

- 1. PRESIDENT BRIAN S. McCARTHY CALLS ASSEMBLY TO ORDER
- 2. PRAYER OFFERED BY CITY CLERK PATRICIA PIECUCH
- 3. PLEDGE TO THE FLAG LED BY ALDERWOMAN MARY ANN MELIZZI-GOLJA
- 4. ROLL CALL
- 5. REMARKS BY THE MAYOR
- 6. RESPONSE TO REMARKS OF THE MAYOR
- 7. RECOGNITIONS
- 8. READING OF MINUTES OF PREVIOUS MEETINGS AND PUBLIC HEARING

Special Board of Aldermen Meeting with Nashua Delegation 05/05/16
 Board of Aldermen..... 05/10/16

9. COMMUNICATIONS

From: Mayor Jim Donchess
 Re: LED Street Light Conversion Project

From: Mayor Jim Donchess
 Re: Approval of Contracts for Administrative Services to Anthem BlueCross and Blue Shield, Harvard Pilgrim Healthcare and The Hartford

PERIOD FOR PUBLIC COMMENT RELATIVE TO ITEMS EXPECTED TO BE ACTED UPON THIS EVENING

- 10. PETITIONS
- 11. NOMINATIONS, APPOINTMENTS AND ELECTIONS
- 12. REPORTS OF COMMITTEE

Budget Review Committee 05/16/16
 Budget Review Committee 05/18/16
 Finance Committee 05/18/16
 Human Affairs Committee..... 05/09/16
 Planning & Economic Development Committee..... 05/03/16

- 13. WRITTEN REPORTS FROM LIAISONS
- 14. CONFIRMATION OF MAYOR'S APPOINTMENTS

Conservation Commission

William S. Parker (New Appointment)
 1 Rockland Street
 Nashua, NH 03064
 • Tabled until 6/14/16

For a Term to Expire: December 31, 2018

UNFINISHED BUSINESS – RESOLUTIONS

R-16-015

Endorsers: Mayor Jim Donchess
Alderman Ken Siegel
Alderman-at-Large Brian S. McCarthy
Alderman-at-Large Lori Wilshire
Alderman Richard A. Dowd
Alderman June M. Caron
Alderman-at-Large Michael B. O'Brien, Sr.

ESTABLISHING AN EXPENDABLE TRUST FUND FOR STATE EMPLOYER PENSION COSTS AND APPROPRIATING \$2,230,000 FROM FUND BALANCE ASSIGNED FOR THIS PURPOSE INTO THE EXPENDABLE TRUST FUND

- Re-referred to Committee – 4/26/16; Budget Review Committee Recommends: Final Passage as Amended

R-16-027

Endorsers: Mayor Jim Donchess
Alderman-at-Large Lori Wilshire
Alderwoman Mary Ann Melizzi-Golja
Alderman June M. Caron
Alderman Richard A. Dowd

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF \$11,822 FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY AND THE STATE OF NEW HAMPSHIRE DEPARTMENT OF SAFETY INTO EMERGENCY MANAGEMENT GRANT ACTIVITY “2016 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)”

- Human Affairs Committee Recommends: Final Passage

UNFINISHED BUSINESS – ORDINANCES

O-16-011

Endorsers: Alderman Don LeBrun
Alderman Ken Siegel
Alderman David Schoneman
Alderman Tom Lopez

ADOPTING PROVISIONS FOR REDUCED TAXATION FOR CERTAIN CHARTERED PUBLIC SCHOOL FACILITIES

- Tabled at Full Board Level – 5/10/16

NEW BUSINESS – RESOLUTIONS

R-16-035

Endorser: Mayor Jim Donchess
RELATIVE TO THE RESCINDING OF AUTHORIZED UNISSUED DEBT

R-16-036

Endorser: Mayor Jim Donchess
UPDATING THE FINANCIAL STANDARDS FOR THE CITY'S WELFARE GUIDELINES

R-16-037

Endorser: Alderman Richard A. Dowd
AUTHORIZING THE TRANSFER OF UP TO \$1,146,336 FROM THE SCHOOL CAPITAL RESERVE FUND INTO CAPITAL PROJECT ACTIVITY “SCHOOL HVAC IMPROVEMENTS” FOR THE PURPOSE OF IMPROVING HVAC SYSTEMS AT VARIOUS SCHOOLS

R-16-038

Endorser: Mayor Jim Donchess

AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDMENT TO THE RAILROAD AGREEMENT WITH THE STATE OF NEW HAMPSHIRE AND PAN AM RAILWAYS FOR THE PURPOSE OF REPLACING A RAILWAY HIGHWAY CROSSING ON EAST HOLLIS STREET

NEW BUSINESS – ORDINANCES

PERIOD FOR GENERAL PUBLIC COMMENT

REMARKS BY THE MEMBERS OF THE BOARD OF ALDERMEN

Committee announcements:

ADJOURNMENT



RESOLUTION

ESTABLISHING AN EXPENDABLE TRUST FUND FOR STATE EMPLOYER PENSION COSTS AND APPROPRIATING \$350,000 FROM FUND BALANCE ASSIGNED FOR THIS PURPOSE INTO THE EXPENDABLE TRUST FUND

CITY OF NASHUA

In the Year Two Thousand and Sixteen

RESOLVED by the Board of Aldermen of the City of Nashua that pursuant to NH RSA 31:19-a, the City of Nashua hereby establishes an expendable trust fund for the purpose of funding the city's employer contributions to the New Hampshire Retirement System. This is established to fund pension costs in excess of yearly budgeted pension costs appropriations. Funds may be expended or transferred from this fund for this purpose by the Financial Services Division. Any balance remaining in this expendable trust fund at each fiscal year end will not lapse or be closed out to the General Fund, but will remain in this expendable trust fund. This expendable trust fund will be discontinued on June 30, 2019. At the time the fund is discontinued, any remaining balance shall be transferred into the General Fund.

FURTHERMORE, BE IT RESOLVED by the Board of Aldermen of the City of Nashua that \$350,000 is appropriated from fund balance assigned for this purpose into this expendable trust fund.

As this is a resolution which supplements the FY2016 Adopted Budget, the following information is provided pursuant to NRO § 5-145, E:

Currently, the accumulated sum of all appropriations of the FY2016 combined annual municipal budget is \$260,536,617. The FY2016 dollar amount under the limit established by City Charter Section 56-c is \$40,276

If this resolution passes, the accumulated sum of all appropriations of the FY2016 combined annual municipal budget will be \$260,886,617. The FY2016 dollar amount over the limit established by City Charter Section 56-c would be \$309,724.

THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Nashua that under the authority of the City of Nashua Charter Section 56-d, the amount of \$350,000 representing certain principal and interest on municipal bonds included in the FY2016 Adopted Budget is exempt from the budget limitation imposed by City Charter Section 56-c, resulting in the FY2016 dollar amount under the limit of \$40,276.

Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen

From: Jim Donchess

Date: 5/19/16

Re: LED Street Light Conversion Project

Pursuant to NRO § 5-90 (E) which states that approval by the Finance Committee of a contract award in excess of \$1,000,000 shall be submitted to the full Board of Aldermen at its next regularly scheduled meeting for final approval prior to award of the contract, please consider the following. The Finance Committee approved the purchase of the below referenced contract at their May 18, 2016 meeting. I request the Board of Aldermen's concurrence and approval for this purchase.

LED Street Light Conversion Project – Attached please find Purchasing Manager's Memo # 16-136 regarding this contract.



THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

April 28, 2016
Memo #16-136

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: LED STREET LIGHT CONVERSION PROJECT (VALUE: \$1,455,694)
DEPARTMENT: 161 STREET; FUND: BOND
ACTIVITY: LED LIGHTING

Please see the attached communication from Stephen Dookran, P.E., City Engineer for the information related to this purchase.

Pursuant to **§ 5-78 Major purchases (greater than \$10,000)** A. All supplies and contractual services, except as otherwise provided herein, when the estimated cost thereof shall exceed \$10,000 shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting bids.

The City Engineer and the Purchasing Department recommend the award of this contract in an amount of \$1,455,694 to **Siemens Industry, Inc. of Austin, TX**. This award is contingent upon BPW approval at their next meeting scheduled for 5/5/16.

Respectfully,

Dan Kookan
Purchasing Manager

Cc: S Dookran L Fauteux



STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

This agreement is made:

BETWEEN the OWNER: **City of Nashua, New Hampshire**
229 Main Street
Nashua, NH 03060

And the CONTRACTOR: **Siemens Industry, Inc. Intelligent Traffic Systems**
9225 Bee Cave Road
Building B, Suite 101
Austin, TX 78733
and its successors, transferees and assignees (together
"CONTRACTOR")

For the following Project: **LED Street Lighting Conversion Project**
RFP0609-031116

ARTICLE 1 – THE CONTRACT DOCUMENTS

The CONTRACTOR shall complete the work described in the Contract Documents for this project. The documents consist of:

1. This Agreement signed by the OWNER and CONTRACTOR, including the General Terms and Conditions;
2. RFP0609-031116, **issued February 4, 2016** and Addendum #1, **issued March 4, 2016**;
3. Siemens Industry, Inc. Proposal **dated March 11, 2016**;
4. Payment and Performance Bonds;
5. Insurance Certificate;
6. Written change orders for minor changes in the Work issued after execution of this Agreement; and
7. Fully Executed OWNER Purchase Order

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, proposals, representations or agreements, either written or oral. Any other documents which are not listed in this Article are not part of the Contract.

In the event of a conflict between the terms of the Proposals and the terms of this Agreement, a written change order and/or fully executed Owner Purchase Order, the terms of this Agreement, the written change order or the fully executed Owner Purchase Order shall control over the terms of the Proposals

ARTICLE 2 – PERIOD OF PERFORMANCE

The CONTRACTOR shall perform and complete all work within the time periods set forth. The time periods may only be altered by the parties by a written agreement to extend the period of performance or by termination in accordance with the terms of the contract. The CONTRACTOR shall begin performance upon receipt of an Executed Contract, a valid Purchase Order issued from the OWNER, and a Notice to Proceed.

ARTICLE 3 - CONTRACT TIMES

3.01 Time of the Essence

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 Date of Final Completion

The Work will be completed within 180 Calendar Days from Notice to Proceed.

3.03 Liquidated Damages

If CONTRACTOR breaches their obligation to install product within 180 calendar days of Notice to Proceed, CONTRACTOR shall pay OWNER \$0.20 per calendar day per fixture for each day of delay as liquidated damages. Should CONTRACTOR fail to make such payment, the OWNER may reduce further applications for payment on a dollar for dollar basis commensurate with damages incurred to date. Liquidated damages shall be capped at \$400,000.

The parties agree that quantifying losses arising from CONTRACTOR's delay in inherently difficult, and further stipulate that the agreed upon sum is not a penalty, but rather a reasonable measure of damages, based upon the parties' knowledge of anticipated savings resulting from fixture conversion.

This provision shall apply in the event of concurrent delay or delay caused by a third party.

Furthermore, should CONTRACTOR complete installation of product sooner than 150 calendar days from date of Notice to Proceed, they will be entitled to an early completion bonus equal to \$0.10 per calendar day per fixture installed complete, for every day between the completion date (as recognized by Eversource and reflected in the OWNER's billing statement) and 180 calendar days from date of Notice to Proceed. Such bonus will be recognized via change order executed by both parties. Early bonus incentive shall be capped at \$50,000.

ARTICLE 4 – CONTRACT SUM

Subject to additions and deductions by Change Order, the OWNER shall pay CONTRACTOR, in accordance with the Contract Documents, the Contract Sum of:

One Million Four Hundred Fifty-Five Thousand Six Hundred Ninety-Four & 00/100 Dollars
(\$1,455,694.00)

The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 5 – INSURANCE AND INDEMNIFICATION

CONTRACTOR shall carry and maintain in effect during the performance of services under this contract:

- General liability insurance in the amount of \$1,000,000 per occurrence; \$2,000,000 aggregate;
- Motor Vehicle Liability: \$1,000,000 Combined Single Limit;
***Coverage must include all owned, non-owned and hired vehicles.**
- Workers' Compensation Coverage in compliance with the State of NH Statutes, \$100,000/\$500,000/\$100,000.

CONTRACTOR and SUBCONTRACTORS at every tier will fully comply with NH RSA Chapter 281-A, "Workers' Compensation".

The parties agree that CONTRACTOR shall have the status of and shall perform all work under this contract as an independent CONTRACTOR, maintaining control over all its consultants, sub consultants, CONTRACTORS, or SUBCONTRACTORS. The only contractual relationship created by this contract is between the OWNER and CONTRACTOR, and nothing in this contract shall create any contractual relationship between the OWNER and CONTRACTOR's consultants, sub consultants, CONTRACTORS, or SUBCONTRACTORS. The parties also agree that CONTRACTOR is not an OWNER employee and that there shall be no:

1. Withholding of income taxes by the City;
2. Industrial insurance coverage provided by the City;
3. Participation in group insurance plans which may be available to employees of the City;
4. Participation or contributions by either the independent CONTRACTOR or the OWNER to the public employee's retirement system;
5. Accumulation of vacation leave or sick leave provided by the City;
6. Unemployment compensation coverage provided by the City.

CONTRACTOR will provide the OWNER with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within ten calendar days after the OWNER issues the Notice of Award. The OWNER requires thirty days written notice of cancellation or material change in coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. **General Liability and Auto Liability policies must name the OWNER as an additional insured** and reflect on the certificate of insurance. CONTRACTOR is responsible for filing updated certificates of insurance with the OWNER's Risk Management Department during the life of the contract.

- All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
- If aggregate limits of less than \$2,000,000 are imposed on bodily injury and property damage, CONTRACTOR must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.

- The specified insurance requirements do not relieve CONTRACTOR of its responsibilities or limit the amount of its liability to the OWNER or other persons, and CONTRACTOR is encouraged to purchase such additional insurance, as it deems necessary.
- The insurance provided herein is primary, and no insurance held or owned by the OWNER shall be called upon to contribute to a loss.
- CONTRACTOR is responsible for and required to remedy all damage or loss to any property, including property of the City, caused in whole or part by CONTRACTOR or anyone employed, directed, or supervised by CONTRACTOR.

Regardless of any coverage provided by any insurance, CONTRACTOR agrees to indemnify and shall defend and hold harmless the City, its agents, officials, employees and authorized representatives and their employees from and against any and all suits, causes of action, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of any kind or nature in any manner caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of CONTRACTOR or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. CONTRACTOR's indemnity, defense and hold harmless obligations, or portions thereof, shall not apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

General Terms and Conditions

ARTICLE 6 – GENERAL PROVISIONS

1. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification.
2. The term “Work” means the construction and services required by the Contract Documents, and include all other labor, materials, equipment and services provided by the CONTRACTOR to fulfill the CONTRACTOR’s obligations.
3. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the CONTRACTOR. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.
4. In the case of a discrepancy, calculated dimensions will govern over scaled dimensions, Contract Drawings will govern over Standard Specifications, and Technical Specifications will govern over both Contract Drawings and Standard Specifications. In the case of a discrepancy between the Agreement and other Contract Documents, the more specific or stringent obligation or requirement to the benefit of the OWNER shall take precedence.
5. The CONTRACTOR shall take no advantage of any apparent error or omission in the Contract Drawings or Technical Specifications, and the Engineer will be permitted to make such corrections and interpretations as may be deemed necessary to fulfill the intent of the Contract Documents.

ARTICLE 7 – OWNER

1. Except for permits and fees, which are the responsibility of the CONTRACTOR under the Contract Documents, the OWNER shall obtain and pay for other necessary approvals, easements, assessments and charges.
2. If the CONTRACTOR fails to correct Work that is not in accordance with the Contract Documents, the OWNER may direct the CONTRACTOR in writing to stop the Work until the correction is made.
3. If the CONTRACTOR defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the OWNER to correct such default or neglect with diligence and promptness, the OWNER may, without prejudice to other remedies, correct such deficiencies. In such case, a Change Order shall be issued deducting the cost of correction from payments due the CONTRACTOR.
4. The OWNER reserves the right to perform construction or operations related to the project with the OWNER’s own forces, and to award separate contracts in connection with other portions of the project.
5. The CONTRACTOR shall coordinate and cooperate with separate CONTRACTORs employed by the OWNER.
6. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 8 – CONTRACTOR

1. Execution of the Contract by the CONTRACTOR is a representation that the CONTRACTOR has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
2. The CONTRACTOR shall carefully study and compare the Contract Documents with each other and with information furnished by the OWNER. Before commencing activities, the CONTRACTOR shall: (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the CONTRACTOR with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the OWNER.
3. Within ten (10) days of notification of award, and prior to commencement of work, the CONTRACTOR shall obtain and forward to OWNER a Performance Bond and a Payment Bond representing 100% of the contract work
4. The CONTRACTOR shall supervise and direct the Work, using the CONTRACTOR's best skill and attention. The CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.
5. The CONTRACTOR, as soon as practicable after award of the Contract, shall furnish in writing to the OWNER the names of SUBCONTRACTORS or suppliers for each portion of the Work. The OWNER will promptly reply to the CONTRACTOR in writing if, after due investigation, he has reasonable objection to the SUBCONTRACTORS or suppliers listed.
6. Unless otherwise provided in the Contract Documents, the CONTRACTOR shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work.
7. The CONTRACTOR shall deliver, handle, store and install materials in accordance with manufacturers' instructions.
8. The CONTRACTOR warrants to the OWNER that (1) materials and equipment furnished under the contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.
9. The CONTRACTOR shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.
10. The CONTRACTOR shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.
11. The CONTRACTOR shall comply with and give notices required by agencies having jurisdiction over the Work. If the CONTRACTOR performs Work knowing it to be contrary to laws, statutes, ordinances building codes, and rules and regulations without notice to the OWNER, the CONTRACTOR shall assume full responsibility for such Work and shall bear the attributable costs. The CONTRACTOR shall promptly notify the OWNER in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.
12. The CONTRACTOR shall promptly review, approve in writing and submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.
13. The CONTRACTOR shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the OWNER.

14. The CONTRACTOR shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.
15. The CONTRACTOR shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work.
16. CONTRACTOR warrants and guarantees to OWNER, **for 1(one) year**, upon completion of work, that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:
 - Abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, SUBCONTRACTORS, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or
 - Normal wear and tear under normal usage.

ARTICLE 9 – CHANGES IN THE WORK

1. After execution of the Contract, changes in the Work may be accomplished by Change Order or by order for a minor change in the Work. The OWNER, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
2. A Change Order shall be a written order to the CONTRACTOR signed by the OWNER to change the Work, Contract Sum or Contract Time.
3. Change Order requests must include material and equipment cost plus labor with a profit margin of no more than 10%. Change Orders may require approval by the OWNER Finance Committee vote prior to proceeding.
4. The OWNER will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be written orders and shall be binding on the OWNER and CONTRACTOR. The CONTRACTOR shall carry out such written orders promptly.
5. If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment following authorization of the OWNER to the charges.

ARTICLE 10 – TIME

1. Time limits stated in the Contract Documents are of the essence to the Contract.
2. If the CONTRACTOR is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the CONTRACTOR's control, the Contract Time shall be extended by Change Order for such reasonable time as may be determined.

ARTICLE 11 – PAYMENTS AND COMPLETION

1. The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the OWNER to the CONTRACTOR for performance of the Work under the Contract Documents.
2. Once every **thirty (30) days**, the CONTRACTOR shall submit an itemized Application for Payment for operations completed in accordance with the values stated in the Agreement.

Such application shall be supported by such data substantiating the CONTRACTOR's right to payment as the OWNER may reasonably require.

3. Application for Payment performed under this agreement shall be submitted directly to:

City of Nashua
Accounts Payable
PO Box 2019
Nashua, NH 03061-2019
Attn:

To facilitate the proper and timely payment of applications, the OWNER requires that all applications contain a valid **PURCHASE ORDER NUMBER**.

4. The CONTRACTOR warrants that title to all Work covered by an Application for Payment will pass to the OWNER no later than the time of payment. The CONTRACTOR further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the OWNER shall, to the best of the CONTRACTOR's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the OWNER's interests.
5. OWNER shall make payments, for work satisfactorily completed and accurately invoiced, on the basis of CONTRACTORs Application for Payment, within **30** days of approval by the OWNER.
6. The CONTRACTOR shall promptly pay each SUBCONTRACTOR and material supplier out of the amount paid to the CONTRACTOR on account of such entities' portion of the Work.
7. The OWNER shall have no responsibility for the payment of money to a SUBCONTRACTOR or material supplier.
8. An Application for Payment, a progress payment, or partial or entire use or occupancy of the project by the OWNER shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.
9. Substantial completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the OWNER can occupy or utilize the Work for its intended use.
10. When the Work or designated portion thereof is substantially complete, the CONTRACTOR and OWNER shall establish responsibilities for completion and shall fix the time within which the CONTRACTOR shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
11. Upon receipt of a final Application for Payment, the OWNER will inspect the Work. When he finds the Work acceptable and the Contract fully performed, the OWNER will promptly issue a final Certificate for Payment.
12. Acceptance of final payment by the CONTRACTOR, a SUBCONTRACTOR or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 12– RETAINAGE

1. The OWNER will retain a portion of the progress payment, each month, in accordance with the following procedures:
 - a. The OWNER will establish an escrow account in the bank of the OWNER'S choosing. The account will be established such that interest on the principal will be paid to the CONTRACTOR. The principal will be the accumulated retainage paid into the account by the OWNER. The principal will be held by the bank, available only to the OWNER, until termination of the contract.
 - b. Until the work is 50% complete, as determined by the ENGINEER, retainage shall be 10% of the monthly payments claimed. The computed amount of retainage will be deposited in the escrow account established above.
 - c. After the work is 50% complete, and provided the CONTRACTOR has satisfied the ENGINEER in quality and timeliness of the work, and provided further that there is no specific cause for withholding additional retainage no further amount will be withheld. The escrow account will remain at the same balance throughout the remainder of the project.
2. Upon final completion and acceptance of the Work, OWNER shall hold 2% retainage during the **1 (one) year** warranty period and release it only after the project has been accepted.

ARTICLE 13– PROTECTION OF PERSONS AND PROPERTY

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The CONTRACTOR shall promptly remedy damage and loss to property caused in whole or in part by the CONTRACTOR, or by anyone for whose acts the CONTRACTOR may be liable.

ARTICLE 14 – CORRECTION OF WORK

1. The CONTRACTOR shall promptly correct Work rejected by the OWNER as failing to conform to the requirements of the Contract Documents. The CONTRACTOR shall bear the cost of correcting such rejected work.
1. In addition to the CONTRACTOR'S other obligations including warranties under the Contract, the CONTRACTOR shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.
2. If the CONTRACTOR fails to correct nonconforming Work within a reasonable time, the OWNER may correct it and the CONTRACTOR shall reimburse the OWNER for the cost of the correction.

ARTICLE 15 – PROHIBITED INTERESTS

CONTRACTOR shall not allow any officer or employee of the OWNER to have any indirect or direct interest in this contract or the proceeds of this contract. CONTRACTOR warrants that no officer or employee of the OWNER has any direct or indirect interest, whether contractual, non-contractual, financial or otherwise, in this contract or in the business of the CONTRACTOR. CONTRACTOR also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. CONTRACTOR further warrants that no person having such an interest shall be employed in the performance of this contract. If any such interest comes to

the attention of CONTRACTOR at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City. If OWNER determines that a conflict exists and was not disclosed to the City, it may terminate the contract at will or for cause.

ARTICLE 16 – TERMINATION OF THE CONTRACT

1. **Termination, Abandonment, Or Suspension At Will.** The OWNER, in its sole discretion, shall have the right to terminate, abandon, or suspend all or part of the project and contract at will. If the OWNER chooses to terminate, abandon, or suspend all or part of the project, it shall provide CONTRACTOR 10 day's written notice of its intent to do so.

If all or part of the project is suspended for more than 90 days, the suspension shall be treated as a termination at will of all or that part of the project and contract.

Upon receipt of notice of termination, abandonment, or suspension at will, CONTRACTOR shall:

- a. Immediately discontinue work on the date and to the extent specified in the notice.
- b. Provide the OWNER with a list of all unperformed services.
- c. Place no further orders or sub-contracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the contract that is not terminated.
- d. Immediately make every reasonable effort to obtain cancellation upon terms satisfactory to the OWNER of all orders or sub contracts to the extent they relate to the performance of work terminated, abandoned, or suspended under the notice, assign to the OWNER any orders or sub contracts specified in the notice, and revoke agreements specified in the notice.
- e. Not resume work after the effective date of a notice of suspension until receipt of a written notice from the OWNER to resume performance.

In the event of a termination, abandonment, or suspension at will, CONTRACTOR shall receive all amounts due and not previously paid to CONTRACTOR for work satisfactorily completed in accordance with the contract prior to the date of the notice and compensation for work thereafter completed as specified in the notice. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work.

2. **Termination for Cause.** This agreement may be terminated by the OWNER on 10 calendar day's written notice to CONTRACTOR in the event of a failure by CONTRACTOR to adhere to any or all the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the OWNER, to complete or make sufficient progress on the work in a timely and professional manner. CONTRACTOR shall be given an opportunity for consultation with the OWNER prior to the effective date of the termination. CONTRACTOR may terminate the contract on 10 calendar days written notice if, through no fault of CONTRACTOR, the OWNER fails to pay CONTRACTOR for 45 days after the date of approval by the OWNER of any Application for Payment.

Upon receipt of notice of termination for cause, CONTRACTOR shall:

- a. Immediately discontinue work on the date and to the extent specified in the notice.
- b. Provide the OWNER with a list of all unperformed services.

- c. Place no further orders or sub-contracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the contract that is not terminated.
- d. Immediately make every reasonable effort to obtain cancellation upon terms satisfactory to the OWNER of all orders or sub contracts to the extent they relate to the performance of work terminated, abandoned, or suspended under the notice, assign to the OWNER any orders or sub contracts specified in the notice, and revoke agreements specified in the notice.
- e. Not resume work after the effective date of a notice of termination unless and until receipt of a written notice from the OWNER to resume performance.

In the event of a termination for cause, CONTRACTOR shall receive all amounts due and not previously paid to CONTRACTOR for work satisfactorily completed in accordance with the contract prior to the date of the notice, less all previous payments. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work. Any such payment may be adjusted to the extent of any additional costs occasioned to the OWNER by reasons of CONTRACTOR's failure. CONTRACTOR shall not be relieved of liability to the OWNER for damages sustained from the failure, and the OWNER may withhold any payment to the CONTRACTOR until such time as the exact amount of damages due to the OWNER is determined. All claims for payment by the CONTRACTOR must be submitted to the OWNER within 30 days of the effective date of the notice of termination.

If after termination for the failure of CONTRACTOR to adhere to any of the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the OWNER, to complete or make sufficient progress on the work in a timely and professional manner, it is determined that CONTRACTOR had not so failed, the termination shall be deemed to have been a termination at will. In that event, the OWNER shall, if necessary, make an adjustment in the compensation paid to CONTRACTOR such that CONTRACTOR receives total compensation in the same amount as it would have received in the event of a termination-at-will.

General Provisions for Termination. Upon termination of the contract, the OWNER may take over the work and prosecute it to completion by agreement with another party or otherwise. Upon termination of the contract or in the event CONTRACTOR shall cease conducting business, the OWNER shall have the right to solicit applications for employment from any employee of the CONTRACTOR assigned to the performance of the contract. Neither party shall be considered in default of the performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of CONTRACTOR's principals, officers, employees, agents, sub-contractors, sub consultants, vendors, or suppliers are expressly recognized to be within CONTRACTOR's control.

ARTICLE 17– CHOICE OF LAW AND VENUE

This contract shall be governed exclusively by the laws of the State of New Hampshire and any claim or action brought relating to this contract, the work performed or contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9th Circuit Court—Nashua and not elsewhere.

ARTICLE 18- MISCELLANEOUS PROVISIONS

1. Neither party to the Contract shall assign the Contract as a whole without written consent of the other.
2. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time.
3. If additional testing is required, the CONTRACTOR shall perform these tests.
4. The OWNER shall pay for tests except for testing Work found to be defective for which the CONTRACTOR shall pay.

OWNER (signature)

CONTRACTOR (signature)

James Donchess, Mayor

(Printed Name and Title)

(Printed Name and Title)

Date

Date



THE CITY OF NASHUA

"The Gate City"

*Financial Services
Purchasing Department*

March 3, 2016

**RFP0609-031116
CITY OF NASHUA LED STREET LIGHTING CONVERSION PROJECT
ADDENDUM #1**

Information included in this document becomes a part of the original RFP.

Please sign below to indicate receipt of this additional information and include this page with your bid submittal.

Addendum #1 is being issued to include additional and updated proposal requirements. This document includes the Mandatory Pre-Bid Meeting Q & A. In addition attachments have been provided for a revised Schedule B and new Schedules C, D and E.

All other aspects of the original document remain the same.

Respectfully,

Dan Kooken
City of Nashua - Purchasing Manager
kookend@nashuanh.gov

Addendum #1 received and incorporated into bid submittal for RFP0609-031116
Please sign and include this addendum in your bid package.

(Authorized Signature)

3/10/2016

(Date)

Siemens Industry, Inc, Mobility Division, Intelligent Traffic Systems
(Name of Firm)

RFP0609-031116
CITY OF NASHUA LED STREET LIGHTING CONVERSION PROJECT
MANDATORY PRE-BID MEETING Q & A

1. Specify the project timeline.
 - a. We would like the project done by the end of calendar year 2016 or sooner.
2. What are the Fixture Standards?
 - a. Please see "1. What constitutes an "accepted LED fixture?" in the attached "SCHEDULE D, RATE EOL LED FAQ."
3. Provide inventory of fixture types (decorative, cobra head, etc.).
 - a. The City does not have a street light inventory broken down by type. The Eversource street light ledger may provide more guidance regarding this question.
4. Provide the Eversource street light ledger.
 - a. The Eversource street light ledger is attached as part of this addendum (see "SCHEDULE C, EVERSOURCE STREET LIGHT LEDGER").
5. Fuse clarification.
 - a. Eversource has fuses already incorporated into the power feed. Therefore, fixtures do not require internal fusing.
6. Clarify work hours.
 - a. The City wants work to occur during regular working hours, with some overtime work as needed. Noise ordinance hours are 7:00am to 8:00pm.
7. Specify maximum allowable work days per week.
 - a. Monday through Friday, with some pre-approved Saturday work.
8. Provide published Police regulations for Traffic Control.
 - a. Refer to the attached Schedule E Rules and Regulations for Street Encumbrance Permits.
9. Will there be an Eversource contact if bad arms, etc. are discovered?
 - a. Yes, Eversource will provide a dedicated contact for assistance and coordination with this project.
10. Do LED fixtures require labeling?
 - a. Fixtures require a sticker that can be read from the ground indicating wattage. See other terms in "SCHEDULE D, RATE EOL LED FAQ" attached with this addendum for further description.
11. Clarify where to insert labor markup.
 - a. "SCHEDULE B, COST PROPOSAL SHEET TEMPLATE" has been updated with clarifications. Labor markup related to installation to be included in "Installation Labor Unit Cost Per Fixture" column.

12. Clarify where to insert material markup.
 - a. "SCHEDULE B, COST PROPOSAL SHEET TEMPLATE" has been updated with clarifications. Fixture material markup to be included in "Material Unit Cost Per Fixture" column.
13. Are municipal parking lots, garages included?
 - a. No, the City is only interested in converting existing roadway lighting that is billed under rate EOL.
14. Does Eversource have a light pole map?
 - a. Eversource has no map that identifies our streetlights. The ledger indicates street and pole information. The city's GIS application may be of some assistance for visual reference.
15. Clarify contractor's responsibility to dispose old fixtures.
 - a. The Contractor hires a disposal contractor. The Contractor needs to provide Eversource a bill of lading for disposal with counts for lamps, ballasts, photo cells and fixture heads. Confirmation of above needs to be made with Eversource Environmental staff. Eversource does not require return of any retired equipment.
16. Does the City want dimmability?
 - a. Is dimmability available on the fixtures without smart controls? If so, what would the cost be? Please include the cost of any upfit necessary for potential future mounting of smart controls.
17. Will evaluation/selection criteria be weighted?
 - a. There is no formula for the evaluation of proposals. As stated in the RFP, the City will evaluate proposals using "best value" criteria.
18. Clarify desired receptacle.
 - a. The City deems 5-pin receptacles as adequate if 7 pin is required for Smart Controls please specify.
19. Is there a submittal page limit?
 - a. No.
20. Provide searchable PDF of RFP.
 - a. We provided the Word document of the RFP.
21. Clarify what to do for various mast arm conditions?
 - a. If in acceptable/good condition, use existing mast arms.
 - b. If in need of replacement, work with Eversource to replace mast arm.
22. What is the existing software used for water metering?
 - a. Please contact Pennichuck Water works at 882-5191.
23. Does the City want retrofit kits?
 - a. No.

24. Are there any post-top lights?
- a. There may be a limited quantity of post-top lights. The City does not have a specific count of these style lights.
25. Please provide a breakdown of the fixtures and models of all fixtures listed in the RFP on page 6. Meaning how many are decorative, how many are cobra heads, etc.
- a. The City does not have a breakdown of the fixtures and models listed. Please see "SCHEDULE C, EVERSOURCE STREET LIGHT LEDGER." This is the most detailed inventory the City has regarding specific fixture types.
26. Please provide a breakdown of the poles types of all fixtures listed in the RFP on page 6
- a. The City does not have a breakdown of pole types.
27. The City said they own the lights but do not own title to them. Please explain further. Does this mean the City is leasing the lights and at some point will own them?
- a. For all intents and purposes, the City of Nashua owns the current street lights.
28. The City said that Eversource is still performing the maintenance. Will Eversource still provide the maintenance of the existing lights until all are converted to LED?
- a. Eversource will provide maintenance on their equipment. They will not provide maintenance on fixtures that are imminently being converted to LEDs as part of the project.
 - b. If faulty Eversource equipment is found during audit and conversion, upon informing Eversource, Field Maintenance Requests will be generated and Eversource will replace said equipment.
29. Who will be responsible for maintenance of the lighting after the LED conversion project? if it is the contractor, for how long will the maintenance contract last?
- a. Eversource is responsible for maintenance of the lights in coordination with the City of Nashua. In the event of fixture failure, replacement fixtures must be provided to Eversource. This is part of the fixture warranty; fixtures will be provided to the City free of charge during the warranty period.
30. What is the labor warranty required after a light is installed? And please confirm if the labor warranty is "fixture-specific", or as the system as a whole (meaning it starts after the project is substantially complete).
- a. Typical one year warranty to begin at the substantial completion of the project.
31. There were questions on the bid form at the pre-bid meeting, as well as a request to provide two prices (a solution with and without smart controls). Please update and provide a new bid form.
- a. There are multiple tabs within the workbook already created for "Proposal with Smart Controls" and a "Proposal without Smart Controls." Additional tabs may be created if needed. Instructions for creating new tabs are found within the workbook.

32. There were numerous questions on the payment of incentives and coordination with Eversource on adjustment of utility bills, etc. It sounded like the City would be handling all of this. In other words, the contractor is just providing pricing and services to audit and convert the system. All energy calculations, incentives, coordination with Eversource, etc. will be done by the City. Please confirm.
 - a. The City will handle the Energy Rebate Incentive (the Contractor will provide all necessary documentation to the City for Incentive Submittal). However, the Contractor is responsible for reporting "fixture change outs" to Eversource. Please see #2 on SCHEDULE D. If a municipality opts to hire a vendor to install new LED fixtures, what are the requirements for that vendor to be allowed to install them on our system?" in the attached "SCHEDULE D – RATE EOL LED FAQ." There is specific language relating to the vendor's responsibilities in reporting to Eversource.
33. Please provide an actual copy of the lighting inventory, further than the one on page 6. In Excel, please.
 - a. The Eversource Street Light Ledger is attached as part of this addendum.
34. There was talk about the City reserves the right to choose the color of the fixture housings depending on the street. Please provide a quantity and color breakdown, as different colored fixtures may have cost implications.
 - a. We do not have exact quantities of the existing lights by color. Roadway lighting will be gray in color. Decorative fixtures will be replaced with the existing color (typically black).
35. Please confirm, in the areas where there are decorative fixtures, that retro-fit kits are not allowed.
 - a. The City does not want retrofit kits.
36. There was confusion on whether Eversource wants the lamp and/or fixtures back. Please confirm if this is required. If we are to return the fixtures/lamps to Eversource, please outline how and where this is to happen. If we are to deliver fixtures/lamps, does Eversource provide the vessel in which they are transported?
 - a. Please see the answer to #15 above.
37. Please provide the prevailing wage schedules for this project.
 - a. There isn't a prevailing wage for this project.
38. Please provide the last 12 months of the City's streetlight energy bills.
 - a. The City does not feel this is necessary.
39. Is there a specific brand or type of LED light you want?
 - a. There is no specific brand the City wants.
40. The 4000K that you now have- who is the manufacture?
 - a. Main Street LEDs: King Luminaire.
 - b. Broad Street Parkway LEDs: Decoratives are Hadco; Cobraheads are Leotech.

41. Do you want gray colored heads?
- a. Yes, all fixtures should be gray in color unless decorative. Decorative fixtures should be direct replacements in color (generally black).
42. Can the City please clarify if it requires product technical specification sheets for the products proposed?
- a. Yes the City requires all technical sheets (cut sheets) for the products proposed. These sheets should include all detailed information relative to the proposed fixtures (System Watts, kW, typical lumens delivered, LED Current, Efficacy, warranty, finish, wattage switch if applicable, driver & dimming, voltage, part/manufacture's numbers, etc.).
43. Can the City please clarify if in Section 5 on Page 6, the Entity shall supply and install 10, 3000K LED products as samples per each type of fixture "style" options (see Section 4.3) for a total of 20 samples or just 10 samples?
- a. The Trial period does not require multiple fixture "style" options. The ten (10) Trial Period fixtures should be the cobra head style fixtures that are being proposed.
44. Can the City please clarify/describe the inventory in more detail? Pricing for cobra head fixtures vs. decorative fixture vs shoe box fixtures can vary substantially.
- a. Please see "SCHEDULE C, EVERSOURCE STREET LIGHT LEDGER." This is the most detailed inventory the City has regarding specific fixture types.
45. Can the City please provide clarity on the "ADDITIONAL PROJECT UNIT PRICES" section? The instructions clearly state "fill out the yellow highlighted areas", but do not indicate if other areas should be left to the city (or contractor) to complete.
- a. The Contractor should fill out "ADDITIONAL PROJECT UNIT PRICES." This has been updated with yellow highlighting for consistency and clarification.
46. Item's 1 & 2 of "GENERAL NOTES" directly contradict themselves. Please clarify if the City wants retrofit kits or does NOT want retrofit kits.
- a. The City does not want retrofit kits. This has been corrected on the General Notes on "Schedule B, COST PROPOSAL SHEET TEMPLATE."



THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

February 4, 2016

Request for Proposals

RFP0609-031116

City of Nashua LED Street Lighting Conversion Project

The City of Nashua, NH, herein referred to as "the City", is seeking proposals from qualified, interested entities to submit a Scope of Work and Detailed Cost Proposal for the conversion of approximately 5,500 existing High Pressure Sodium (HPS) street lights to Light Emitting Diode (LED) street lights. The Scope of Work may be found on pages 4 through 8 of this Request for Proposal.

INSTRUCTIONS TO ENTITIES:

Proposals must be submitted **with one (1) digital copy on cd or flash drive and three (3) printed copies** clearly marked "**LED Street Lighting Conversion Project**". The names of those agencies that submit a proposal will be posted on the website, under Bid Results, within three (3) hours of opening.

Proposals must be submitted, as outlined in the preceding paragraph, **no later than 3:00 p.m. on March 11, 2016**, c/o Central Purchasing Office, Lower Level, City Hall, 229 Main Street, Nashua NH, 03061-2019. Proposals must be submitted in the format provided and address the items specified in the proposal specifications. Postmarks or other timestamps will not be accepted in lieu of actual delivery. The firm can use whatever delivery mechanism it chooses as long as it remains clear that the firm is responsible for submissions prior to the date and time. The City of Nashua may reject any or all of the proposals on any basis and without disclosure of a reason.

Complete specifications and related documentation is available on our website, www.nashuanh.gov, under Services, Bid Opportunities, Document RFP-031116. Related documentation includes: Schedule A, Standard Agreement between Owner and Contractor; Schedule B, Cost Proposal Sheet Template. The successful bidder must maintain insurance coverage as outlined in the contract, under Article 4 – Insurance and Indemnification.

There will be a **MANDATORY** pre-bid meeting at Nashua Division of Public Works, 9 Riverside Street, Nashua, NH 03062 at 10 a.m. on Tuesday, February 23, 2016. The meeting is an opportunity for the City to overview the project, objectives and participants and to request additional information directly from City staff managing or participating in the project. Additional information provided at the meeting will also be provided by Addendum. **You or your representatives are required to attend this meeting.**

The timeline for this RFP is as follows:

Subject	Date	Time
Mandatory Pre-Bid Meeting	Tuesday, February 23, 2016	10:00 AM DPW Conf Room 9 Riverside St Nashua, NH 03062
Deadline for Entity Questions	Friday, February 26, 2016	3:00 PM
Answers/Clarifications Posted	Thursday, March 3, 2016	3:00 PM
RFP Responses due	Friday, March 11, 2016	3:00 PM, Purchasing Department, City Hall

Entities are encouraged to submit questions via email; however, the City assumes no liability for ensuring accurate and complete email transmission/receipt and is not responsible to acknowledge receipt. Inquiries must be submitted in writing, citing the RFP title, RFP number, Page, Section, and received no later than Friday, February 26, 2016 at 3:00PM:

Lisa Fauteux, Director of Public Works,
Division of Public Works
9 Riverside St.
Nashua, NH 03062
Email: FauteuxL@NashuaNH.gov

The City will consider all timely-received questions and requests for change and, if reasonable and appropriate, will issue an addendum to clarify or modify this RFP. Answers to Entity submitted questions and other addenda will be posted under document RFP0609-031116 on the City of Nashua website; www.nashuanh.gov, under Services, Bid Opportunities no later than Thursday, March 3, 2016, at 3:00PM.

All bids are binding for ninety (90) days following the deadline for bids, or until the effective date of any resulting contract, whichever is later.

The successful bidder must maintain the following lines of coverage and policy limits for the duration of the contract. Any subcontractors used by the successful bidder are subject to the same coverage and limits and is a subcontractor of the successful bidder and not the City of Nashua. It is the responsibility of the successful bidder to update Certificates of Insurance during the term of the contract. Liability limits are as follows:

- General Liability: \$1,000,000 per Occurrence
 \$2,000,000 Aggregate
- Motor Vehicle
 Liability: \$1,000,000 Combined Single Limit

***Coverage must include all owned, non-owned and hired vehicles.**

- Workers' Compensation Coverage according to Statute of the State of New Hampshire:

\$100,000 / \$500,000 / \$100,000

The City of Nashua must be named as an additional insured on all liability certificates.

All bidders and subcontractors at every tier under the bidder will fully comply with NH RSA Chapter 281-A,

"Workers' Compensation". It is the responsibility of the CONTRACTOR to submit to the OWNER certificates of insurance for the Designer and all other subcontractors prior to the start of the project. It is the responsibility of the CONTRACTOR to provide the OWNER with updated certificates of insurance for the CONTRACTOR and all subcontractors 10 days prior to the expiration of coverage. The OWNER may, at any time, order the CONTRACTOR to stop work, suspend the contract or terminate the contract for non-compliance. All subcontractors except for Designer are subject to the same insurance requirements as the CONTRACTOR.

The successful bidder will be required to post a 100% Performance Bond and a 100% Payment Bond in an amount equal to the Contract Award.

Pursuant to NRO 5-71 (A), the City of Nashua supports the concept of purchasing products which are biodegradable, can be or have been recycled, or are environmentally sounds. Due consideration will be given to the purchase of such products. If you are bidding on any such products which qualify, please so indicate in a cover sheet by item number and description.

The City is exempt of all taxes. All bids must be FOB Nashua, NH. All bidders must comply with all applicable Equal Employment Opportunity laws and regulations.

Pursuant to NRO 5-78 (F), the purchasing manager shall not solicit a bid from a contractor who is in default on the payment of taxes, licenses or other monies due the city. Therefore, this bid request is void as to anyone who is in default on said payments.

Respectfully,



Dan Kookan
Purchasing Manager
City of Nashua
KookanD@nashuanh.gov

**CITY OF NASHUA LED STREET LIGHTING CONVERSION PROJECT
REQUEST FOR PROPOSALS
RFP0609-031116**

1. INTRODUCTION & BACKGROUND

The City of Nashua, NH (the City) is soliciting proposals from qualified Entities to convert the City's existing High Pressure Sodium (HPS) street lights to Light Emitting Diode (LED) street lights. The Entity will be expected to produce a turnkey project by implementing the conversion of all existing street lighting in the City to equivalent LED street lights. The Entity will provide labor, materials, supplies, equipment, facilities, disposal, analysis, digital reports, and the filing of all utility company documentation for the processing of the utility bills under the new LED rate. It is the City's goal to achieve electricity and cost savings, while simultaneously improving lighting quality throughout the City.

2. OBJECTIVES

- Convert approximately 5,500 existing HPS street lights to LED street lights.
- Conduct a street light audit of all existing HPS street lights and develop a plan for the installation of the LED street light equivalents, in order to develop a consistent illumination standard for the City while maximizing energy savings.
- Expedite the installation of approximately 5,500 LED fixtures
- To establish safe street lighting standards while reducing the City's energy consumption
- The City is interested in a smart control system for the street lights as a separate proposal item.
- It is the City's intent to finance the cost of the project through a bond.

3. SCOPE OF SERVICES

For informational purposes. Subject to change.

The City of Nashua LED Street Lighting Conversion Project (the "Project") will consist of, but is not limited to, the following work and services:

- 3.1** The selected Entity will provide product, labor, and all necessary related materials and supplies to replace approximately 5,500 roadway street lights (quantity detailed below).
- 3.2** The selected Entity will conduct a "Trial Period" of 3000K LED products vs. 4000K LED products. See section 5. "**PROJECT COMMENCEMENT**" below for more information.
- 3.3** The selected Entity will conduct a street light audit prior to commencing work.
- 3.4** The City will provide the Entity with reasonable, secure, on site fixture storage for the duration of the project.
- 3.5** Installation will occur during normal, non-overtime, work hours.

In connection with each site, the Entity shall:

- 3.6** Work with the City's main point of contact to develop an installation plan that minimizes inconvenience to the City;
- 3.7** Provide appropriate temporary traffic control measures compliant with the City of Nashua Division of Public Works and the City of Nashua Police Department (see 7.3.2 below);

- 3.8 Advise subcontractors on the interpretation of installation documents, and issue supplementary details and instructions in the event of any Change Order;
- 3.9 Verify all subcontractor's progress claim and final contractor invoices;
- 3.10 Identify infrastructure failure and provide a list of equipment at risk of failure in need of replacement (poles, brackets, underground services, service wires).
- 3.11 Provide all necessary wiring within new fixture;
- 3.12 Be responsible for verifying all circuit voltage;
- 3.13 Provide all required safety equipment, as well as a Safety Plan where required. Such Safety Plan shall include a traffic/construction plan to roadway usage during construction hours;
- 3.14 Provide reasonable progress reports to the City at regular intervals and as reasonably requested by the City;
- 3.15 Conduct site inspections, during construction, to ascertain that the Project is being executed in compliance of the approved construction documents and specifications;
- 3.16 Perform required product installation testing to ensure fixtures are installed correctly;
- 3.17 Provide a detailed schedule including hours of installation;
- 3.18 Process all required paperwork, Eversource pole number locations, and inventory existing street lighting to update the City's and Eversource GIS inventories;
- 3.19 Provide Eversource weekly reports to revise the rate schedule for the newly installed LED lights;
- 3.20 Provide all reasonable trade consumables (wire nuts, junctions boxes, covers and similar);
- 3.21 Provide "as-built" record documents of installed LED luminaires, including all applicable warranties, digital GIS data shape files, service, maintenance, and operations manuals, and similar information;
- 3.22 Prevent the areas of the Site in which the Project is occurring free from accumulation of waste materials or rubbish caused by the installation services;
- 3.23 Arrange for recycling or disposal of waste materials from the Project in accordance with Applicable State and Federal Laws;
- 3.24 Comply with all State and Federal laws and regulations, including wage, labor, OSHA requirements, and appropriate safety measures;

4. PRODUCTS

Minimum product specifications are as follows:

- 4.1 Products are Design Light Consortium approved.
- 4.2 Products and components are warrantied for a minimum of ten (10) years.
- 4.3 Products must be low cost, durable, and aesthetically pleasing. Entities may submit two (2) fixture "style" options.

Entities shall include a breakdown of products to replace the City's current street lights. See Section 7. "SUBMITTAL REQUIREMENTS" below for further details.

The City's current, approximate street light inventory is as follows:

	Current Fixture Qty.	Current Lumens	Current Lamp Watts
	4,094	4,000	50
	382	5,800	70
	513	9,500	100
	228	16,000	150
	237	30,000	250
	41	50,000	400
	2	130,000	1,000
Total	5,497		

5. PROJECT COMMENCEMENT

No later than thirty (30) days following mutually agreed upon period of performance schedule, executed contract, City of Nashua issued Purchase Order, and a notice to proceed.

Trial period: 3000K vs. 4000K LED Products. The intent of the Trial period is to aid the City in choosing which Kelvin temperature product is preferable. Given that the City currently has 4000K temperature LED products installed in multiple locations, the Entity shall supply and install ten (10) 3000K temperature LED products as samples. Whichever version the City decides to keep will be billed at the agreed contract price once the Trial is over. The location of the Trial will be mutually agreed upon by the City and the Entity.

6. FINAL COMPLETION

Final completion will be agreed upon by City and Entity and referenced in the agreement between owner and contractor (see SCHEDULE A, Standard Agreement between Owner and Contractor)

7. SUBMITTAL REQUIREMENTS

- 7.1 A **Mandatory** pre-bid meeting will be held at 10:00 AM on Tuesday, February 23, 2016. Participants are to meet at the Department of Public Works Administration and Engineering Large Conference Room, 9 Riverside Street, Nashua, NH 03062.
- 7.2 A description of the Entity's Information, Qualifications, and Experience including, but:
 - 7.2.1 An Introductory letter, which includes the Entity's name, contact name, mailing address, telephone number, fax number, and email address. The letter will address the understanding of the service being requested and any other pertinent information the proposer believes should be included. The letter shall be signed by the individual authorized to bind the Entity to the proposal.
 - 7.2.2 The Entity must be licensed to do business in the State of New Hampshire at the time of the conversions/installations;
 - 7.2.3 Provide at least three (3) examples of similar type turnkey comparable projects. Include reference names and telephone numbers.
 - 7.2.4 Demonstrate your ability to provide qualified professionals for the project, such as Electrical Engineers, Installers, 24 hour service and support, and the ability to

perform all work within the specified budget and within the required timeframe. Installers shall have all requisite training, certifications and insurance to safely perform the installations.

- 7.2.5 Recommendations on the best process to implement the conversion in order to maximize utility savings immediately
- 7.2.6 Provide names of individuals who will be responsible for the project along with a description of their roles, credentials, capabilities, past experience, and a listing of projects similar to this project. Highlight the principal who will be responsible for the project along with the project manager.
- 7.2.7 Provide a conceptual schedule showing staffing, product procurement lead time, and proposed monthly minimum installation quotas.

7.3 A detailed Scope of Services and a detailed Cost Proposal, including, but not limited to:

- 7.3.1 The items outlined in the above sections.
- 7.3.2 Two (2) options regarding Traffic Control Allowance/Contingency:
 - a) One (1) option of traffic control costs if managed solely by the Entity. In no case shall the gross hourly rate of Flaggers exceed \$25.00/hour for straight time work and \$37.50/hour for overtime work.
 - b) One (1) option of traffic control costs if managed by the City in coordination with the Entity
- 7.3.3 Two (2) options regarding Smart Control System:
 - a) One (1) option of installation without a smart control system
 - b) One (1) option with installation of a smart control system and all associated hardware, software, training, et cetera.
- 7.3.4 Product costs in total and on a per-fixture basis
- 7.3.5 Installation (labor) costs in total and on a per-fixture basis
- 7.3.6 Quantity of fixtures by wattage and fixture type
- 7.3.7 Fixture lumens
- 7.3.8 Fixture kW's
- 7.3.9 Drive current (mA)
- 7.3.10 Driver manufacturer
- 7.3.11 Diode manufacturer
- 7.3.12 Proposed Kelvin Temperature
- 7.3.13 Full compensation to the Entity to complete all work as described in this RFP, including, but not limited to investigation, analysis, construction, etc.
- 7.3.14 All costs associated with mobilization, demobilization, performance bonds, insurance, permits, inspections, environmental compliance and all else incidental shall be included in the detailed cost proposal.

Use "SCHEDULE B, Cost Proposal Sheet Template".

Detailed Scope of Services and Cost Proposals shall be written on a company letterhead (input company name on Schedule B), dated, and signed by authorized company personnel. The Scope of Services and Cost Proposal may be negotiated with the selected Entity.

- 7.4. Submissions – **Submit one (1) digital copy on cd or flash drive and three (3) printed copies** of the same of the Scope of Work and Detailed Cost Proposal in a sealed

envelope(s) or package(s) clearly marked "LED Street Lighting Conversion Project" no later than Friday, March 11, 2016 at 3:00PM to Central Purchasing, City Hall, 229 Main Street, Nashua, NH 03060. Central Purchasing is located in the lower level of City Hall.

8. EVALUATION PROCESS

Proposals shall be evaluated by specific criteria set forth in this RFP. All Proposals considered responsive shall be evaluated for completeness of data provided, support for all claims made, and the overall approach taken. The objective is to select an Entity, through the outlined evaluation process, whose Proposal is judged to be in the best interest of the City of Nashua.

The City of Nashua is not bound to accept the lowest priced Proposal if that Proposal is not in the best interest of the City of Nashua as determined by the City of Nashua. The City of Nashua reserves the right to accept or reject any and/or all offers, to waive any and/or all formalities, to clarify any discrepancies in the Proposal and to award a contract in the best interest of the City of Nashua.

Proposals may be evaluated using "best value" criteria including but not limited to:

- 8.1** Price/Project Cost
- 8.2** Reputation of the Entity and the Entity's goods or services
- 8.3** Entity's past relationships, if any, with the City of Nashua
- 8.4** Delivery dates and information
- 8.5** Business references
- 8.6** Any relevant factor that a private business would consider in selecting a contractor

9. INQUIRIES

Inquiries concerning this Request for Proposals shall be submitted in writing to Lisa Fauteux, via email at FauteuxL@NashuaNH.gov

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**City of Nashua
LED Street Lighting Conversion Project
RFP 0609-031116**

Quote Number: 1204140

Proposed to:

City of Nashua

Proposed by:

Siemens Industry, Inc.

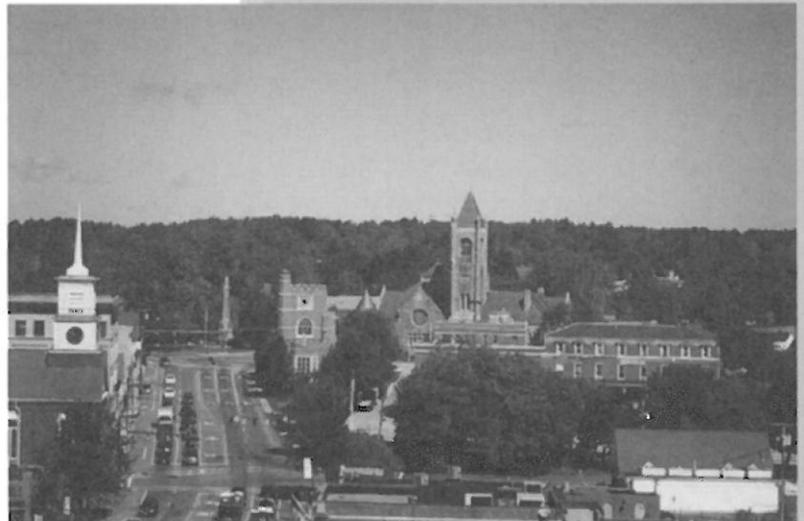
Intelligent Traffic Systems

Date:

March 11, 2016

Contact Person:

Clint Schuckel, PE
Account Manager
(781) 999-3008
Clint.Schuckel@siemens.com



Contents

Executive Summary..... 7

Siemens has the experience 7

Siemens has the personnel 8

Siemens has the relationships 8

Information, Qualifications, and Experience 9

 Siemens ITS History..... 9

 CDM Smith (Audit Partner) 9

 Licensure 11

 Comparable Projects..... 11

 Personnel & Equipment Resources..... 11

 Key Team Members 12

 Implementation Process 14

 Project Approach: LED Conversion 14

 Wireless Controls Summary..... 19

 Conceptual Schedule..... 21

Attachment B – Cost Proposal 23

Appendix A – Resumes..... 26

Appendix B – Technical Data Sheets 35



Intelligent Traffic Systems

Ms. Lisa Fauteux
Director of Public Works
Division of Public Works
9 Riverside Street
Nashua, NH 03062

Name: Marcus Welz, ITS CEO
Rajarshi Ghosh, ITS CFO
Intelligent Traffic Systems
9225 Bee Cave Rd
Building B, Ste 101
Austin, TX 78733
Address:
Telephone: (512) 837-8300
Fax: (512) 421-6617
E-mail: Marcus.Welz@siemens.com
Rajarshi.Ghosh@siemens.com

RFP Title: City of Nashua LED Street
Lighting Conversion Project
RFP Number: 0609-0311116
Date: March 10, 2016

Dear Ms. Fauteux,

Thank you for the opportunity to participate in the proposal process for the City of Nashua LED Street Lighting Conversion Project. We appreciate the chance to earn your business and hope to enjoy a long working relationship with your community. At Siemens, our goal is to provide the very best equipment, maintenance and support in the industry; allowing your citizens and guests to have as trouble-free and enjoyable experience as possible.

The primary contact person for this proposal will be:

Clint Schuckel, Account Manager
781-999-3008
Clint.Schuckel@siemens.com

This response represents an accurate representation of Siemens and our capabilities to the City of Nashua in reference to your request for a turnkey project converting your current street light system to LED fixtures, with optional smart controls installed. Siemens, Inc., Intelligent Traffic Systems presents our team as the most qualified to expeditiously and in the most cost-effective manner provide the following services:

- GIS field audit of all existing streetlights
- Fixture selection and analysis of wireless controls options
- Financial analysis to indicate ROI, savings and payback period details
- Completing applicable Eversource incentive applications and billing adjustment submittals
- Procurement of all materials
- Project management and temporary storage of materials during construction
- Streetlight LED conversion
- Recycling and/or disposal of waste materials
- Delivery of as-built GIS layer of City's new LED lighting system

Our project team will include the following firms:

- Siemens ITS, with project tasks completed by staff based in our Billerica, MA office
- CDM Smith, with project tasks completed by staff based in its Manchester, NH office

This submission contains our accurate representation of this project and the process in which we will fulfill the requirements stated in the City of Nashua's request for proposals. Our response acknowledges receipt of all addenda posted on the City web site as of 3/9/16 under bid number # RFP0609-031116. Thank you once again for permitting us to compete for your business. We look forward to hearing from you in the future.

With kind regards,



Marcus Welz
ITS CEO



Rajarshi Ghosh
ITS CFO

Siemens Industry, Inc. Intelligent Traffic Services
9225 Bee Cave Road
Building B, Suite 101
Austin, TX 78733

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Executive Summary

Siemens has the experience, qualified and certified personnel, knowledge and understanding of this streetlight conversion project, and the critical relationships to successfully bring the project to completion on time and in budget to the satisfaction of the City of Nashua. We have carefully assembled a complete team of local resources backed by our national organization to provide the turnkey services the City requires for this project, from audit to LED fixture selection, to installation and project close-out.



Siemens has the experience

Siemens' ability to undertake this project is evidenced by our team's depth of experience to successfully complete several large LED streetlight retrofits over the past two years, including two (completed) and one (active) project performed in a group procurement setting (35 municipal customers in total). In sum, we have retrofitted nearly 50,000 fixtures with LED technology in approximately 45 communities, many via turnkey services or performance contract. Previous and current New England projects are located in Connecticut, New Hampshire, Massachusetts, and Rhode Island. Our highly relevant experience working in multiple states and utility territories will directly benefit your project. **We are also the only Energy Services Company (ESCO) that has self-performed retrofits giving us particular insight as to the nature of the work and full control over the work schedule, staff, and resources assigned to your project.**

Over the past 15 years, we have maintained and converted tens of thousands of streetlights in the U.S. to more energy-efficient fixtures. Most of these projects have been located on either the east or west coasts as the combination of legislation allowing streetlight municipal ownership, the nation's highest electricity costs, and attractive utility rebates have made these areas early adopters of LED technology over the past three years. This work has included cobrahead streetlights, floodlights, and decorative lighting, such as acorn post-top and shoebox style fixtures. **We are a vendor neutral integrator, meaning that our standard process is to examine multiple fixture manufacturer options to determine the City's "best fit" option for energy efficiency, durability, and price.**

Over the past two years, Siemens has completed (year noted below) or been selected for the following major projects which comprise nearly 60,000 streetlights in New England alone.

Agency or City	Scope	Year Completed
Manchester, NH	9,000 Fixtures	2015
Derry, NH	1,000 Fixtures	2016 (in progress)
MA. Area Planning Commission	8,000 Fixtures, 4 Communities	2014
Cape Light Compact	16,000 Fixtures, 23 Communities	2014
New Bedford, MA	10,000 Fixtures	2015
MA. Area Planning Commission	18,000 Fixtures, 9 Communities	2016 (50% complete)
Cheshire, CT	1,775 Fixtures	2016 (in progress)

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Siemens has the personnel

At Siemens we employ only the finest Project Managers, Roadway Lighting Engineers, Field Technicians and Network Analysts. We pride ourselves on the high level on training, education and certification of all our team members. Our customers expect their projects to be managed in an excellent, innovative and responsible way, and this applies to all of our projects from large multi-million dollar projects all the way to smaller turnkey projects. Our project management processes and certifications are models for project management around the globe. Professional project management is a vital success factor for Siemens. We have been a project company since inception and currently we have over 15,000 certified project managers world-wide.

As a large, multi-billion dollar company, Siemens has a wealth of employees to draw from for our projects including our New England-based team that focuses exclusively on streetlight retrofit projects. We do not operate with a handful of employees, stretched thin to populate our projects, but rather we pride ourselves on our strong team structure.

We also pride ourselves on standing behind what we do, and making projects of benefit to our customers. In short, we make it right even at our cost. In previous engagements with Nashua, Siemens did not do the job well; our performance was not to our standards. Drawing on our deep resources, Siemens bore the financial cost of any project over-runs, as well as replacing the entire management team and project management organization in New England. The result of this change is evidenced in the success and satisfaction we've brought to the Cities of Manchester, Salem, and New Bedford (referenced in the response); three examples of the performance and satisfaction we will bring to Nashua.

Siemens has the relationships

Throughout our projects, our team has proven that we have the technical, financial, and contractual ability to assemble the right people and companies to implement these initiatives quickly and efficiently. For this project, we will team with local engineering firm, CDM Smith. All these factors combine to provide your community with the full confidence that the Siemens team is uniquely qualified to successfully perform this work.

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Information, Qualifications, and Experience

Siemens ITS History

Siemens Industry is a division of Siemens AG. Siemens Industry, Inc. (SII) began operations October 1, 1979. With nearly 50,000 U.S. employees, the company is unmatched in the U.S. marketplace with its products, services and combined solution offerings.



Siemens acquired Automatic Signal/Eagle Signal Corporation in 1997, Gardner Transportation Systems in 2000, and Republic ITS, a U.S. leader in streetlight and traffic signal equipment installation, maintenance, and service in 2010 to enhance its presence in the intelligent traffic solutions (ITS) market in the USA. With these business acquisitions, along with our extensive dealer network, Siemens Intelligent Traffic Systems (ITS) business unit has the ability to solve streetlight and traffic management problems throughout the country and around the world.

Siemens ITS Locations

Siemens ITS is headquartered in Austin, Texas at 9225 Bee Cave Rd, Building B, Ste 101. We currently employ 90 employees located in our Austin facility with an additional 200 in field offices around the country. Engineering of Intelligent Traffic System solutions, including the development of associated Intellectual Property (software products) are produced at our Austin headquarters. Siemens ITS also has a manufacturing facility in Marion, KY where our traffic controllers are made. Additionally, Siemens has an office in **New Hampshire at 66 21 E Pearl St, Suite 2, Nashua, NH and employs about 30 employees in the state.** Our project office is located at 8 Progress Rd, Billerica, MA 01821.

Our Successes

Siemens' project history completing group procurements for streetlight retrofits in New England is strong. Over the last 3 years, we've completed the installation of over 61,000 streetlights at a combined project value of approximately \$25 million. This provides a strong base of recent, relevant experience from which we can draw. References for similar projects are provided in the *Comparable Projects* section.

CDM Smith (Audit Partner)

Siemens has chosen CDM Smith as our partner for the GIS Audit and reconciliation with the Eversource billing inventory. Siemens and CDM Smith have a long-standing relationship, and together have completed several large streetlight audits, including Manchester and Derry, NH and approximately 10 communities in Massachusetts and Connecticut. CDM Smith will support this project from its office located in Manchester, NH that includes engineering, GIS, IT and management consulting staff.

CDM Smith has been providing GIS services to the City of Nashua for nearly 20 years. During that time, CDM Smith has worked in the following areas:

- Supporting the architecture of the City's GIS system and geodatabase



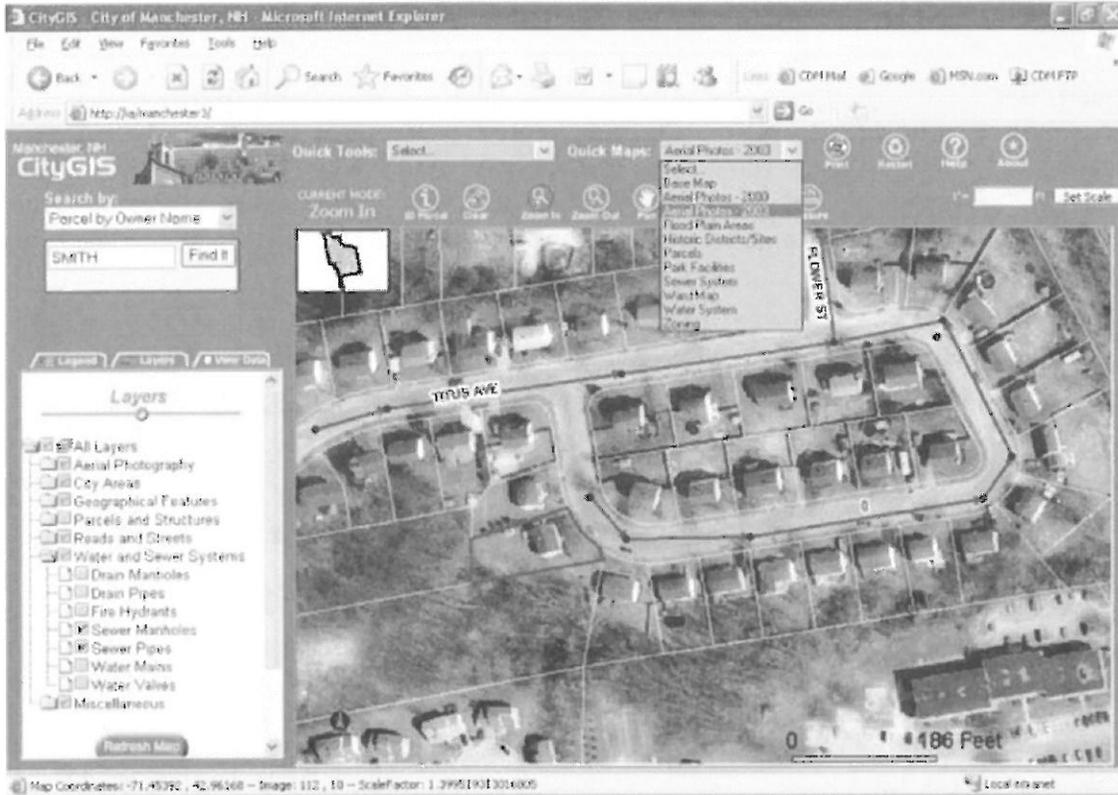
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- Assisting in the development of highly-accurate aerial mapping to support both GIS and engineering projects
- Developing key city GIS data layers including parcels, wastewater, stormwater, water, and other layers
- Implementing a series of web and mobile applications that allow city staff and the public to access GIS data
- Providing on-going consulting in support of enhancement of Nashua's GIS program

Additional details on CDM Smith's role in the audit phase of the project is also included in this section, with resumes of CDM Smith project team members found in *Appendix A - Resumes*.

CDM Smith is a global water, environment, transportation, energy and facilities firm helping public and private clients improve the environment and infrastructure. Founded in 1947 as a three-person firm, they have grown and diversified into a multidisciplinary staff of 5,000 in over 125 offices worldwide, with 750 professionals in New England. CDM Smith is a Massachusetts-based firm, with our corporate headquarters in Cambridge. They have grown from a New England-based firm to a global Engineering News-Record (ENR) top 100 design-build firm generating more than \$1 billion in annual revenues. CDM Smith has the resources required to meet any need that arises during the life of a project. Furthermore, its resources extend beyond traditional engineering services, as the capabilities of our construction subsidiary, CDM Constructors, allow us to also build and operate facilities. As a full-service engineering and construction firm, we deliver exceptional client service, quality results and enduring value across the entire project lifecycle.

Below is an example of a GIS screen shot from CDM Smith's work in Manchester, NH.





Licensure

As evidenced by our recent work on similar projects in Manchester and Derry, NH, Siemens believes that we are fully licensed to do business in the State of New Hampshire for the purposes of all technical and construction tasks associated with this project. If there are additional licensing requirements identified by the City of Nashua during contract negotiations, Siemens will secure these prior to any conversions/installations.

Comparable Projects

Siemens selected three comparable projects for this response that included 1) at least 3,000 streetlights each, 2) were completed in the last calendar year, and 3) are located within 100 miles of the City Nashua. We invite the City to contact any of the references below to confirm our work has met or exceeded expectations.

Client	Reference Contact	Project Description	Material vendor(s)	Year Completed	Contract Value
City of Manchester, NH	Christopher Proulx Public Utilities Coordinator City of Manchester, NH Department of Public Works (603) 624-6444 cproulx@manchesternh.gov	Retrofit 9,000 cobrahead streetlights and decorative lights	Acuity	2015	\$3.2M
City of Salem, MA	Jeffrey Elie Energy and Sustainability Manager Department of Planning and Community Development City of Salem, MA 120 Washington St Salem, MA 01970 (978) 619-5693 JElie@salem.com	Retrofit 3,300 cobrahead streetlights, floodlights, and decoratives	Leotek	2015	\$1.2M
City of New Bedford, MA	Scott Durkee Director of Energy City of New Bedford, MA (508) 961-3014 Scott.Durkee@NewBedford-MA.gov	Retrofit 10,000 cobrahead streetlights, traffic signals and decorative lights	Acuity, King Luminaire, Leotek	2015	\$5.6M

In addition, Siemens is pleased to provide contact information for the Eversource staff we have worked with previously on other streetlight conversions in New Hampshire to provide additional reference information upon request.

Personnel & Equipment Resources

Siemens has a broad range of expertise and experienced personnel including: project managers, registered professional transportation engineers, certified energy managers (CEM) with roadway lighting

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expertise, International Brotherhood Electrical Workers (IBEW), Journeymen Electricians/Technicians and International Municipal Signal Association (IMSA) certified Technicians. One key differentiator for Siemens is that with the exception of the audit performed by CDM Smith, all work on the this project will be completed by Siemens employees; we do not require subcontractors to perform this work. This enables us to maintain full control of the project schedule and the staff/equipment resources required to keep things on track.

In addition, Siemens' employees and equipment are dedicated for streetlight and traffic signal maintenance. To best facilitate any work, we issue insulated "bucket" trucks to all of our linemen and electricians. Each truck is equipped with all the necessary tools, equipment, and, where feasible, inventory to perform 100% of the assigned tasks. All vehicles are appropriately marked with the company logo, Department of Transportation (D.O.T.) markings, and have a company phone, and laptop computer.

Our vehicles include 2010 through 2014 insulated Bucket Trucks with Altec Articulating Booms, full size cranes for pole replacement and transportation of poles, service vehicles, mini excavators, and dump trucks to respond to all traffic signal and street lighting situations including excavation and new construction. We also have numerous agreements with equipment companies to obtain any additional equipment quickly.

Key Team Members

For this project, Siemens has identified several key personnel who will oversee this project, and who will work closely with the City to make it a success. Our branch office, located in Billerica, MA employs approximately 25 full-time field service electricians, and 10 office-based support staff, including project managers, energy engineers, service coordinators, accountants, and sales: all specializing in street lighting and traffic signal maintenance, LED retrofits, and new construction. Resumes for the key personnel listed can be found in *Appendix A – Resumes*.

The Siemens Team for this project will include:

- Marcus Welz - Chief Executive Officer
- Clint Schuckel - Account Manager
- David Spence - Project Manager
- Richard O'Hearn Jr, - Energy Engineer
- Eric Pescatore - GIS Specialist (CDM Smith)
- Dan Reed - Field Supervisor

The **Chief Executive Officer (CEO)** is directly responsible for the profit/loss operations of the Mobility ITS business in the United States, all of its employees and facilities/equipment, and retains authority to bind Siemens to a contract of this value. The CEO receives regular reports on the status of large projects from our New England team so that any customer satisfaction, schedule, or resource issues are immediately addressed at our highest level of management.

The **Account Manager** is the customer's primary contact during the project development phase, prior to the LED installations, and serves to ensure the customer's expectations are met. The Account Manager will research the best financing options available (if applicable), address legal issues including all contract-related documents and ensure that all documentation is in order.

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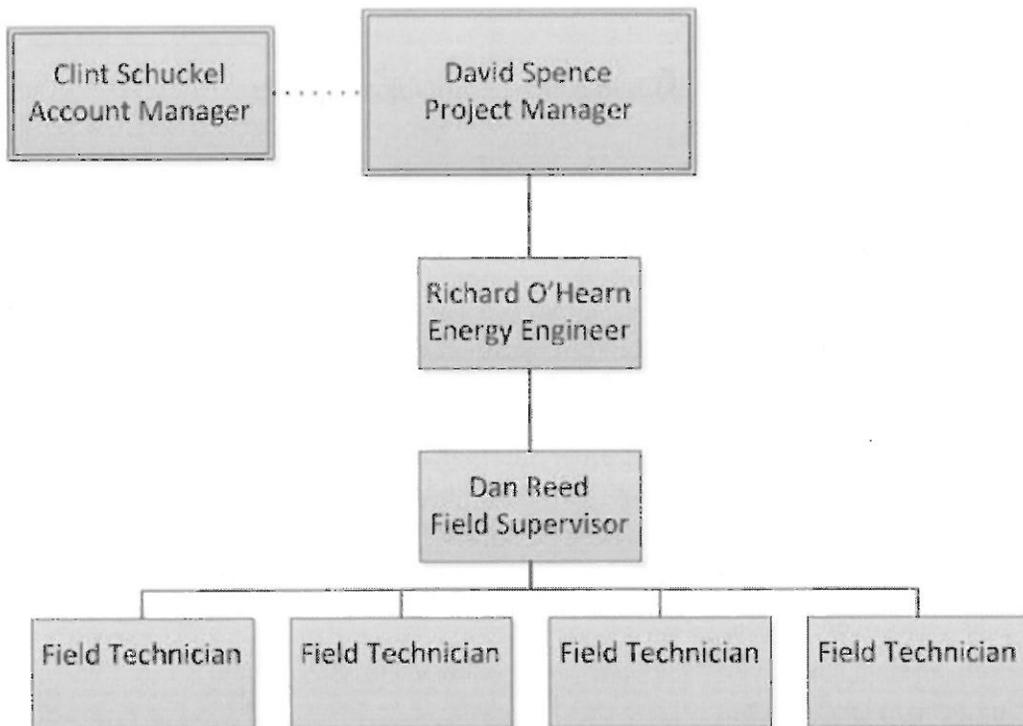
The **Project Manager** manages all aspects of the construction phase of the project. This will include the supervision of Siemens field personnel and any partners participating in the project (e.g., audit subcontractor, materials supplier, recycling vendor). They will be responsible for the overall coordination of the construction phase including staffing, material and labor procurement, scheduling and execution of the project. The goal of our Project Managers is to complete the project on schedule with minimal disruption to the client's facilities while ensuring client expectations are met.

The **Energy Engineer** is responsible for overseeing the audit data collection, preparing the audit report, working with the city to design and pilot the preferred lighting solution(s) if necessary, and addresses technical issues that may arise during the project. The Energy Engineer will generate and confirm all PSNH billing adjustments, conduct nighttime observations with the customer to generate a final punch list at substantial completion.

The **GIS Specialist** creates the GIS application that serves the audit and installation phase of the project and oversees the final deliverable that is integrated into the City's GIS database. The GIS Specialist supervises the hardware and software components of the data collection effort and collaborates with Siemens and the City to ensure that the data fields collected are consistent with the needs and expectations of all parties. A web-based dashboard is created to provide the customer with a real-time snapshot of the project in terms of fixtures audited or installed.

The **Field Supervisor** both installs fixtures and is responsible for the day-to-day coordination of direct supervision of the installation crews and assists the project manager by serving as the City's "on the street" point of contact.

An organizational chart is provided below, and brief resumes for our staff can be found in *Appendix 1 – Resumes*.



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Implementation Process

In this section, Siemens describes our project approach to turnkey LED streetlight conversions, but first we will specifically address the RFP question regarding "...the best process to implement the conversion to maximize utility savings immediately." We offer the following suggestions to the City, using our Manchester/Eversource experience as a common reference point:

- **Include Eversource staff at regular project meetings** between Siemens and City staff to ensure they are informed and participating in the process from audit to final punchlist phases;
- **Require the field audit be conducted in 30 days or less.** Siemens and CDM Smith have completed audits at this rate (e.g., Manchester) so we are comfortable with such a specification;
- **Install and review the ten pilot installations during the field audit** with the goal to have a City decision on the 3000K vs. 4000K specification by the conclusion of the field audit. This will enable fixtures to be ordered as soon as possible following the audit/reconciliation work;
- **Specify a 1-2 week turnaround on the audit reconciliation** with Eversource billing inventory;
- **Require frequent submissions to Eversource during fixture installations.** In Manchester, we were required to submit billing adjustments weekly and we found that Eversource had difficulty keeping up. We will submit adjustments at whatever interval Eversource and the City agree is acceptable. Siemens carefully documented all submissions, providing the City with the ability to pursue retroactive credits as appropriate; and
- **Prioritize the fixtures at the 95% confidence level.** If there are areas that require additional photometric analysis or unique decorative fixtures, the City may consider authorizing ~95% of the project fixture order and return to the areas that require more study via a contract change order. This avoids delaying 95% of the City's potential savings for a small number of lights. The utility incentive and/or project contingency funds are often used as a potential funding source for these types of change orders.

Project Approach: LED Conversion

Each of the major project stages is summarized below in chronological order.

Audit

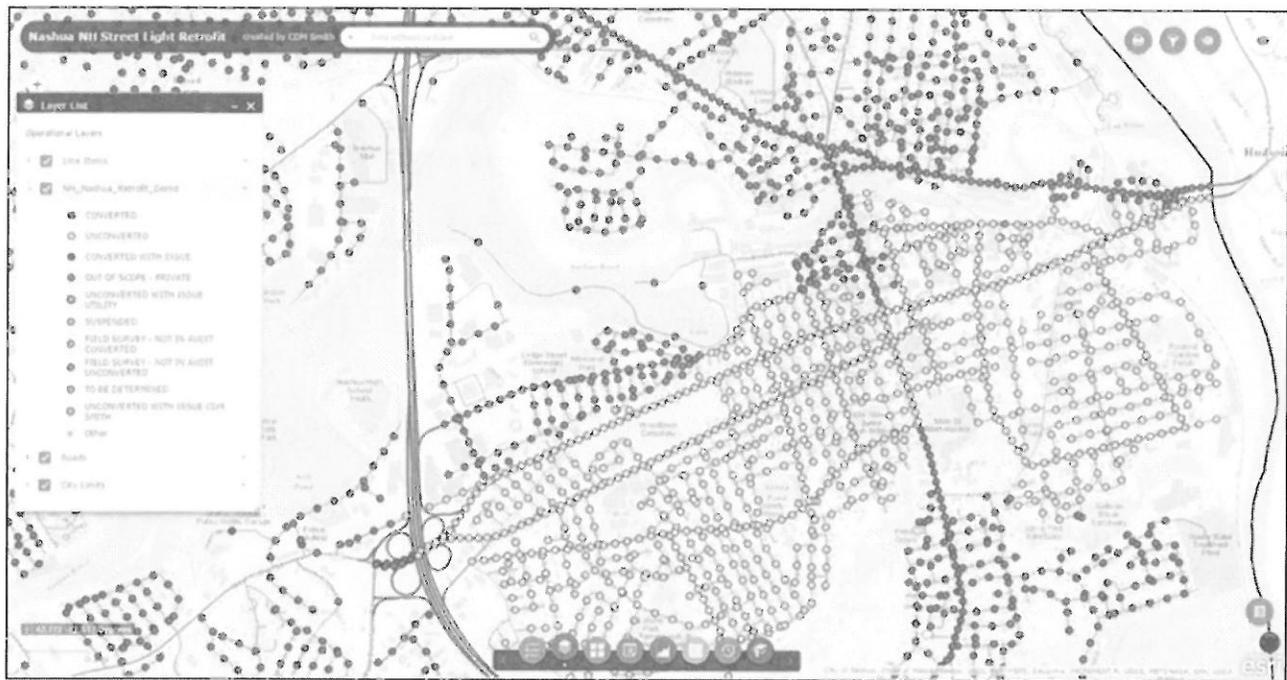
Siemens and CDM Smith will conduct a citywide field audit to reconcile the Eversource billing inventory with the field inventory and work with the City to confirm the number and type of fixtures to be included (which could include additional metered or unmetered outdoor lighting). We have proposed the use of a GIS data collection method utilizing the services of CDM Smith to expedite the audit phase and provide a web and map-based tool for the execution of the installation of the LED lighting and future maintenance. The fundamental purpose of the audit is to provide the City with a detailed financial analysis of the costs and benefits associated with the proposed LED retrofit project to justify expending funds for this initiative versus other alternative energy efficiency projects. The audit approach described in this section is based on our extensive experience with LED streetlight projects and our history of street light maintenance and installation as an electrical contractor. A completed audit for street lighting helps to provide the following:

- Baseline energy consumption data
- Accurate existing fixture counts for associated utility billing adjustments
- GIS-based light location data

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- Accurate existing fixture counts by road and area type to be used as an input for LED fixture selection/lighting design, material cost estimates, fixture procurement, and installation purposes
- An inventory database for asset management and future maintenance needs

A sample screen shot of what the GIS audit web map might look like for Nashua is shown below:



The following is a step-by-step overview of the audit process:

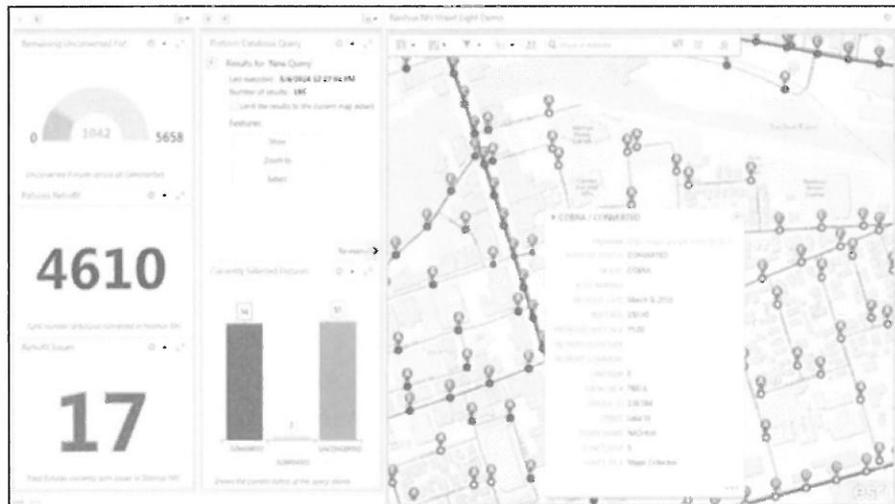
1. Our audit team/Energy Engineer will create an inventory of all "dusk to dawn" outdoor lighting using information provided by staff members who process monthly bills and energy provider invoices and those who are responsible for the maintenance of said facilities. We will also request an inventory file from Eversource or the City in Excel format, which will form the basis for the field audit of the majority of unmetered street lights. The remaining lights not on the inventory, as identified by City staff, may include decorative lighting, flood lights, spot lights, or wall pack lighting. Some lights will be metered and others will be unmetered and billed, on just a few or many separate accounts. Once existing inventory is compiled, a field verification of each street light is completed by the audit team. This survey will include several teams of individuals in order to complete the system-wide data collection effort in approximately 30 days. A subcontractor, CDM Smith, is proposed to complete the field audit.
2. A complete list of all feasible Energy Conservation Measures (ECM) is developed by the Energy Engineer from the survey results.
3. Utility and operational savings are calculated by the Energy Engineer for each measure.

4. Implementation and operational costs associated with each measure are then determined. Estimated construction costs are compiled by the Energy Engineer and Operations Manager.
5. Feasibility of ECM's (cost vs. savings) is then examined by the Energy Engineer. A draft list of feasible ECM's are developed based on the financials.
6. A joint meeting between Siemens and City staff will then be scheduled for mutual development of the final list of ECM's for proposed implementation. All stakeholders will be invited to this meeting(s). This step may include the installation of test fixtures.
7. Based on the results of the meeting, an audit report is submitted to the City for approval to reflect the mutually agreed upon final list of ECM's to be funded.

Final audit reports generally include the following:

1. Description of Existing System (Baseline);
2. Description of Proposed System;
3. Calculations of Energy Savings, Cost, and Resulting Simple Payback;
4. Description of Scope of Work;
5. Commissioning Plan; and
6. Measurement and Verification Plan (applicable only to performance contracts).

The Siemens-CDM Smith team believes that GIS mapping is a critical element of the audit phase in order to 1) reconcile the utility billing inventory which does not contain any X/Y coordinate data, 2) create a tool for tracking the audit, 3) to expedite installations by clearly displaying fixtures converted/not converted, and 4) to provide the customer with a future



asset management tool at the end of the project. We have used GIS mapping in all of our most recent projects and the City of Manchester, for example, would report that GIS mapping has been a critical component to the successful execution of the project. As a result of these experiences and positive customer feedback, we have proposed a GIS audit for this project.

The Siemens-CDM Smith team will staff our audit teams accordingly to accurately complete the work in the timeframe that the City requires. To provide a range from comparable large LED retrofit projects we have completed, the City of New Bedford GIS audit (9,000 fixtures) was audited in less than one month and the Cape Light Compact GIS audit (16,000+ fixtures) took approximately four months. Each project utilized a different number of audit teams to meet our customer-specified deadline.

Fixture Selection/Energy Savings Analysis

Fixture Selection

Siemens is familiar with both the quantitative and the qualitative benefits of converting from an HID street lighting system to an LED street lighting system. The improvements to the quality of light are founded on the fact that the system operates in a Mesopic environment¹, and that each lamp type (HPS, MH, MV, and LED) provides light that is perceived differently by the human eye. Under the conditions present in a roadway lighting system, the LED solution can have an initial lumen output from the fixture that is less than that of its HID counterpart, and still produce the same perceived environment depending on the Scotopic/Photopic (S/P) ratio, which is a correction factor determined by the spectrum of the light source, as recognized by the industry.



The Siemens' fixture selection approach is based on the perceived lumen methods, created by the Lawrence Berkley National Laboratory in July 1995². This approach has allowed Siemens to maximize energy savings for customers **without** sacrificing the quality of the lit environment. While energy savings is a driving factor for a system conversion, Siemens believes that a properly lit environment is as equally important as the energy & cost savings LED brings to the customer.

Siemens prefers to use new fixtures over retrofit kits when converting from HID to LED. However, in some instances using an Original Equipment Manufacturer (OEM) retrofit kit that has been designed for the existing fixture does make sense. Typically this is done only in the decorative styles, which usually account for 5% or less of the entire project scope.

All fixtures selected by Siemens are DLC listed, which is the base requirement set forth by Eversource in order for the customer to get rebates for installing more efficient fixtures. Past projects in New Hampshire have shown that Siemens is able to install fixtures that get the customer the maximum amount of energy efficiency rebates.

Siemens' design philosophy is to assist our customers in determining the appropriate balance between lighting levels and energy savings. This is a collaborative process which utilizes relevant design guidelines such as the Illuminating Engineering Society of North America (IESNA) RP-8 guidelines. RP-8 recommends wattages based on route classification and level of pedestrian conflict. Some roads may transition from commercial to residential and the lighting levels adjust accordingly. Additionally, the community's goals and site-specific variations would be taken into account, such as school areas, crosswalks, or public safety/crime issues. Siemens will provide various options and the financial considerations associated with each to aid in the decision making process. The end product should be relatively uniform lighting levels based on street classification and pedestrian activity.

¹ Luminance Levels ranging from 0.005 cd/m² – 5 cd/m²

² Reengineering of Lighting Photometry, S.M. Berman, LBNL-42327-L-213

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We specialize in maintenance, so we gravitate toward lighting fixtures that are well-designed and provide the longest proven maintenance-free service. We have extensive experience in assisting in the selection of appropriate fixtures, performing test installations, light level studies, and helping our customers promote the financial and environmental benefits of the initiative. Our objective is to provide both vendor neutral and objective information to the City, enabling informed decisions at each project phase.

Energy Savings Analysis

The baseline for the project will be calculated using the current energy consumption based upon the existing Eversource inventory and utility bills, adjusted as necessary based on the field audit. The change in energy consumption as a result of the streetlight conversion is the difference between the baseline and the "light-by-light" recommended LED replacement fixture. The energy savings will be calculated using the approved LM79 test results for the proposed fixtures to identify the new wattages and energy consumption of each proposed unit.

The baseline calculation for unmetered streetlights is simple and straightforward: fixture watts x number of fixtures at that wattage x assumed Eversource operating hours = fixture class kilowatt hours. This calculation is repeated for all fixture classes (wattages) and summed to equal the total energy use. The same method is used to compute energy use associated with new LED fixtures and the energy savings is the difference between the two. Energy savings in Year 1 is based on the customer's existing distribution and supply rates as confirmed by recent electric bills. Energy savings over a longer period generally assumes an annual escalation rate.

Operational savings is a customer-driven estimate as only the customer has the most accurate information regarding existing labor and materials costs if the streetlights were municipal-owned prior to the conversion. Also, the customer must determine if labor + benefit/pension costs should be assumed due to staff reduction or assumed as zero if current staff levels are to be maintained.

Based on our preliminary energy analysis from the vendor quotes received to date, Siemens anticipates that the City's energy saving, as measured in kilowatt-hours, will range from 60-65%. This represents an approximate 60-65% reduction in operating costs on both portions of the City's monthly charge: 1) charges are kWh-based and 2) reduction in fixed charges.

Procurement

For the purposes of this response to quantify the cost/benefit of various manufacturer options, Siemens explored the following options:

LED streetlight fixture pricing was sourced from the following 3 manufacturers:

- Leotek
- Philips
- Acuity

Wireless controls pricing was sourced from the following 3 manufacturers:

- Cimcon
- Philips CityTouch
- Acuity/ROAM

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After reviewing the quotes, the decision was made to present **Leotek/Cimcon** pairing in our base proposal since the combination of initial capital cost and 10-year operating costs were the lowest. For reference and further consideration, Acuity pricing was approximately 15% higher across the board, and Philips was approximately 46% higher. However, we also understand that the City may have other priorities and factors which may lead to selection of a different controls manufacturer.

To summarize: Siemens is a vendor neutral ESCO that self-performs the installation of LED streetlights; we are not a manufacturer of fixtures or controls and have no exclusive partnerships with particular vendors. For the purposes of the selection process and comparison of proposals, we are prepared to install the Leotek/Cimcon products priced in our base proposal. Our base cost proposal/no controls includes the Leotek fixture and Siemens' cost proposal with controls includes the Leotek fixture with Cimcon controls. Should the City request, Siemens would be willing to supply alternate cost proposals from other manufacturers.

Following approval of the City of a preferred manufacturer, Siemens will procure the selected fixtures. During the lead time prior to fixture arrival, we will work with the City to select staging areas for temporary product storage containers and receptacles for recycling of old fixtures, cardboard, etc. At this point, an initial project schedule will be submitted to the City and its representative members. Thereafter we will supply an updated schedule on a weekly basis as fixture ship dates and installation progress requires.

Wireless Controls Summary

Additional operational cost savings for LED streetlights can be realized through wireless controls in the following ways:

- a) Reducing billable energy usage by changing from assumed use to measured use. Wireless nodes which are "meter grade" node could report consumption less than existing use in the Eversource tariff for assumed annual operating hours. However, assumed operating hours could be equal or less than actual, which would eliminate potential savings.
- b) Scheduled on/off shortens operating hours from existing dusk to dawn operation, commonly referred to as "scheduled trimming;" and
- c) Scheduled dimming reduces overall consumption.

The incremental cost savings relative to trimming and/or dimming schedules generated via wireless controls technology is a function of a community's decision about the tradeoff of appropriate lighting levels versus desired energy/cost savings. For illustrative purposes, Siemens uses a 20% reduction in LED energy use as a mid-range of the various potential dimming or on/off schedules described above. Note: a 20% savings in "LED energy use" is not the same as the energy savings from the existing HPS system previously reported; the 20% savings is applied after the LED conversion savings has been calculated.

At this time, Eversource is not offering an incentive for controls, so the estimated incentive amount is unchanged. There is significant cost savings relative to installing controls at the time of the LED installation because a) the labor hours are much reduced as the electrician is already at each light to perform the retrofit, and b) the standard photocell replaced when the LED fixture was installed must be removed and replaced. Recent Siemens' analyses for other customers in New England indicate that the material cost for wireless controls would have to decrease by 60-70% to make deploying wireless controls after the retrofit, rather than during the retrofit, more cost-effective. Siemens typically examines the relative impact of wireless controls on the project cost and payback so that our customers

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can make an informed decision about whether to further pursue this option. Regardless of the community's choice, Siemens recommends the incorporation of a 7-pin photocell receptacle so that at a minimum, the LED fixtures installed via this project are "controls ready" so that wireless controls could be incorporated at a later date following Eversource tariff acceptance and if the future project cost/benefits are deemed acceptable by the City/Town.

Construction

Siemens Project Manager will staff work crews as necessary to adhere to schedule requirements to ensure that any delays related to fixture delivery or weather events are minimized. Again, a critical component of this effort is to communicate project status on a weekly basis. All LED installation work shall be performed by IBEW Licensed Electricians with IMSA Roadway Lighting Level I certification (or other certifications as required), and all installation work shall be paid at prevailing wage rates. All LED installation work shall be performed in accordance with the NEC, NESC, and OSHA provisions, and exclusively by individuals certified by OSHA as a "Qualified Electrical Worker." Siemens will also use this as an opportunity to use local union members.

Customer Acceptance/Project Commissioning/Rebate

Commissioning for outdoor lighting involves 1) a nighttime drive-by of streets with City representative(s), 2) submittals for billing adjustments, and 3) confirmation upon receipt of the next month's bill(s) that billing adjustments are accurate. We have found that one of the most important phases of any project is to visually confirm the post-project environment with the customer. We will conduct a nighttime "drive-by" with City officials to ensure that lighting levels are satisfactory. Common adjustments include: fixture shielding or rotating/tilting, lumen output adjustment, recommended tree trimming by City staff or their contractor, removal of closely spaced lights, or the addition of light(s) where fixture spacing is much greater than typical, resulting in unacceptable lighting levels.

Once the project is complete, the application form described previously is signed, indicating the work is complete and the final inventory file is submitted along with copies of all invoices. The final inventory file becomes the basis of the billing adjustments. Adjusting the billing frequently takes approximately 2 billing cycles on the utility side. During project close-out, we will request bill copies from the City to track and ensure the adjustments are correctly made.

During calendar 2015, Siemens assisted New England communities in securing over \$1.5M in utility rebates for LED streetlight retrofits, including \$400,000 for the City of Manchester. Our experience and understanding of how utility tariffs and incentive programs are structured allows us to maximize these incentives on the customer's behalf.

Warranty

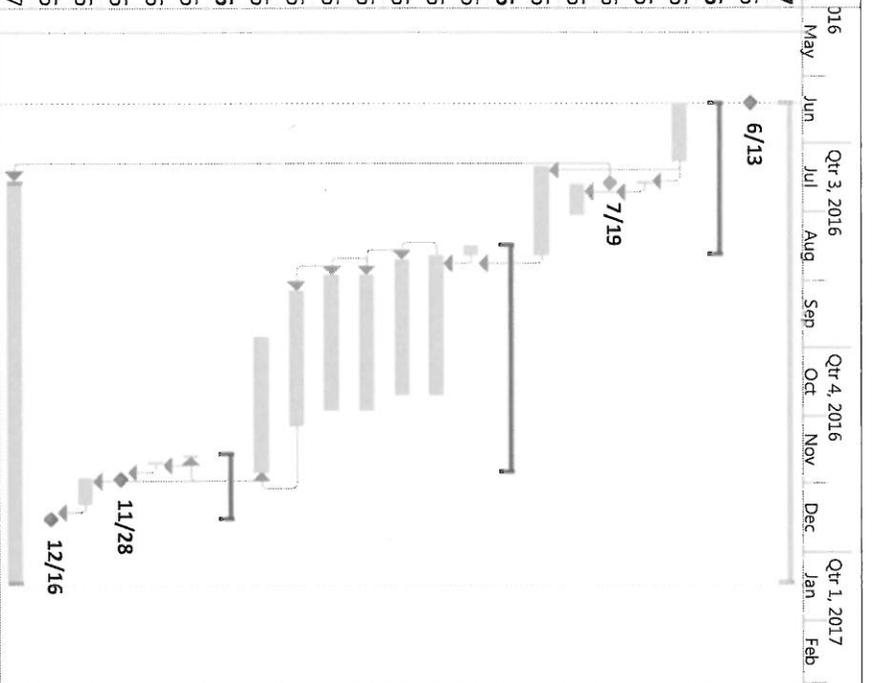
Once the project is accepted by the City as "substantially complete," the contract will transition from "project" to "service" status. Siemens' Service Account Manager will take over the project to dispatch repair crews, respond to customer requests, and issue invoices. Siemens' pricing includes a 12 month workmanship warranty on all labor and materials, post-substantial completion. After the one-year workmanship warranty expires, Siemens will pass through to the City (or Eversource, as appropriate) all manufacturers' warranties. All manufacturers Siemens quoted for this project offer a ten (10) year product warranty on all LED light fixtures.



Conceptual Schedule

The following page is a conceptual schedule showing staffing, product procurement lead time, and proposed monthly minimum installation quotas.

ID	Task Name	Duration	Start	Finish	Qtr 3, 2016	Qtr 4, 2016	Qtr 1, 2017
0	Nashua, NH SL Conversion Project	155 days	Mon 6/13/16	Sun 1/15/17			
1	Contract Award	0 days	Mon 6/13/16	Mon 6/13/16			
2	Pre-Construction	50 days	Mon 6/13/16	Fri 8/19/16			
3	Install 3000K fixtures - Trial Period	20 days	Mon 6/13/16	Fri 7/8/16			
4	Pre-construction meeting	1 day	Mon 7/18/16	Mon 7/18/16			
5	NOTICE TO PROCEED	0 days	Tue 7/19/16	Tue 7/19/16			
6	Obtain Permits	10 days	Tue 7/19/16	Mon 8/1/16			
7	Material Order and Delivery	6 wks	Mon 7/11/16	Fri 8/19/16			
8	Construction	74 days	Tue 8/16/16	Fri 11/25/16			
9	Mobilization	4 days	Tue 8/16/16	Fri 8/19/16			
10	Crew 1 - Streetlight Fixture Conversion @~120/Wk	9 ewks	Fri 8/19/16	Fri 10/21/16			
11	Crew 2 - Streetlight Fixture Conversion @~120/Wk	9 wks	Mon 8/22/16	Fri 10/21/16			
12	Crew 3 - Streetlight Fixture Conversion @~120/Wk	9 wks	Mon 8/29/16	Fri 10/28/16			
13	Crew 4 - Streetlight Fixture Conversion @~120/Wk	9 wks	Mon 8/29/16	Fri 10/28/16			
14	Crew 5 - Streetlight Fixture Conversion @~120/Wk	9 wks	Mon 9/5/16	Fri 11/4/16			
15	Punch List creation and clearance	9 wks	Mon 9/26/16	Fri 11/25/16			
16	Project Close-Out	21 days	Fri 11/18/16	Fri 12/16/16			
17	Project Drive-around	1 day	Fri 11/18/16	Fri 11/18/16			
18	Project Drive-around	1 day	Mon 11/21/16	Mon 11/21/16			
19	Project Acceptance	0 days	Mon 11/28/16	Mon 11/28/16			
20	Updates in Billing and Rebates	10 days	Mon 11/28/16	Fri 12/9/16			
21	Project Complete - Start of Warranty	0 days	Fri 12/16/16	Fri 12/16/16			
22	LD Duration	180 edays	Tue 7/19/16	Sun 1/15/17			



Task	Inactive Summary	External Tasks
Split	Manual Task	External Milestone
Milestone	Duration-only	Deadline
Summary	Manual Summary Rollup	Progress
Project Summary	Manual Summary	Manual Progress
Inactive Task	Start-only	
Inactive Milestone	Finish-only	

Project: Nashua, NH SL Conversio
Date: Thu 5/12/16



Attachment B – Cost Proposal

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Appendix A – Resumes

Clint Schuckel

Account Manager

Summary

Mr. Schuckel is the customer's single point of contact for Siemens LED retrofit street lighting projects, ensuring the best possible outcome for our clients. Prior to becoming an Account Manager, Clint served as an Energy Engineer for approximately 25,000 LED streetlight conversions in nearly 30 Massachusetts municipalities since joining Siemens in 2012.

As an Energy Engineer, Clint provided technical support to these efforts by completing the design and energy analysis for outdoor lighting projects, securing the maximum available utility rebates on behalf of customers, facilitating the purchase of street lights from the local electric utility, and providing engineering assistance for traffic signal projects. As a former municipal official who for nearly a decade was responsible for the maintenance of thousands of street lights and traffic signals and led related energy efficiency efforts, Clint understands the many components of city and town infrastructure energy efficiency projects that result in favorable public reaction, significant financial cost and energy savings, and the successful completion of contracts on schedule and budget.

Education

Bachelor of Science, Civil Engineering/Municipal Program, University of Michigan

Master of Science, Civil Engineering/Transportation Program, Texas A&M University

Employment History

2012 - Present

Siemens Industry, Inc.

2013-Present, Account Manager

2012-2013, Senior Project Engineer

Responsibilities include:

- Primary contact with customer
- Siemens interface for contractual and finance issues
- Assist with time schedules
- Assist with documentation

2003 -2012

Director of Transportation Division, City of Newton DPW, MA

2002 – 2003

Transportation Engineer, Howard/Stein-Hudson Associates

2000 – 2002

Civil/Transportation Engineer, Vollmer Associates LLP

1997 – 2000

Project Engineer, Bellomo-McGee Inc

1996 – 1997

Research Assistant, Texas Transportation Institute

Reference Projects

City of Manchester Street Light Conversion

Role: Account Manager

Project Details: Street light conversion and maintenance contract for 9,000 lights

Completed: Active contract

City of New Bedford Street Light Conversion

Role: Account Manager

Project Details: Street light conversion and maintenance contract for 10,000 lights

Completed: Active contract

Cape Light Compact Street Light Retrofit

Role: Account Manager

Project Details: Streetlight retrofit for 8,100 lights for multiple cities

Completed: Active Contract

Certifications

- Professional Engineer (Massachusetts – Civil #45080)
- Professional Traffic Operations Engineer (ITE – #1036)
- Roadway Lighting Fundamentals and Analysis, LightFair Institute
- IMSA Work Zone Safety, Traffic Signal Technician II
- Roadway Lighting I, Traffic Signal Inspector

Richard O'Hearn Jr., CEM

Senior Energy Engineer

Summary

Mr. O'Hearn has over 7 years in the roadway lighting industry, focusing on turnkey & energy efficiency projects on the national level. He has acted as a consultant for a joint venture between the U.S. Dept. of Energy & the National Renewable Energy Labs, as the industry expert in roadway lighting data collection. Since joining Siemens Mr. O'Hearn has been involved in numerous energy analysis projects and has added rich value and expertise to each opportunity he has been assigned.

Education

Post-Bachelors Program, Accounting; University of Massachusetts Dartmouth
Bachelor of Science, International Business; Massachusetts Maritime Academy

Employment History

2014 – Present

Energy Engineer, Siemens Industry, Inc.

Responsibilities include:

- Utility analysis
- GIS data oversight
- Luminaire selection
- Energy calculations
- Utility bill adjustments
- Rebate calculations & applications
- Energy Assessments
- Investment Grade Audits
- Project Energy Management
- Guaranteed Energy Savings Analysis and Management

2014 – 2014

Program Manager, Lighting Solutions, ConserVision Energy

2012 – 2014

Sr. Project Manager, Phillips Lighting

2007 – 2012

Applications Engineer, Speclines

Reference Projects

City of Manchester Street Light Conversion

Role: Energy Engineer

Project Details: Street light conversion and maintenance contract for 9,000 lights

Completed: Active contract

City of New Bedford Street Light Conversion

Role: Energy Engineer

Project Details: Street light conversion and maintenance contract for 10,000 lights

Completed: Active contract

Cape Light Compact Street Light Retrofit

Role: Energy Engineer

Project Details: Streetlight retrofit for 8,100 lights for multiple cities

Completed: Active Contract

Other Experience Relevant to this Project

AutoCAD, Lighting Design, Project Management, Facility Simulations

Certifications

Certified Energy Manager (CEM), Association of Energy Engineers; 3/2013

AGi32: Emphasis on Roadway Lighting & Design, Lighting Analysis; 3/2010

Professional Associations

Plymouth Energy Committee (Plymouth, MA), Committee Member; 6/2013 - Current

David Spence

Senior Commercial Project Manager & Technical Project Manager

Summary

Mr. Spence has over 17 years of experience with Siemens in Technical and Commercial Project Management and Material Handling, Infrastructure, Traffic Solutions, and Energy Solution projects. He is experienced in Customer Service and Customer Relationships. Mr. Spence has managed installation teams ranging from 12 to 60 employees and is an expert in financial analysis and controls on customer projects.

Education

Master of Science in Business, Accounting; University of Phoenix

Bachelor of Science in Business, Accounting; University of Phoenix

Associate's Degree, Contract Management; George Washington University

Employment History

1997 – Present

Siemens Industry, Inc.

2014-Present, Senior Commercial Project Manager & Technical Project Manager

2010-2014, Senior Project Manager

2007-2010, Commercial Project Manager

1997-2007, Project Manager

Current responsibilities include:

- Manage all aspects of the construction phase of projects
- Manage financial aspects, including timeline, deadlines, and financial obligations
- Manage project schedules
- Supervise and manage all third parties, including subcontractors and suppliers
- Supervise and manage all project team members as they relate to the current project
- Ensure projects are completed on time and in budget

Reference Projects

City of Manchester Street Light Conversion

Role: Commercial Project Manager and Technical Project Manager

Project Details: Street light conversion and maintenance contract for 9,000 lights

Completed: Active contract

City of New Bedford Street Light Conversion

Role: Commercial Project Manager

Project Details: Street light conversion and maintenance contract for 10,000 lights

Completed: Active contract

Cape Light Compact Street Light Retrofit

Role: Commercial Project Manager

Project Details: Streetlight retrofit for 8,100 lights for multiple cities

Completed: Active Contract

Other Experience Relevant to this Project

Electrician and Electronic Controls Technician, US Navy trained

Certified Classroom Instructor, US Navy trained

MS Project, MS Office, SAP

Certifications

Project Management Professional, Project Management Institute; May, 2006

PM3@Siemens, Siemens Project Management Excellence, September 2007

Certified Manager, Institute of Certified Professional Managers; October 2013

Bryson J. Koziell, GISP

CDM Smith GIS Project Manager

Mr. Koziell has over 15 years experience in the design and implementation of geographic information systems (GIS) and associated databases, including implementation of municipal applications; water, wastewater, and storm drain conversion projects; and the use of GIS for asset management, planning, and environmental issues. Mr. Koziell has experience with a wide range of GIS related software packages and has also integrated GIS data with a variety of modeling and asset management software.

Project Manager, Siemens City-Wide Light Pole Audit, New Bedford, Massachusetts.

Mr. Koziell has recently completed work with Siemens and New Bedford on a City-Wide field data collection effort to inventory approximately 9,500 light poles and traffic control pedestals.

Task Manager, Enterprise GIS Development, Manchester, New Hampshire. Mr. Koziell has worked extensively with multiple City departments over the last 15 years helping to implement a city-wide enterprise GIS environment.

Task Manager, Asset Management Development & Implementation, US Naval Facilities Engineering Command, Atlantic (NAVFAC). Mr. Koziell is working with NAVFAC to develop, test, and implement a process for inventorying all utility property (water, sewer, gas, electric and steam) across multiple NAVFAC locations.

GIS Specialist, Enterprise GIS Development, Springfield Water and Sewer Commission (SWSC), Massachusetts. For the past 5 years, Mr. Koziell has worked closely with SWSC staff on the development of an enterprise wide geographic information system.

Task Manager, Enterprise GIS Implementation and Asset Management Integration, Narragansett Bay Commission (NBC), Rhode Island. Mr. Koziell was responsible for the design and implementation of an enterprise wide GIS that included database design, software implementation, custom web site development, and integration with the NBC's Hansen asset management system.

Education

B.S. - Geography,
Terrain Analysis,
Plymouth State
University, 1998

Certifications

Geographic
Information Systems
Professional
Certification

Esri ArcGIS Desktop
Associate

Eric C. Pescatore, CFM, ENV SP, GISP

CDM Smith GIS Task Manager

Mr. Pescatore is a GIS specialist with 11 years of experience developing GIS data for municipal client's stormwater, wastewater and asset management systems. He has extensive experience with the Nation Flood Insurance Program (NFIP) in both the Map Modernization (MapMOD) and RiskMap iterations of the program. Mr. Pescatore has assisted and deployed multiple field data acquisition and inspections applications on multiple platforms (iOS, Trimble, Android). He is proficient with ESRI's ArcGIS suite of programs, ArcGIS Desktop, ArcSDE, various ESRI extensions, and is well versed in the development of ArcGIS Online (AGO) solutions. He is the leading Expert within the company in regards to Google Earth Enterprise (GEE) and 3D visualizations of GIS data. Mr. Pescatore is a certified ENV SP and has worked on a variety of Green Infrastructure related projects, assisting in both the evaluation process for Envision™ certification along with shaping sustainable best practices with the firm. Additionally, his studies include remote sensing, hydrology, statistics, qualitative analyses, flood plain modeling/mapping, and exposure to multiple programming languages (Java, VB, Python, and ArcObjects), SharePoint development, HAZUS, and environmental planning.

Task Manager for Field Data Collection, Siemens City-Wide Light Pole Audit, New Bedford, Massachusetts. Mr. Pescatore is working with Siemens and New Bedford on a City-Wide field data collection effort to inventory approximately 9,500 light poles and traffic control pedestals.

Task Manager, City of New Bedford (Various Tasks). Mr. Pescatore is currently assisting the City of New Bedford in implementing a CMMS system, as part of this need, the city required further refinement of their existing GIS Inventory.

GIS Specialist, NYCDEP Office of Green Infrastructure OGI: Design Services Contract 3, New York. Mr. Pescatore is the GIS lead on this green infrastructure design project for the Flushing Bay combined sewer tributary area BB-008.

GIS Specialist, NYCDEP Edenwald Houses Green Infrastructure Planning and Design, Bronx, New York. Mr. Pescatore assisted in the development of the supporting GIS data required for the planning and design of proposed green infrastructure development at Edenwald Houses, the largest New York City Housing Authority (NYCHA) development in the Bronx with 41 buildings on nearly 53 acres.

GIS Specialist, City of Malden, Massachusetts, (CWMP, Multiple Projects)

Mr. Pescatore has assisted with the management and development of the City of Malden GIS utility data and prepared the final deliverable to the client.

Education

B.S. – Geography (GIS),
Clark University, 2003

B.A - Studio Arts
(Graphic Design),
Clark University, 2003

Certifications

Institute for
Sustainable
Infrastructure (ISI)
Envision™
Sustainability
Professional (ENV SP),
2013

Certified GIS
Professional (GISP),
2011

Certified Floodplain
Manager (CFM), 2008



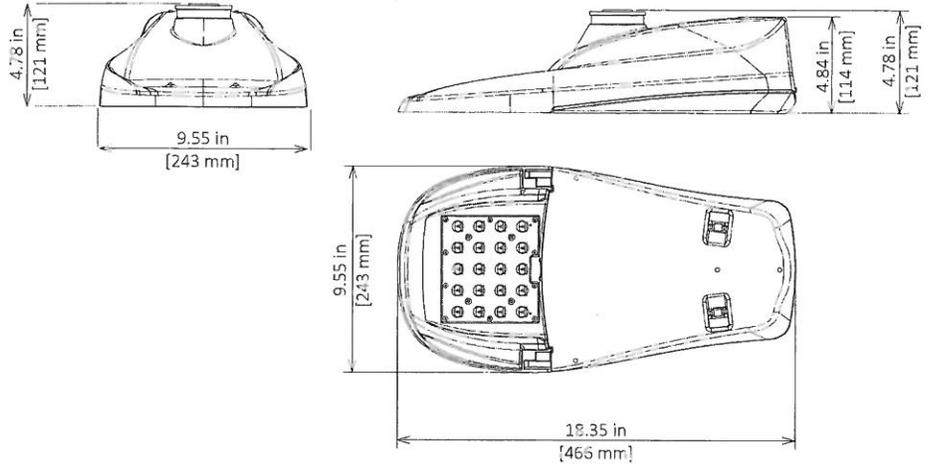
Appendix B – Technical Data Sheets

The technical data sheets for LeoTex/Cimcon follow this page.

GreenCobra™ Jr. LED Street Light GCJ

Luminaire Data

Weight 7 lbs [3.2 kg]
EPA 0.39 ft²



Ordering Information

Sample Catalog No. GCJ1 20G MV NW 2 GY 580

Product	LED No. & Type	Voltage	Color Temperature	Distribution	Finish	Drive Current ¹	Options		
GCJ1	350mA to 700mA	20G	MV 120-277V	WW 3000K	2 Type 2	350 ² 350mA	FDC ⁴ Fixed Drive Current		
				NW 4000K			3 Type 3	580 ² 580mA	LPCR Less Photocontrol Receptacle
				CW 5000K				700 700mA	PCR5 ⁵ ANSI 5-wire Photocontrol Receptacle
GCJ2	700mA to 1A	20G	MV 120-277V	2 Type 2	3 Type 3	1A ³ 1A	PCR7 ⁵ ANSI 7-wire Photocontrol Receptacle		
							PCR5-CR ⁶ Control Ready 5-wire PC Receptacle		
							PCR7-CR ⁶ Control Ready 7-wire PC Receptacle		
							WL Utility Wattage Label		
							4B 4-Bolt Mounting Bracket		
DSC Door Safety Cable									
RWG Rubber Wildlife Guard									

Notes:

- 1 Factory set drive current, field adjustable standard. Refer to Performance Data Table. Consult factory if wattage limits require a special drive current.
- 2 350mA and 580mA drive current available with GCJ1 only.
- 3 1A drive current available with GCJ2 only.
- 4 Non-field adjustable, fixed drive current. Specify required drive current. Not available with PCR5-CR or PCR7-CR options.
- 5 Field adjustable current selector included. Wireless node dimming is disabled, field changeable connectors included to enable dimming with PCR5/7.
- 6 Control-ready wiring at factory for wireless node dimming. Default maximum drive current (700mA or 1A) must be specified.
- 7 Flush mounted house side shield. Shield cuts light off at 1/2 mounting height behind luminaire.
- 8 Flush mounted cul-de-sac shield. Shield cuts light off at 1/2 mounting height behind luminaire and 1-1/2 mounting height on either side of luminaire.
- 9 Specify Color (GY, DB, BK)

Accessories*

HSS ⁷	House Side Shield, Snap-On*
CSS ⁸	Cul-De-Sac Side Shield, Snap-On*
SPB ⁹	Square Pole Horizontal Arm Bracket
RPB ⁹	Round Pole Horizontal Arm Bracket
PTB ⁹	Pole Top Tenon Horizontal Arm Bracket
WB ⁹	Wall Horizontal Arm Bracket
BSK	Bird Deterrent Spider Kit
PC	Twist Lock Photocontrol
LLPC	Long-Life Twist Lock Photocontrol
SC	Twist Lock Shorting Cap

*Accessories are ordered separately and not to be included in the catalog number. For factory installed HSS, CSS specify as option in luminaire catalog number.

GreenCobra™ Jr. LED Street Light GCJ

Luminaire Specifications

Housing

Die cast aluminum housing with universal two-bolt slip fitter mounts to 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter mast arm. One-piece aluminum housing provides passive heat-sinking of the LEDs and has upper surfaces that shed precipitation. Four-bolt mounting bracket is available. Mounting provisions meet 3G vibration per ANSI C136.31-2001 Normal Application, Bridge & Overpass. Mounting has leveling adjustment from ± 5° in 2.5° steps. Electrical components are accessed without tools via a high-strength, non-conductive polycarbonate door with quick-release latches. Polycarbonate material meets UL 746C for outdoor usage. Available rubber wildlife guard (RWG option) conforms to mast arm with no gaps.

Light Emitting Diodes

Hi-flux/Hi-power white LEDs produce a minimum of 90% of initial intensity at 100,000 hours of life based on IES TM-21. LEDs are tested in accordance with IES LM-80 testing procedures. LEDs have correlated color temperature of 3000K (WW), 4000K (NW), or 5000K (CW) and 70 CRI minimum. LEDs are 100% mercury and lead free.

Optical Systems

Micro-lens optical systems produce IESNA Type 2 or Type 3 distributions and are fully sealed to maintain an IP66 rating. Luminaire produces 0% total lumens above 90° (BUG Rating, U=0). Optional house side shield cuts light off at 1/2 mounting height behind luminaire. Cul-de-sac shield provides back and side light control for end of cul-de-sac applications. Both shields are field installable without tools.

Electrical

Rated life of electrical components is 100,000 hours. Uses isolated power supply that is 1-10V dimmable. Power supply is wired with quick-disconnect terminals. LED drive current can be changed in the field to adjust light output for local conditions (not available with PCR5-CR or PCR7-CR options). Power supply features a minimum power factor of .90 and <20% Total Harmonic Distortion (THD). EMC meets or exceeds FCC CFR Part 15. Terminal block accommodates 2 to 14 gauge wire. Surge protection complies with IEEE/ANSI C62.41 Category C High, 20kV/10kA.

Controls

3-Wire photocontrol receptacle is standard. ANSI C136.41 5-wire (PCR5) or 7-wire (PCR7) photocontrol receptacles are available. All photocontrol receptacles have tool-less rotatable bases. Wireless control module is provided by others.

Finish

Housing receives a durable, fade-resistant polyester powder coat finish. Finish tested to withstand 3000 hours in salt spray exposure per ASTM B117. Finish tested 500 hours in UV exposure per ASTM G154 and meets ASTM D523 gloss retention.

Listings/Ratings/Labels

Luminaires are UL listed for use in wet locations in the United States and Canada. DesignLights Consortium™ qualified 120-277V product.² International Dark Sky Association listed. Luminaire is qualified to operate at ambient temperatures of -40°C to 40°C. Assembled in the U.S.A

Photometry

Luminaires photometrics are tested by certified independent testing laboratories in accordance with IES LM-79 testing procedures.

Warranty

10-year limited warranty is standard on luminaire and components.

Performance Data

All data nominal, consult factory for IES files or LM-79 reports.

Product	Drive Current (mA)	System Wattage (W)	Delivered Lumens (Lm) ¹	Efficacy (Lm/W)	Type 2	Type 3
					BUG Rating	BUG Rating
GCJ1	350	24	2400	100	B1 U0 G1	B1 U0 G1
	580	38	3700	97	B1 U0 G1	B1 U0 G1
	700	48	4400	92	B1 U0 G1	B1 U0 G1
GCJ2	700	48	4400	92	B1 U0 G1	B1 U0 G1
	1000	74	5900	80	B1 U0 G2	B2 U0 G2

Notes:

1 Nominal lumens. Normal tolerance ± 10% due to factors including distribution type, LED bin variance, and ambient temperatures.

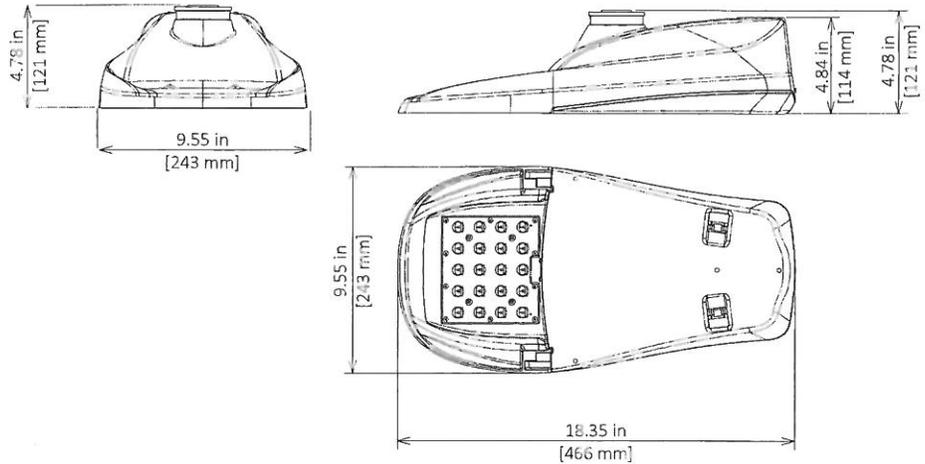
2 Not all versions DLC qualified. Consult qualified product list at www.designlights.org for latest product listing.

GreenCobra™ Jr. LED Street Light GCJ

Luminaire Data

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EPA 0.39 ft²



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GCJ1 350mA to 700mA	20G	MV 120-277V	WW 3000K	2 Type 2 3 Type 3	GY Gray DB Dark Bronze BK Black	350 350mA	FDC ⁴ Fixed Drive Current LPCR Less Photocontrol Receptacle PCR5 ⁵ ANSI 5-wire Photocontrol Receptacle PCR7 ⁵ ANSI 7-wire Photocontrol Receptacle PCR5-CR ⁶ Control Ready 5-wire PC Receptacle PCR7-CR ⁶ Control Ready 7-wire PC Receptacle WL Utility Wattage Label 4B 4-Bolt Mounting Bracket DSC Door Safety Cable RWG Rubber Wildlife Guard
GCJ2 700mA to 1A			NW 4000K CW 5000K			580 ² 580mA 700 700mA 1A ³ 1A	

Notes:

- 1 Factory set drive current, field adjustable standard. Refer to Performance Data Table. Consult factory if wattage limits require a special drive current.
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- 8 Flush mounted cul-de-sac shield. Shield cuts light off at 1/2 mounting height behind luminaire and 1-1/2 mounting height on either side of luminaire.
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Accessories*

HSS ⁷	House Side Shield, Snap-On*
CSS ⁸	Cul-De-Sac Side Shield, Snap-On*
SPB ⁹	Square Pole Horizontal Arm Bracket
RPB ⁹	Round Pole Horizontal Arm Bracket
PTB ⁹	Pole Top Tenon Horizontal Arm Bracket
WB ⁹	Wall Horizontal Arm Bracket
BSK	Bird Deterrent Spider Kit
PC	Twist Lock Photocontrol
LLPC	Long-Life Twist Lock Photocontrol
SC	Twist Lock Shorting Cap

*Accessories are ordered separately and not to be included in the catalog number. For factory installed HSS, CSS specify as option in luminaire catalog number.

GreenCobra™ Jr. LED Street Light GCJ

Luminaire Specifications

Housing

Die cast aluminum housing with universal two-bolt slip fitter mounts to 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter mast arm. One-piece aluminum housing provides passive heat-sinking of the LEDs and has upper surfaces that shed precipitation. Four-bolt mounting bracket is available. Mounting provisions meet 3G vibration per ANSI C136.31-2001 Normal Application, Bridge & Overpass. Mounting has leveling adjustment from ± 5° in 2.5° steps. Electrical components are accessed without tools via a high-strength, non-conductive polycarbonate door with quick-release latches. Polycarbonate material meets UL 746C for outdoor usage. Available rubber wildlife guard (RWG option) conforms to mast arm with no gaps.

Light Emitting Diodes

Hi-flux/Hi-power white LEDs produce a minimum of 90% of initial intensity at 100,000 hours of life based on IES TM-21. LEDs are tested in accordance with IES LM-80 testing procedures. LEDs have correlated color temperature of 3000K (WW), 4000K (NW), or 5000K (CW) and 70 CRI minimum. LEDs are 100% mercury and lead free.

Optical Systems

Micro-lens optical systems produce IESNA Type 2 or Type 3 distributions and are fully sealed to maintain an IP66 rating. Luminaire produces 0% total lumens above 90° (BUG Rating, U=0). Optional house side shield cuts light off at 1/2 mounting height behind luminaire. Cul-de-sac shield provides back and side light control for end of cul-de-sac applications. Both shields are field installable without tools.

Electrical

Rated life of electrical components is 100,000 hours. Uses isolated power supply that is 1-10V dimmable. Power supply is wired with quick-disconnect terminals. LED drive current can be changed in the field to adjust light output for local conditions (not available with PCR5-CR or PCR7-CR options). Power supply features a minimum power factor of .90 and <20% Total Harmonic Distortion (THD). EMC meets or exceeds FCC CFR Part 15. Terminal block accommodates 2 to 14 gauge wire. Surge protection complies with IEEE/ANSI C62.41 Category C High, 20kV/10kA.

Controls

3-Wire photocontrol receptacle is standard. ANSI C136.41 5-wire (PCR5) or 7-wire (PCR7) photocontrol receptacles are available. All photocontrol receptacles have tool-less rotatable bases. Wireless control module is provided by others.

Finish

Housing receives a durable, fade-resistant polyester powder coat finish. Finish tested to withstand 3000 hours in salt spray exposure per ASTM B117. Finish tested 500 hours in UV exposure per ASTM G154 and meets ASTM D523 gloss retention.

Listings/Ratings/Labels

Luminaires are UL listed for use in wet locations in the United States and Canada. DesignLights Consortium™ qualified 120-277V product.² International Dark Sky Association listed. Luminaire is qualified to operate at ambient temperatures of -40°C to 40°C. Assembled in the U.S.A

Photometry

Luminaires photometrics are tested by certified independent testing laboratories in accordance with IES LM-79 testing procedures.

Warranty

10-year limited warranty is standard on luminaire and components.

Performance Data

All data nominal, consult factory for IES files or LM-79 reports.

Product	Drive Current (mA)	System Wattage (W)	Delivered Lumens (Lm) ¹	Efficacy (Lm/W)	Type 2	Type 3
					BUG Rating	BUG Rating
GCJ1	350	24	2400	100	B1 U0 G1	B1 U0 G1
	580	38	3700	97	B1 U0 G1	B1 U0 G1
	700	48	4400	92	B1 U0 G1	B1 U0 G1
GCJ2	700	48	4400	92	B1 U0 G1	B1 U0 G1
	1000	74	5900	80	B1 U0 G2	B2 U0 G2

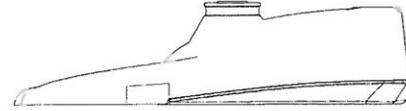
Notes:

- 1 Nominal lumens. Normal tolerance ± 10% due to factors including distribution type, LED bin variance, and ambient temperatures.
- 2 Not all versions DLC qualified. Consult qualified product list at www.designlights.org for latest product listing.

GreenCobra™ Jr. LED Street Light GCJ

Luminaire Data

Weight 7 lbs [3.2 kg]
EPA 0.39 ft²



Ordering Information

Sample Catalog No. GCJ1 20G MV NW 2 GY 580

Product	LED No. & Type	Voltage	Color Temperature	Distribution	Finish	Drive Current ¹	Options
GCJ1	350mA to 700mA	20G	MV 120-277V	2 Type 2 3 Type 3	GY Gray DB Dark Bronze BK Black	350 ²	FDC ⁴ Fixed Drive Current
						580 ²	LPCR Less Photocontrol Receptacle
GCJ2	700mA to 1A	20G	MV 120-277V	2 Type 2 3 Type 3	GY Gray DB Dark Bronze BK Black	700	PCR5 ⁵ ANSI 5-wire Photo-control Receptacle
						1A ³	PCR7 ⁵ ANSI 7-wire Photo-control Receptacle
							PCR5-CR ⁶ Control Ready 5-wire PC Receptacle
							PCR7-CR ⁶ Control Ready 7-wire PC Receptacle
							WL Utility Wattage Label
	4B 4-Bolt Mounting Bracket						
	DSC Door Safety Cable						
	RWG Rubber Wildlife Guard						

Notes:

- 1 Factory set drive current, field adjustable standard. Refer to Performance Data Table. Consult factory if wattage limits require a special drive current.
- 2 350mA and 580mA drive current available with GCJ1 only.
- 3 1A drive current available with GCJ2 only.
- 4 Non-field adjustable, fixed drive current. Specify required drive current. Not available with PCR5-CR or PCR7-CR options.
- 5 Field adjustable current selector included. Wireless node dimming is disabled, field changeable connectors included to enable dimming with PCR5/7.
- 6 Control-ready wiring at factory for wireless node dimming. Default maximum drive current (700mA or 1A) must be specified.
- 7 Flush mounted house side shield. Shield cuts light off at 1/2 mounting height behind luminaire.
- 8 Flush mounted cul-de-sac shield. Shield cuts light off at 1/2 mounting height behind luminaire and 1-1/2 mounting height on either side of luminaire.
- 9 Specify Color (GY, DB, BK)

Accessories*

HSS ⁷	House Side Shield, Snap-On*
CSS ⁸	Cul-De-Sac Side Shield, Snap-On*
SPB ⁹	Square Pole Horizontal Arm Bracket
RPB ⁹	Round Pole Horizontal Arm Bracket
PTB ⁹	Pole Top Tenon Horizontal Arm Bracket
WB ⁹	Wall Horizontal Arm Bracket
BSK	Bird Deterrent Spider Kit
PC	Twist Lock Photocontrol
LLPC	Long-Life Twist Lock Photocontrol
SC	Twist Lock Shorting Cap

Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen

From: Jim Donchess

Date: 5/19/16

Re: To Approve Contracts for Admin Services to Anthem BlueCross and Blue Shield, Harvard Pilgrim Healthcare and The Hartford.

Pursuant to NRO § 5-90 (E) which states that approval by the Finance Committee of a contract award in excess of \$1,000,000 shall be submitted to the full Board of Aldermen at its next regularly scheduled meeting for final approval prior to award of the contract, please consider the following. The Finance Committee approved the award of the below referenced contracts at their May 18, 2016 meeting. I request the Board of Aldermen's concurrence and approval for this purchase.

To Approve Contracts for Admin Services to Anthem BlueCross and Blue Shield, Harvard Pilgrim Healthcare and The Hartford. – Attached please find Purchasing Manager's Memo # 16-140 regarding these contracts.



THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

May 12, 2016
Memo #16-140

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: TO APPROVE CONTRACTS FOR ADMIN SERVICES TO ANTHEM BLUECROSS AND
BLUE SHIELD, HARVARD PILGRIM HEALTHCARE AND THE HARTFORD (VALUE:
NOT TO EXCEED \$1,395,000)
DEPARTMENT: HUMAN RESOURCES; FUND: BENEFITS SELF INSURANCE FUND

Please see attached communication from Larry Budreau, Human Resources Director dated May 10, 2016 for the information related to these contract awards.

The Human Resources Director the CEO and the Purchasing Department recommend awarding these contracts to Anthem BlueCross Blue Shield in an amount not to exceed \$1,140,000, Harvard Pilgrim HealthCare in an amount not to exceed \$255,000 and The Hartford in an amount not to exceed \$0.15 per \$1,000 of AD&D insurance per month.

Respectfully,

Dan Kooker
Purchasing Manager

Cc: L Budreau J Griffin