
c. Utilizing NHSaves LED rebate program to maximize the town’s access to cost savings
d. Guaranteeing access to replacement installed equipment and ancillary supplies throughout all applicable warranty periods
e. Facilitating procurement of equipment in the case of installations of new municipal street lights
4. **Lighting Equipment Requirements**

The Town of Hooksett currently maintains a streetlight inventory as listed under Attachment Item 2. The Town’s overall intent is to replace each fixture class with LED equivalents that the industry defines as providing comparable lighting performance. While the results of the requested street light audit may affect precise quantities and configurations, the town requires all initially proposed fixture types to meet the standards or metrics listed from 4.1 to 4.3.

4.1 **General Requirements:**

a. 10 year warranty to replace defective fixtures.

b. 1 Year warranty to include installation cost, to replace any defective fixture

c. DLC qualified (must provide proof of certification)

d. Smart Controls capable or upgradeable

e. Minimum IP65 rated, suitable for wet locations

f. 3G vibration testing (ANSI C136.31-2001).

g. 10KV surge suppression test (ANS C62.41.2).

h. Salty fog test (ASTMB117)

i. B.U.G. ratings where u=0 (zero up lighting).

j. System wattage labels on each fixture in compliance with ANSI-C136.15-2018 Luminaire Field Identification Requirements and Eversource Requirements

k. Date of manufacture clearly labeled on each fixture

l. 3,000 Kelvin Temperature

4.2 **Tested Performance**

a. Minimum lumen (lm) output: 2500LM for existing 50HPS replacement, representing the majority of existing lighting

b. Minimum efficacy: Is greater than or equal to 100 lm/watt

c. Minimum color rendering index (CRI): Greater than or equal to CRI 70

4.3 **Components and Construction**

a. Industry leading LED package components

b. Industry leading driver, door mounted (isolated from fixture)

c. Die-cast aluminum housing & door (no plastic or polymer housing or door components – powder coated standard gray finish

d. Door hinge mechanically fixed/bolted to housing

e. Mechanically locked/secured or latch tool-less entry

5. **Contract Requirements**

A typical Standard Contract is attached to this Request for Proposals as Attachment Item 3. The contractor shall provide at the time of the contract signing a Certificate of Insurance with requirements as specified in this RFP naming the Town as additional insured. Specific instructions for accepted pricing formats and insurance are listed below in 5.1 to 5.4.
5.1 Pricing

Proposed fees must be firm for Town acceptance until at least July 30th 2021. Pricing must be inclusive, clear, and concise, including such other information as requested or required. The pricing to be listed on the Bid Sheets for each unit MUST include the firm’s estimated charge for the costs of baseline services sought by the town related to the installation of 408 LED Street Light Equivalents. This should include delivery/procurement fees, guaranteeing warranty terms, installation/construction/traffic control costs beyond the included contingency amount, and those associated with GIS-supported field auditing. Alternative or additional services or equipment types may be renegotiated and implemented through a change order approved by the Town Administrator.

5.2 Traffic Control Requirements

Respondent will be responsible for providing temporary traffic control measures and equipment. The construction contingency stipulated on the bid sheet may be used for compliance with traffic control costs. Methods and application should meet all state regulations, and will be coordinated with the Hooksett Police Department. It is anticipated that Uniformed Officers will be mandatory during the most dynamic traffic conditions, amounting to conversion of an estimated 85 total lights throughout following locations: Rte 3, Rte 3A/West River Road, Rte 27/Whitehall Road, Rte 28 Bypass/Londonderry Turnpike, Rte 28/Mammoth Rd. Actual conditions may require uniformed officers at other locations, otherwise certified flaggers may be used. The Hooksett Police Department’s detail rate is currently $72.00 an hour with a $20.00 an hour cruiser fee.

5.3 Staffing

Installation procedures must all be conducted during daytime hours between 7:00AM and 4:30PM.

5.4 Insurance

The awarded vendor at their cost will be required to provide certificate of liability insurance before installation can commence naming the Town of Hooksett as additional insured. The following standard insurance shall be required:

Umbrella Insurance Coverage
Per Occurrence $1,000,000

Commercial General Liability Insurance
Each Occurrence Limit $1,000,000
General Aggregate Limit $2,000,000
Products/Completed Operations Aggregate Limit $2,000,000
Personal and Advertising Limit $1,000,000

Commercial Automobile Insurance (for Owned, Hired, and Non-owned Autos):
Bodily Injury and Property Damage Liability Combined Single Limit (Per Occurrence) $1,000,000

Workers Compensation/Employers Liability Insurance
Bodily Injury by Accident Each Accident
6. **Mandatory Proposal Components**

Proposal packages should be prepared simply and economically, providing a straightforward, concise description of the firm’s capabilities to satisfy the requirements of this request for proposals. Outside of pricing, the town doesn’t mandate precise form for most requested information, but at a minimum, the following items must be addressed in a proposal package:

6.1 A brief introductory statement signed by an authoritative officer able to commit the firm to perform all requested services. If multiple distinct entities are involved in the proposal, their involvement should be briefly described and be similarly signed by authorized officers. At a minimum, this statement should include:
   a. Succinct history of the firm that includes number of years in service
   b. Acknowledgement that the main respondent is willing and capable to provide all proposed equipment and described services, as well as adhere to mandatory contract award requirements and addendum instructions
   c. Summary of technical / administrative capabilities relevant to completing the described project

6.2 A simple listing of the firm’s ownership structure, location of home offices, and mailing addresses for relevant branch offices and any participating entities.

6.3 Organizational chart or listing for the team to directly manage and execute the contract, including the contact information (phone, e-mail, and business mailing address) for each team member.

6.4 Resumes or listing of qualifications for key personnel.

6.5 List of at least 3 comparable projects completed by the proposing entity that includes contact information (e-mail and phone) for referrals.

6.6 Statement of financial performance, including answering the following: Has the company been in bankruptcy, reorganization, or receivership in the last five years? If so, please explain under what circumstances this occurred.

6.7 Firm’s proposed approach to managing the project and delivering requested services, specifically:
   a. Methodology for conducting the desired audit
   b. Methodology for procurement of proposed equipment
   c. Methodology for installation of proposed equipment (including an example or tentatively proposed project plan that features a clear, realistic project start and finish date).
   d. What the firm is capable of with regards to GIS supported installation / auditing.
   e. Proposed method for handling NHSaves product rebates and other potential incentives.

6.8 Proposed LED equivalents to replace streetlight classes listed within the town’s current ledger (Attachment Item 2). Should include:
a. A simple listing of LED products proposed to replace each existing HPS or MH fixture type
b. Technical information for each LED proposed that lists, at a minimum, warranty terms and all the standards and tested performance categories corresponding to those listed in Section 4.
c. Technical details about ancillary equipment such as shielding or comparable alternative housing.

6.9 Any additional information or deliverables that fall under the scope of this proposal that the firm feels would help make a determination. For example, estimated simple payback time and rebate incentive totals if the firm proposes an additional, complimentary service believed to extend beyond the scope of services here, it should be listed here and clearly identified as such.

6.10 Completed bid sheet(s) for the proposed equipment types. These copies MUST be sealed separately from non-price (technical) components and labeled “Pricing”. The respondent MAY propose as many as 2 additional LED types for each class listed on the bid sheet with different specifications or styles so long as they meet the minimum requirements listed under Section 4. Alternatives should be listed on separate completed bid sheets and have their technical details listed in the same matter as in component 6.8. The contingency amount should be considered a single, static figure for whatever option is ultimately accepted.

7. Criteria for Reviewing Proposals and Award Process

A team of reviewing officials will first read over all non-price (technical) proposal components received, and evaluate each based on how advantageous they are to the town’s interests. Vendor qualifications, including demonstrated administrative knowledge, past experience, technical expertise, financial responsibility, and quality of references will be considered, as will be the merits of proposed products, deliverables, project plans, and service methodologies. Proposed work schedules will be evaluated separately, with project milestones completed sooner weighed more advantageous than those completed later. Interviews may be requested for added detail.

After non-price components are evaluated, the separately sealed pricing information for proposals deemed overall to be advantageous or highly advantageous to the town’s interest will be opened. Pricing will then be weighed against the non-pricing details, and reviewing officials will select the overall most advantageous proposal. Said proposal will then be recommended for acceptance by Town Council at their soonest regular meeting. Pending acceptance, the Town Administrator will then negotiate final contract terms.

8. COVID-19 Special Considerations

The Town of Hooksett understands the potential impact the COVID-19 pandemic may have on interested firms. Respondents are asked to be communicative and provide proposals that are realistic and flexible in the face of new or ongoing challenges. Officials will in turn evaluate all proposals in good faith with regards to these impacts, and will be as flexible as is reasonable during the course of the project.

As a reminder, Hooksett’s Town Hall is currently closed to the public. Respondents are encouraged to follow www.hooksett.org and the State of New Hampshire to keep current on regulatory details related to the epidemic. Digital, telephonic, and postal correspondence is encouraged. In the event of changes to regulatory impacts, the town will issue instructional addendums.
Attachment Item 1

Pricing Sheet
**Town of Hooksett - Bid Sheet of Unit Prices**

Please list the name of the specific product proposed for each item below. If the proposal utilizes specific identification or serial numbers, please include those as well in the space provided. Minimum technical information for **ALL** proposed products should be included in the non-price proposal material.

<table>
<thead>
<tr>
<th>Item 1:</th>
<th>Item 2:</th>
<th>Item 3:</th>
<th>Item 4:</th>
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<tbody>
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**ITEM** | **Unit - Description** | **Quantity** | **UNIT BID PRICE DESCRIPTION** | **UNIT BID PRICE** | **TOTAL (Unit $ X Est. Quant)** |
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<tbody>
<tr>
<td>1</td>
<td>Each - 50HPS Cobra Fixture furnishing and installation</td>
<td>257</td>
<td></td>
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<tr>
<td>2</td>
<td>Each - 70HPS Cobra Fixture furnishing and installation</td>
<td>56</td>
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<tr>
<td>3</td>
<td>Each - 100HPS Cobra Fixture furnishing and installation</td>
<td>28</td>
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<td>4</td>
<td>Each - 150HPS Cobra Fixture furnishing and installation</td>
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<tr>
<td>5</td>
<td>Each - 250HPS Cobra Fixture furnishing and installation</td>
<td>12</td>
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<td>6</td>
<td>Each - 175MH Cobra furnishing and installation</td>
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<td>8</td>
<td>Each - 100MH Cobra Fixture furnishing and installation</td>
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<td>9</td>
<td>L.S. Construction Contingency Allowance (as ordered by Town)</td>
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<td>Six Thousand Five Hundred ----------------- Dollars and cents</td>
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**Total Bid Amount (written in words)**

Submitted by (Signed): ___________________________ Date: __________
Printed name / Job title: ___________________________
E-mail / Phone Number: ___________________________

**Bidder Notes:** Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur. All work included in this bid is dependent upon the bid amounts and available funding. Actual quantities and configurations are subject to change and will be based upon actual field measurements taken during construction.

Town of Hooksett – 20-05 LED Street Light Conversion Project
Attachment Item 2

Current Municipal Street Light Summary
### Municipal Lighting Inventory

#### MUNICIPAL STREET LIGHTING INVENTORY
DISTRICT 11 TOWN 30   HOOKSETT (TOWN OF)-EOL   8000958-01

#### SUMMARY

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<td>173</td>
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<td>188</td>
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**Totals** 408
Attachment Item 3

Sample Contract
TOWN OF HOOKSETT and CONTRACTOR AGREEMENT

Re: Hooksett Project: 20-05 LED Street Lighting Conversion Project

THIS CONTRACT AGREEMENT is made and entered into at Hooksett, NH on the __ day of ____________, 2020 by and between the Town of Hooksett, NH hereinafter designated TOWN, and ________________ herein after designated CONTRACTOR, as follows:

1. SCOPE OF WORK. CONSULTANT agrees to furnish professional services to prepare preliminary design services, final design services and bidding services necessary for performance of the following portion of the work described in the Contract titled "Bid #20-05 Hooksett LED STREET LIGHTING CONVERSION PROJECT" between TOWN and the CONTRACTOR.

2. SPECIAL CONDITIONS:

3. SCHEDULING. Time is of the essence of this Contract. CONTRACTOR shall start and complete its work under this Contract in accordance with the agreed upon proposed Schedule, where the first 100 lights will be installed/converted by _______ and the entire project will be completed by _______. CONTRACTOR shall reimburse TOWN for any costs accumulated or penalties levied against TOWN due to the negligence or non-performance of the CONTRACTOR, and such costs or penalties may be deducted from the amount due to CONTRACTOR under this Contract.

4. TAXES, INSURANCE, PERMITS AND LICENSES. CONTRACTOR shall take out and pay for Workers’ Compensation insurance as required by the State of New Hampshire. CONTRACTOR shall pay all sales taxes, excise taxes, old age benefit and unemployment compensation taxes on labor and material furnished under this Contract. CONTRACTOR shall obtain and comply with any permits or licenses necessary for the performance of its work under this Contract.

5. PRICE AND PAYMENT. TOWN shall pay CONTRACTOR for its performance of this Contract in accordance with the proposed scope of work as outlined for the sum of $__________, and shall take the entire project on completion. No payments other than on or about the 15th of each month unless expressly provided for here.

6. EXTRA WORK. No claims for extra work beyond the scope of this Contract will be honored unless first authorized in writing by TOWN prior to the performance of any such extra work.

7. GUARANTY. The CONTRACTOR hereby provides a twelve (12) month guaranty to TOWN with respect to CONTRACTOR’s work under this Contract after the date of final acceptance by the TOWN.

8. DEFAULTS AND TERMINATION. In the event CONTRACTOR interferes with the general progress of the general contract by negligence or delay, or CONTRACTOR abandons this contract or fails or refuses to complete the project required under the terms of this Contract, the TOWN may at its election terminate the contract. The CONTRACTOR agrees to reimburse the TOWN for any loss sustained thereby.

9. INDEMNITY. To the fullest extent of the law, CONTRACTOR agrees to defend, indemnify, and hold TOWN harmless and, if requested by TOWN, their CONTRACTORS, agents and employees or any of them, from and against any and all claims, suits, losses or liability, including attorney’s fees and litigation expenses, for or on account of injury to or death of persons, including CONTRACTOR’s employees, CONTRACTOR’s Subcontractors or their employees, or damage to or destruction of property, or any bond obtained for same, as a result of contractors operations or completed operations, or by the operations of those acting on behalf of contractor. CONTRACTOR’s indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

10. ASSIGNMENT. CONTRACTOR may not assign this Contract.

11. SAFETY: CONTRACTOR acknowledges and represents that he/she has made an on-site inspection of the Premises and the work area so as to be familiar with all conditions, which may affect the safety and health of its employees as well as those of its subcontractors. CONTRACTOR and all of its employees shall follow all applicable safety and health laws and requirements pertaining to its work and the conduct thereof, but not limited to, compliance and all applicable laws, ordinances, rules, regulations, and orders issued by a public authority, whether federal, state or local, including OSHA and any safety measures required by TOWN. TOWN reserves the right, but not the obligation, to inspect the safety work performance of CONTRACTOR is to ascertain their compliance with these applicable safety provisions. Notwithstanding the forgoing, CONTRACTOR, as an independent contractor, is solely responsibility for controlling the manner and means by which it performs the Work pursuant to this Agreement. Unless otherwise agreed to by the parties in writing, CONTRACTOR shall provide all safety equipment, materials, tools and personal protection equipment necessary to perform the work in a safe, healthful and workmanlike manner. CONTRACTOR shall immediately report to the TOWN all accidents, occupational injuries, and illness involving its employees or those of its subcontractors, relating to the Work of which cause any injury to a third party or which cause damage to the property of TOWN or a third party. CONTRACTOR shall promptly furnish to TOWN copies of any worker’s compensation report of injury or illness forms filed by any of its employees or those of its subcontractors and when requested, assist TOWN in any investigation it may conduct of any such accident, injury or illness. CONTRACTOR shall give prompt written notice to the TOWN of any accident involving bodily injury requiring a physician’s care, any property damage exceeding Five Hundred Dollars ($500) in value, or any failure that could result in serious bodily injury, whether or not such an injury was sustained.

12. INSURANCE AND LICENSE INFO:

Town of Hooksett – 20-05 LED Street Light Conversion Project
Prior to starting work the CONTRACTOR shall provide a Certificate of Insurance confirming acceptable terms and limits of insurance (see below). This Certificate of Insurance will confirm that the TOWN is named as an Additional Insured on the CONTRACTOR’s Comprehensive General Liability Insurance policy. The CONTRACTOR’s policies must contain standard contractual liability insurance coverage as respects to contract agreements. The policy shall include “Continued Products and Completed Coverage” to remain in force for 2 years following completion of the construction.

The CONTRACTOR shall sign the Contract Insurance Requirements form with the Town. Insurance coverage and limits required by the CONTRACTOR are as follows:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Umbrella Insurance Coverage</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Commercial General Liability Insurance</td>
<td></td>
</tr>
<tr>
<td>Each Occurrence Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Aggregate Limit</td>
<td>$2,000,000</td>
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<tr>
<td>Products/Completed Operations</td>
<td>$2,000,000</td>
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<td>Personal and Advertising Limit</td>
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<td>Workers Compensation/Employers</td>
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<tr>
<td>Bodily Injury by Accident</td>
<td>$500,000</td>
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<tr>
<td>Bodily Injury by Disease</td>
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<td>$500,000</td>
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<tr>
<td>Bodily Injury by Disease</td>
<td>$500,000</td>
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<tr>
<td>Commercial Automobile Insurance</td>
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<tr>
<td>Bodily Injury by Accident</td>
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<tr>
<td>Bodily Injury by Disease</td>
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<tr>
<td>Bodily Injury by Disease</td>
<td></td>
</tr>
<tr>
<td>Commercial Automobile Insurance</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury and Property Damage</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Combined Single Limit</td>
<td></td>
</tr>
</tbody>
</table>

The CONTRACTOR shall also provide a copy of its current NEW HAMPSHIRE CONTRACTOR’s License; and Federal Id # (if a Corporation or Partnership) or Social Security # (if a sole proprietor).

12. PAYMENT TERMS: Application for Payment shall be submitted by the 30th of each month in order to facilitate payment on or about the 10th of the following month. Any payments due under this contract shall be subject to TOWN’s receipt of all requirements in Paragraphs #’s 5 and 12. No payment shall be made unless TOWN is in receipt of same, or if TOWN should receive notice of cancellation of any required coverage. No faxed invoices will be accepted.

The CONTRACTOR shall provide a Release of Lien stating that payment to all subcontractors/vendors/suppliers have been paid in full prior to the TOWN releasing the final payment.

13. WORK TIME FRAMES: The CONTRACTOR shall provide a detailed schedule of the proposed work. Construction work to be started by _____________, 2020 and shall be completed by June 30th, 2021. Work shall be performed Monday to Friday, 7 am to 4:30 pm only, excluding holidays. Note: work prior to 7:00 am will not be permitted. Weekend work shall not be permitted.

14. ATTORNEY FEES: In the event that any suit or action is commenced by either party to enforce the terms or conditions of the Agreement, or for damages arising from breach of the Agreement, the prevailing party in such a suit or action shall be entitled to its reasonable attorney’s fees, including fees incurred in investigating the basis for such an action or the grounds of a defense, prosecuting or defending such an action and enforcing any judgment rendered in such an action. A prevailing party under this provision will also be entitled to recover its costs and disbursements in bringing or defending such an action.

This Contract is accepted:

CONTRACTOR: ____________________________________________

By: ____________________________________________

Title: ______________________ Date: ______________________

Address: ____________________________________________

Telephone: __________________ Fax#: __________________ Mobil#: __________________

Town of Hooksett, NH, 35 Main Street 03106

By: ____________________________________________

Title: André Garron, Town Administrator Date: __________________
CONTRACT INSURANCE REQUIREMENTS FOR THE TOWN OF HOOKSETT, NH:

1. The Consultant shall maintain insurance coverage in the following amounts on an ISO Occurrence Form or equivalent during the duration of this contract or any other subcontracts this year.

   **Umbrella Insurance Coverage**
   
<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Occurrence</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

   **Commercial General Liability Insurance**
   
<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Aggregate Limit</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations Aggregate Limit</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Limit</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

   **Commercial Automobile Insurance (for Owned, Hired, and Non-owned Autos):**
   
<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury and Property Damage Liability</td>
<td></td>
</tr>
<tr>
<td>Combined Single Limit (Per Occurrence)</td>
<td>$ 1,000,000</td>
</tr>
</tbody>
</table>

   **Workers Compensation/Employers Liability Insurance**
   
<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury by Accident Each Accident (Coverage B – Employer’s Liability)</td>
<td>$500,000</td>
</tr>
<tr>
<td>Bodily Injury by Disease Aggregate Limit</td>
<td>$500,000</td>
</tr>
<tr>
<td>Bodily Injury by Disease- Each Employee (Coverage A – Statutory)</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

2. Additionally, the Consultant shall carry, at his sole expense, all risk insurance for the full insurable value for damage or loss of personal property of contractor or under the control of or in the possession of contractor, including but not limited to materials, equipment, tools, supplies, scaffolding, and machinery.

3. Certificates of insurance shall be filed with the Consultant prior to the commencement of any work at the project location. The contractor’s insurance policies under this provision must name the Town of Hooksett (TOWN) as an additional insured and must provide that such policies cannot be modified, cancelled or not renewed with less than thirty (30) days’ notice of such action by mail to the TOWN.

4. Failure to maintain adequate insurance coverage shall be deemed to be a material breach of this Contract and the TOWN shall be entitled to withhold any and all further payments claimed to be due or owing pursuant to this contract.

5. Consultant’s general liability insurance policy shall provide that it affords primary insurance and that the insurance company’s liability shall not be reduced by the existence of other insurance carried by the Consultant applicable to the loss.
Certificates for the contractor’s general liability coverage shall be written on an “occurrence” basis.

6. To the fullest extent permitted by law, the Consultant hereby acknowledges and agrees that it shall defend, indemnify and hold harmless the TOWN and any of its officers, directors, employees, agents, affiliates, subsidiaries, and partners from and against all claims, damages, judgments liability, losses and expenses, including attorney’s fees arising out of or resulting from, in whole or in part, any act or omission of the Consultant, its employees, agents, and subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, provided that any such claim, damage, judgment liability, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than services itself) including loss of use.

7. INCLUDE ON CERTIFICATE OF INSURANCE UNDER “DESCRIPTION OF OPERATIONS”:

Town of Hooksett, New Hampshire, 35 Main Street 03106 is included as an additional insured on the General Liability Policy for various work throughout the policy term.

Signed and entered by duly authorized representatives of Town of Hooksett and Contractor as of the date first written.

_________________________________________  _______________________________________
Signature of Town of Hooksett’s authorized representative  Signature of Contractor’s authorized representative

André Garron  _______________________________________
Name (print or type)  Name (print or type)

Town Administrator/ (603)-485-8472  Title/Telephone number

END