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THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan  
Commissioner

William Cass, P.E.  
Assistant Commissioner

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, NH 03301

Bureau of Turnpikes  
July 13, 2018

**REQUESTED ACTION**

1. Authorize the Department of Transportation to enter into a contract with Affinity LED Light LLC ,  
Portsmouth, NH (Vendor #277448) on the basis of a low bid in the amount of \$730,078.96 for  
conversion of highway lighting from existing Mercury Vapor (MV) and High Pressure Sodium  
(HPS) to Light Emitting Diode (LED) fixtures currently covered under tariff agreements with both  
Eversource and Unitil within the State, effective upon Governor and Council Approval through July  
12, 2019. 52% Highway Funds, 48% Turnpike Funds.

Funding is available for FY 2019 as follows:

	<u>FY 2019</u>
04-096-096-960515-3007 Highway Maintenance	
400-500869 Construction Repair Materials	\$378,668.60
04-096-096-961017-7025 Turnpike Renewal and Replacement	
400-500869 Construction Repair Materials	\$351,410.36

2. Further authorize that a contingency in the amount of \$36,503.95 be approved for payment of  
latent conditions, which may appear during the life of the project. The contingency requested is 5%  
of the contract amount.

	<u>FY 2019</u>
04-096-096-960515-3007 Highway Maintenance	
023-500291 Electricity	\$18,982.05
04-096-096-961017-7025 Turnpike Renewal and Replacement	
400-500869 Construction Repair Materials	\$17,521.90

## EXPLANATION

The New Hampshire Department of Transportation-Division of Operations (Department) is contracting services for the conversion of highway lighting from existing Mercury Vapor (MV) and High Pressure Sodium (HPS) to Light Emitting Diode (LED) fixtures.

The effort will be to transition to a more efficient lighting infrastructure by implementing a technology that enhances safety, and is environmentally friendly as well as cost efficient. The transition will result in reduced cost, maintenance and oversight.

This turnkey LED lighting conversion effort will provide efficiency and consistency for the Department's roadway lighting. All work associated with this contract shall conform to the requirements of the current NHDOT Standard Specifications for Road and Bridge Construction.

The conversions will result in more cost efficient lighting infrastructure, result in reduced maintenance and oversight, implementing a technology that enhances safety and is environmentally friendly. Based upon an initial benefit-cost assessment, this conversion results in a positive benefit-cost assessment with a potential payback of approximately 2.38-years, not including the incentive pay back (as few as 1.7-years including potential for incentive pay back from utility firms). An annual savings of 46% of costs and 65% of total kWh consumed per light fixture could be realized under this conversion program. Other additional benefits of a conversion program include CO<sup>2</sup> abatement and potential for incentive paybacks from the utility firms.

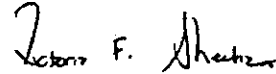
All Department lighting currently covered under tariff agreement with both Eversource and Unitil within the State will be captured in this initiative. The Department has approximately 2,000 lights State wide (owned and operated independently by the Bureau of Turnpikes, and by 6 separate districts in the Bureau of Highway Maintenance) under tariff agreement with these two utility companies that are proposed to be converted as part of this effort. A detailed breakdown of existing lighting assets is included in this proposal as RFB DOT 2018-001 Appendix A (Contract Exhibit G). The quantities of existing lights provided are based on the best information available at this time, and may increase or decrease at any time during the life of this project as better information becomes available.

The Department advertised a Request for Information (RFI) in the Manchester Union Leader on January 10, 11, and 12, 2018 and on the Bureau of Turnpikes' and Purchase & Property websites from January 10 through January 25, 2018. The Department followed a Pre-Qualified Request for Bid project model, a Request for Qualifications (RFQ) was advertised on April 9, 2018, all original respondents to the RFI were notified of the process. All companies that submitted a response to the RFQ met the requirements and were pre-qualified. Invitations to Bid were sent to those firms that were pre-qualified. Five sealed bids were received and publicly opened on June 5, 2018 (bid results attached). Affinity LED Light, LLC was the low bidder to provide the lighting conversion services as required in the proposal. The contract will begin subsequent to approval by the Governor and Council, and will end on July 12, 2019. The contract is for a total of \$730,078.96.

This contract has been approved by the Attorney General as to form and execution and the Department has verified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State office and the Department of Administrative Services office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this contract is respectfully requested.

Sincerely,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan". The signature is written in a cursive style with a large initial "V".

Victoria F. Sheehan  
Commissioner

Attachments



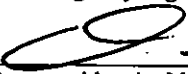
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

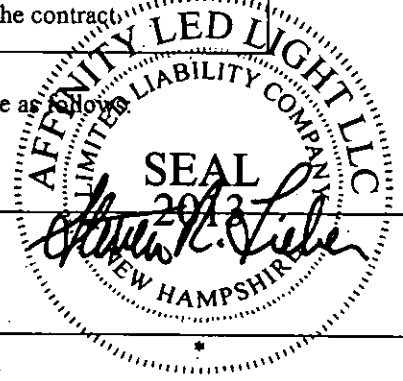
**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Transportation		1.2 State Agency Address PO Box 483 7 Hazen Drive Concord NH 03302-0483	
1.3 Contractor Name Affinity LED Light, LLC		1.4 Contractor Address 133 Islington St Unit 8 Portsmouth NH 03801	
1.5 Contractor Phone Number 603-828-8919	1.6 Account Number See Exhibit B, Paragraph 12	1.7 Completion Date July 12, 2019	1.8 Price Limitation \$730,078.96
1.9 Contracting Officer for State Agency David P. Rodrigue, PE, Director of Operations		1.10 State Agency Telephone Number 603-271-1486	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory STEVEN R. LIEBER, PRESIDENT/MEMBER	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>June 29 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		1.13.2 Name and Title of Notary or Justice of the Peace <u>Lisa Gainty SM, Notary</u>	
1.14 State Agency Signature  Date: <u>7/19/18</u>		1.15 Name and Title of State Agency Signatory <u>David Rodrigue</u> Director of Operations	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Allier Bejvenstein</u> On: <u>8/6/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

*[Handwritten Signature]*  
6/29/18

Agreement. This provision shall survive termination of this Agreement.

The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA Chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

## 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF OPERATIONS  
HIGHWAY LIGHTING CONVERSION TO LED  
DIVISION OF OPERATIONS CONTRACT RFB DOT 2018-001  
EXHIBIT A – SCOPE OF SERVICES**

The New Hampshire Department of Transportation-Division of Operations (Department) is contracting services for the conversion of highway lighting from existing Mercury Vapor (MV) and High Pressure Sodium (HPS) to Light Emitting Diode (LED) fixtures.

The effort will be to transition to a more efficient lighting infrastructure by implementing a technology that enhances safety, and is environmentally friendly as well as cost efficient. The transition will result in reduced cost, maintenance and oversight.

This turnkey LED lighting conversion effort will provide efficiency and consistency for the Department's roadway lighting. All work associated with this contract shall conform to the requirements of the current NHDOT Standard Specifications for Road and Bridge Construction.

All Department lighting currently covered under tariff agreement with both Eversource and Unitil within the State will be captured in this initiative. The Department has approximately 2,000 lights State wide (owned and operated independently by the Bureau of Turnpikes, Bridge Maintenance, and by 6 separate districts in the Bureau of Highway Maintenance) under tariff agreement with these two utility companies that are proposed to be converted as part of this effort. A detailed breakdown of existing lighting assets is included in this proposal as RFB DOT 2018-001 Appendix A (Exhibit G). The quantities of existing lights provided are based on the best information available at this time, and may increase or decrease at any time during the life of this project as better information becomes available.

**A. TERMS OF AGREEMENT: The CONTRACTOR agrees to the following:**

1. As directed by the State, services outlined in NH Department of Transportation RFB DOT 2018-001 Highway Lighting Conversion to LED dated May 7, 2018, Addendum No. 1 dated May 21, 2018, and Addendum No. 2 dated May 24, 2018 (Exhibits G, H and I, respectively) shall be provided by the CONTRACTOR, but are not limited to the following:
  - a. Project Management and Administration (RFB DOT 2018-001 Section 1.3.1)
  - b. Lighting Audit, Line Item #1 (RFB DOT 2018-001 Section 1.3.2)
  - c. Department Wide GIS Database, Line Item #2 (RFB DOT 2018-001 Section 1.3.3)
  - d. Conversion of Existing Lights to LED, Line Item #3 through #7 (RFB DOT 2018-001 Section 1.3.4)
  - e. Traffic Control (RFB DOT 2018-001 Section 1.3.5)
  - f. Truck-Mounted Impact Attenuator, Test Level 3, Line Item #8 (RFB DOT 2018-001 Section 1.3.6)
  - g. Uniformed Officers with Vehicle, Line Item #9 (RFB DOT 2018-001 Section 1.3.7)

Contractor Initials: 

Date: 6/29/18



2. All work specified in No. 1 shall be invoiced by line item upon completion of work.
3. Itemized invoices shall be submitted in triplicate form after the delivery of job/services. The DEPARTMENT will make payment through the normal state payment process, which is up to thirty (30) days following an approved invoice.

4. Invoices shall be sent to:

State of New Hampshire  
Department of Transportation  
Bureau of Turnpikes  
P.O. Box 2950  
Concord, N.H. 03302-2950  
or  
DOT-NHTurnpikesAP@dot.nh.gov

5. This service agreement is subject to Governor and Council approval. Services shall not begin until the agreement is approved by Governor and Council, and shall end on July 12, 2019.

#### **B. SAFETY and ENVIRONMENTAL ISSUES and COMPLIANCE REQUIREMENTS**

1. The safety and environmental protection of DEPARTMENT personnel and property shall be of the utmost concern. All work shall be conducted so as to interfere as little as possible with DEPARTMENT business. The CONTRACTOR shall at its own expense, wherever necessary or required, furnish safety/environmental devices and take such other precautions as may be necessary to protect life and property.
2. All work shall be performed in a manner compliant with all existing state and federal safety laws, rules, regulations and standards including but not limited to NHDES, OSHA, EPA, NFPA and the U.S. Department of Labor to ensure the safety and environment of the workers as well as NH DEPARTMENT staff, general public, and property.
3. The DEPARTMENT operates under an Environmental Management System (EMS). Our Environmental Policy 501.01 (Exhibit E) states our commitment to the prevention of pollution. We strive to manage our activities, and the implementation of programs that will where possible, reduce or eliminate the negative impacts of those activities upon the environment. After contract approval, the Bureau's Safety and Environmental Coordinator or other representative will meet with the CONTRACTOR one time at the beginning of the contract to review the Department's Contractor Safety & Environmental Checklist (Exhibit F) and provide additional information about the facilities' needs. It is the CONTRACTOR's responsibility to fill out the checklist.

#### **C. WARRANTIES**

1. Warranties are required in accordance with RFB DOT 2018-001 Section 2.1 (Exhibit G).
2. The DEPARTMENT retains the right to require the CONTRACTOR to counsel or reassign any employee whose actions or appearance are not consistent with the standards of the NH DEPARTMENT and in the best interest of those utilizing the service. DEPARTMENT may, at any time, restrict a CONTRACTOR's employee from servicing DEPARTMENT. Such employees shall be replaced with a different qualified CONTRACTOR's employee meeting the agency's acceptance.


Contractor Initials: *AP*

Date: *6/9/18*

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF OPERATIONS  
HIGHWAY LIGHTING CONVERSION TO LED  
DIVISION OF OPERATIONS CONTRACT RFB DOT 2018-001  
EXHIBIT B – CONTRACT PAYMENTS**

1. The CONTRACTOR agrees to the services outlined in RFB DOT 2018-001 Section 1.3.2 and Addenda Nos. 1 and 2 (Exhibits G, H, and I, respectively) as applicable to complete Lighting Audits at a rate of Thirteen Dollars and Forty-Five Cents (\$13.45) per unit.
2. The CONTRACTOR agrees to the services outlined in RFB DOT 2018-001 Section 1.3.3 and Addenda Nos. 1 and 2 (Exhibits G, H, and I, respectively) as applicable to complete the Department Wide GIS Database at a rate of Zero Dollars and Seventy-Six Cents (\$.76) per unit.
3. The CONTRACTOR agrees to the services outlined in RFB DOT 2018-001 Section 1.3.4 and Addenda Nos. 1 and 2 (Exhibits G, H, and I, respectively) as applicable to complete Conversion of 50W, 100W and 150W Lights to LED at a rate of Two Hundred Forty-Three Dollars and Seven Cents (\$243.07) per unit.
4. The CONTRACTOR agrees to the services outlined in RFB DOT 2018-001 Section 1.3.4 and Addenda Nos. 1 and 2 (Exhibits G, H, and I, respectively) as applicable to complete Conversion of 250W Lights to LED (Cobrahead) at a rate of Three Hundred Twenty-Five Dollars and Seven Cents (\$325.07) per unit.
5. The CONTRACTOR agrees to the services outlined in RFB DOT 2018-001 Section 1.3.4 and Addenda Nos. 1 and 2 (Exhibits G, H, and I, respectively) as applicable to complete Conversion of 250W Lights to LED (Flood Light) at a rate of Three Hundred Forty Dollars and Seven Cents (\$340.07) per unit.
6. The CONTRACTOR agrees to the services outlined in RFB DOT 2018-001 Section 1.3.4 and Addenda Nos. 1 and 2 (Exhibits G, H, and I, respectively) as applicable to complete Conversion of 400W Lights to LED (Cobrahead) at a rate of Three Hundred Ninety-Two Dollars and Seven Cents (\$392.07) per unit.
7. The CONTRACTOR agrees to the services outlined in RFB DOT 2018-001 Section 1.3.4 and Addenda Nos. 1 and 2 (Exhibits G, H, and I, respectively) as applicable to complete Conversion of 400W Lights to LED (Flood Light) at a rate of Three Hundred Sixty Dollars and Seven Cents (\$360.07) per unit.
8. The CONTRACTOR agrees to supply Truck-Mounted Impact Attenuators, Test Level 3 as outlined in RFB DOT 2018-001 Section 1.3.6 and Addenda Nos. 1 and 2 (Exhibits G, H, and I, respectively) as applicable a rate of Four Hundred Dollars and No Cents (\$400.00) per unit, per week.
9. The CONTRACTOR agrees to coordinate and pay for use of Uniformed Officers with Vehicle as outlined in RFB DOT 2018-001 Section 1.3.7 and Addenda Nos. 1 and 2 (Exhibits G, H, and I, respectively) as applicable, reimbursable to the CONTRACTOR for an "as-expended" amount up to Sixty-Thousand Dollars and No Cents (\$60,000.00).
10. The total contract price shall not exceed Seven Hundred Thirty Thousand, Seventy-Eight Dollars, and Ninety-Six Cents (\$730,078.96).
11. Payments shall be made at the completion of the work and after the CONTRACTOR'S submission of invoices, in triplicate, to the DEPARTMENT, indicating the work has been completed.
12. The Department shall make payments out of any of the following account numbers:

04-096-096-961017-70250000-400-500869  
Turnpike Renewal and Replacement, Construction Repair Materials  
04-096-096-960515-30070000-400-500869  
Highway Maintenance, Construction Repair Materials

Contractor Initials: 

Date: 

**STATE OF NEW HAMPSHIRE  
STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF OPERATIONS  
HIGHWAY LIGHTING CONVERSION TO LED  
DIVISION OF OPERATIONS CONTRACT RFB DOT 2018-001  
EXHIBIT C - SPECIAL PROVISIONS**

No Special Provisions apply.

Contractor Initials: 

Date: 

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF OPERATIONS  
HIGHWAY LIGHTING CONVERSION TO LED  
DIVISION OF OPERATIONS CONTRACT RFB DOT 2018-001  
EXHIBIT D – RFB 2018-001 INCORPORATED (ADDENDA NOS. 1 AND 2)**

**NHDOT RFB DOT 2018-001 INCORPORATED (INCLUDING ADDENDA NOS. 1 AND 2)**

NH Department of Transportation RFB DOT 2018-001 Highway Lighting Conversion to LED dated May 7, 2018, Addendum No. 1 dated May 21, 2018 and Addendum No. 2 dated May 24, 2018 (Exhibits G, H, and I, respectively) are included by reference as binding Deliverables to this Contract.

Contractor Initials: 

Date: 

# EXHIBIT E

Adopted: September 21, 2001  
Revised: November 17, 2009

## NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION POLICY 501.01

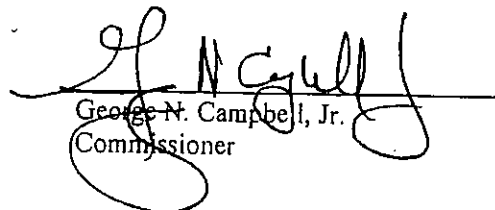
### Title: Environmental Policy

#### Statement:

The New Hampshire Department of Transportation is the State's largest public works agency. Our activities affect the environment through land use, natural resource consumption, and transportation corridor redevelopment and maintenance activities. The Department will seek to minimize environmental impacts whenever practicable when planning, constructing, and maintaining the state's transportation infrastructure, and when providing for public safety and the economic strength of the state. We will do this by operating in compliance with all applicable laws and regulations, by utilizing best management practices in all of our activities in an effort to prevent pollution, and by promoting environmental stewardship in our programs. We are committed to continuously improving our environmental performance through regular activity reviews, and by bringing forward improvements that merit implementation for reducing or eliminating negative environmental impacts.

Comments : To support the performance of our undertakings in an environmentally responsible manner, the Department will:

- Develop, implement and maintain an Environmental Management System (EMS) that encompasses Department program functions and complies with the requirements of the International Standard Organization's ISO 14001: 2004 standard for environmental management systems;
- Utilize the EMS, with support and guidance from the Office of Stewardship & Compliance, to set objectives and targets for process improvements that can be measured and regularly monitored, and contribute to pollution prevention and protection of the state's natural resources;
- Minimize Department-generated waste by reducing, reusing, or recycling materials, and using environmentally friendly materials and products whenever practicable;
- Communicate our commitment to this policy to our employees, consultants, contractors, and other interested parties;
- Provide employees with training appropriate to their functions concerning the Department's environmental responsibilities, through the new-employee orientation process and periodic refresher training;
- Utilize an appropriate proactive public stakeholder involvement process to address environmental concerns and facilitate problem solving in a collaborative manner; and
- Make this environmental policy available to the public and all interested parties.

  
George N. Campbell, Jr.  
Commissioner

Initials: 

Date: 



## Contractor Safety & Environmental Checklist

Contractor Company Name: \_\_\_\_\_

Date Reviewed: \_\_\_\_\_

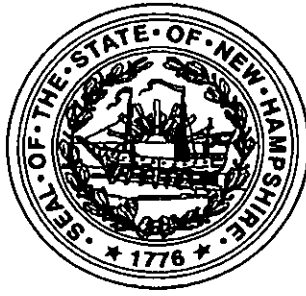
Project Description: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Please complete the following Contractor Safety & Environmental Checklist:

Reviewed	Not Applicable	Topic:	Contractors Requirements:
<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	Sign In	All contractors must sign in and out at the main office.
<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	Communication	Contractors must meet with Building Maintenance or other designee to discuss project and checklist.
<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	Smoking	Smoking is not permitted behind fence or < 50 ft from Main Building.
<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	Emergency Plans	Evacuate when building alarms sounds or alarm lights activate. Meet at meeting point.
<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	Personal Protective Equipment	Appropriate personal protective equipment must be used when contractors are working.
<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	Contractor Equipment	All equipment on site must be maintained in a safe operating condition. Only competent and certified workers may operate tools and equip.
<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	Safety Regulations	Comply will all applicable federal, state, and municipal safety regulations.
<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	Environmental Regulations	Comply will all applicable federal, state, and municipal environmental regulations.
<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	Housekeeping	Maintain acceptable housekeeping and material organization around work site.
<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	Chemicals	Copies of MSDS must be available on site.
<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	Ladders	May only be used for ascent or descent or light work where the worker can maintain a three point stance
<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	Scaffolds	Erected in accordance with legislated requirements
<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	Fall Protection	Required when a worker is working at a elevated height of 4 or more feet.
<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	Disposal	Solid waste can be disposed of in our receptacles. All hazardous waste and chemicals must depart with contractor.
<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	EMS	The Bureau operates under Environmental Policy 501.01.
<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	EMS Projects	Reduce energy use, reduce paper usage, and working with contractors.

Initials: AK  
Date: 6/29/15



# State of New Hampshire

## DEPARTMENT OF TRANSPORTATION DIVISION OF OPERATIONS

### HIGHWAY LIGHTING CONVERSION TO LED

### REQUEST FOR BIDS (RFB) RFB DOT 2018-001 EXHIBIT G

<b>RFB ISSUED</b>	May 7, 2018
<b>DEPARTMENT CONTACT</b>	David S. Smith, P.E. David.Smith@dot.nh.gov (603) 485-3806
<b>RESPONSES DUE</b>	2:30 PM, May 25, 2018
<b>AT:</b>	New Hampshire Division of Operations Attention: David Smith, P.E. Assistant Administrator Bureau of Turnpikes 36 Hackett Hill Road Hooksett, NH 03106
<b>5-7-18 version</b>	

Contractor Initials	<i>AS</i>
Date	6/29/18

**STATE OF NEW HAMPSHIRE  
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DIVISION OF OPERATIONS RFB DOT 2018-001 EXHIBIT G**

**1 PROJECT DESCRIPTION**

**1.1 Overview**

The New Hampshire Department of Transportation-Division of Operations (Department) is procuring services through the execution of a Request for Bids (RFB) for the conversion of highway lighting from existing Mercury Vapor (MV) and High Pressure Sodium (HPS) to Light Emitting Diode (LED) fixtures.

The effort will be to transition to a more efficient lighting infrastructure by implementing a technology that enhances safety, and is environmentally friendly as well as cost efficient. The transition is anticipated to result in reduced maintenance and oversight.

**1.2 Purpose**

This RFB identifies the work required to complete the LED lighting conversion in the field, and provide complete updated, accurate records for the Department's lighting and billing process. The winning bidder is expected to provide all services outlined in the project scope below.

**1.3 Project Scope**

A turnkey LED lighting conversion effort will provide efficiency and consistency for the Department's roadway lighting. All work associated with this contract shall conform to the requirements of the current *NHDOT Standard Specifications for Road and Bridge Construction*.

All Department lighting currently covered under tariff agreement with both Eversource and Unitil within the State will be captured in this initiative. The Department has approximately 2,000 lights State wide (owned and operated independently by the Bureau of Turnpikes, Bridge Maintenance, and by 6 separate districts in the Bureau of Highway Maintenance) under tariff agreement with these two utility companies that are proposed to be converted as part of this effort. A detailed breakdown of existing lighting assets is included in this proposal as Appendix A. The quantities of existing lights provided are based on the best information available at this time, and may increase or decrease at any time during the life of this project as better information becomes available.

A Pre-Qualified "Request-for-Bid" (RFB) approach will be used to select a contractor to provide services including (but not limited to) the items and expectations described below. See Appendix B for an itemized bid task list:

**1.3.1 Project Management and Administration**

- a) Assumes end-to-end project responsibility, including oversight of any and all subcontractors.

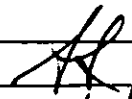


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- b) Provide Certificate of Liability and Workman's Compensation documentation consistent with Department requirements for Contractors. Certification shall also be provided for all subcontractors.
- c) Comply with all Department, State and Federal laws and regulations, OSHA requirements and appropriate safety measures.
- d) Directly coordinate with Department project management team.
- e) Facilitate all aspects of the utility rebate process for conversion to energy efficient fixtures. Any rebates from the utility companies that the State of New Hampshire is eligible for through this process shall be relinquished to the Department. The Contractor will not be entitled to any amount of possible rebates as compensation or credit for the lighting conversion work or any other work associated with this contract.
- f) Provide a detailed project schedule meeting the requirements of Section 108.03 of the current *NHDOT Standard Specifications for Road and Bridge Construction*. The schedule shall be submitted for review prior to commencing any work. At a minimum, one paper copy and one electronic copy compatible with Microsoft Project shall be submitted. The schedule shall be developed using the Critical Path Method, and shall accurately reflect the planned sequence of work activities needed to meet the project requirements with respect to the scope of work, phasing, accommodations for traffic, project milestones, and proposed start dates, completion dates and duration of each planned activity. The project schedule shall be updated monthly or as requested by the Department to show project progress, actual start and finish dates of activities, and updated start and finish dates for work not yet completed.
- g) Coordinate with and provide monthly updates to utility companies as to the progress of LED conversions, and ensure that converted equipment is switched from the current tariff rates to the Eversource Energy Efficient Outdoor Lighting Delivery Service Rate EOL rates, and the Unutil Light Emitting Diode Outdoor Lighting Service Schedule LED rates.
- h) Provide QA/QC efforts on all project deliverables, including all certifications, lighting audit efforts, statewide GIS database, project schedules, work plans, and material submittals to ensure accuracy and completeness of all work.
- i) Attend pre-construction meetings with each respective district/bureau prior to starting work within that district/bureau.
- j) Conduct site inspections, during installation, to ensure project is being executed in accordance with construction documents and specifications.

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**1.3.3 Department Wide GIS Database (Line Item #2):**

- a) Development of a Department wide GIS database capturing lighting infrastructure and "as-built" information. The GIS data to be collected for each converted light location is defined by the Department in sample data provided in Appendix D. The winning bidder shall only be responsible for collecting data on lights that have been converted as part of this project.
- b) Development of the GIS database shall facilitate Project Management and Administration efforts.
- c) Development of the GIS database shall coincide with both Lighting Audit efforts to provide a complete and accurate database, as well as document LED Lighting Conversion efforts to provide an updated field record of the conversion process, viewable in real-time via an online dashboard feature.
- d) The completed GIS database shall be provided to the department upon completion of the project in the form of a File Geodatabase.
- e) The quantity of lights included in the bid items is estimated from the current utility tariff ledgers. Payment for one light included in the Department Wide GIS Database will be made when any of the following occur:
  - a. An existing data point in the Department's GIS database is confirmed to exist in the field, and all necessary data fields have been populated with correct information.
  - b. An existing data point in the Department's GIS database is confirmed either to not exist in the field or be owned and operated by another entity, and is subsequently removed from the database.
  - c. A lighting location owned and operated by the Department is discovered to exist in the field, is added to the database, and all necessary data fields have been populated with correct information.
  - d. A lighting location owned and operated by the Department exists in the field, but appears in the Department's GIS database as multiple entries. The multiple entries shall be consolidated, and all necessary data fields shall be populated with correct information. This includes database entries that have conflicting ownership, account, GPS coordinates or other information, but represent the same physical lighting asset existing in the field.

**1.3.4 Conversion of Existing Lights to LED (Line Items #3 through #7):**

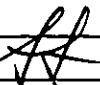
- a) All work shall be in accordance with national and local electric codes.
- b) Provide labor, equipment, luminaires and all necessary related materials and supplies to mobilize work crews and replace street lights statewide.

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- c) Development of installation plans including personnel, equipment and standard operating procedures. Personnel shall have all required licenses and certifications.
- d) Develop and execute a project and construction management/inspection plan. This plan shall include the company's proposed approach to managing the project effectively, including numbers of personnel and equipment proposed for use, management of all proposed subcontractors, distribution of tasks between company crews and subcontractors, travel concerns, estimated duration personnel will be on site for each location, time of day work will be completed, and traffic control plans for each general work location (i.e. interstates, local roadways, intersections, etc.). The plan shall include a general description of the anticipated work steps and equipment the company will use to complete conversion of the lights. The plan shall also include required inspection steps to ensure each converted location functions properly, and that the site is left clean and in the same general condition as when crews first arrived.
- e) Conversion of all existing (non-LED) lighting infrastructure, using products that meet the requirements of section 2.1.
- f) Verify circuit voltages and grounding meet requirements for proposed fixtures, and provide all reasonable trade consumables (wiring, connections, wire nuts, junction boxes, covers and similar) as required to connect proposed fixtures to the existing electrical system.
- g) Perform installation testing to ensure fixtures are installed correctly.
- h) Implement an online dashboard feature for the Department and project managers to monitor "live" status of conversion. Data fields shall be generated to show who edited the data last, and the date and time when the data for each site was last edited.
- i) Removal and disposal of all existing lighting infrastructure and field supplies, following best practices of recycling all reusable materials, and provide Certificate of Disposal for all hazardous materials.
- j) Removal and disposal of all project waste materials and rubbish caused by the installation.
- k) No work shall be performed on Sundays or holidays, or without the written permission of the Department except in cases of emergency. Do not perform work during special events scheduled by any municipality. Check with local municipal agencies for special events prior to commencing work in the area.
- l) Contractor vehicles working on Turnpike roadways will not be granted toll exemption. The Contractor shall include the costs for passing through the toll throughout the duration of construction activities in the bid.
- m) The quantity of lights included in the bid items is estimated based on the best information available at the time of writing this RFB, and may increase or decrease at any time during the life of this project as better information becomes available. Payment for lights converted to LED

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will be made at the bid price for each light, based on the actual number of each size and type of light converted.

**1.3.5 Traffic Control:**

All traffic controls shall be in accordance with the following:

- a) Sections 618 and 619 of the current *NHDOT Standard Specifications for Road and Bridge Construction*.
- b) NHDOT Work Zone Traffic Control Standard Plans\*
- c) *Manual on Uniform Traffic Control Devices (MUTCD), 2009 Edition*
- d) *Flagger and Uniformed Officer Use in Work Zones Policy and Guidelines\**

\* Available on line under *Doing Business with DOT>Contractors* at [www.nhdot.com](http://www.nhdot.com) or through the NHDOT Contracts Office (603-271-3732).

The above referenced specifications, guidelines, and provisions herein provide minimum requirements and/or guidelines; the Contractor may be directed to expand upon the Traffic Control Plan if conditions warrant.

Additionally, the following are specific provisions for this project:


- a) Sample traffic control scenarios anticipated to be utilized during the lighting conversion work, and additional lane closure restrictions for Turnpike locations have been included for reference in Appendix C. The Contractor shall coordinate traffic control efforts and plans, as stated in 1.3.4.d above, with the Department prior to commencing work.
- b) Perform all work on the project so that traffic flow is unimpeded whenever possible. Traffic shall be maintained on pavement at all times, unless otherwise approved.
- c) On low-volume, two-lane roads, use lane shifts during work activities to allow two-way traffic during work hours whenever possible. Short-term one lane, alternating two-way traffic, with the use of flaggers, will be allowed with approval. Secure approval from the NHDOT District Office prior to implementation of temporary lane closures.
- d) Operational signs used in place of permanent construction signs shall be placed so that the bottom of the signs is a minimum 3' above the road grade. To improve operational sign visibility, use sign stands with matching heights for operational signs in multi-lane areas and when signs are placed behind guardrail.
- e) Work must be performed in such a way that does not adversely affect traffic from both sides of the roadway at any location at the same time.
- f) All flaggers used for traffic control purposes shall meet the requirements of the current *NHDOT Standard Specifications for Road and Bridge Construction*, Section 618.

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- g) Discontinue operations as directed whenever traffic backups may contribute to either unsafe conditions or result in excessive delays for the traveling public.
- h) When lane closures will be utilized, notify and provide information regarding traffic control operations to local emergency services prior to commencing work.
- i) When required, the NHDOT Transportation Management Center (TMC) shall be notified within 10 minutes of installing the first advanced warning signs, and shall also be notified within 10 minutes of removal of the last advanced warning sign. Contact the TMC (603-271-6TMC) with information regarding traffic control operations in the following situations:
  - a. For Tier 1 roadways, notify the TMC of all work operations in the timeframes stated above. Tier 1 roadways include I-93, I-89, I-95, I-393, I-293, the FE Everett Turnpike between Massachusetts and I-293, the Spaulding Turnpike between I-95 and Exit 18, and NH 101 between I-93 and I-95.
  - b. For all other roadways, notify the TMC only when work operations require lane closures or other traffic controls that will result in stopped or delayed traffic. For any other operations or traffic control conditions not on Tier 1 roadways, the TMC does not need to be notified.
- j) The Contractor shall not be allowed to utilize existing median crossovers, construct temporary median crossovers or use Toll Plazas to turnaround. Storage of materials or equipment on crossovers is not permitted.
- k) Staging of materials or parking of equipment when not in use shall be outside of a defined "clear-zone" distance for each roadway, measured from the edge of the traveled way. Clear-zone distances are defined in the table below based on traveling vehicle speeds of each roadway. Staging areas shall be approved by the Department prior to use.

<b>Roadway Speed</b>	<b>Minimum Clear-Zone Distance</b>
≤ 40 mph	15 feet
45 to 50 mph	20 feet
≥ 55 mph	30 feet

- l) Each lighting location shall be left in the best possible condition for the safety and comfort of the traveling public prior to completion of work and departing from the site. All work related waste and traffic control devices shall be removed, and the ground shall be returned near to the same condition as when crews arrived.
- m) Traffic control efforts, as specified in this section, will be considered subsidiary to all other LED lighting conversion work.

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**1.3.6 Truck-Mounted Impact Attenuator, Test Level 3 (Line Item #8):**

- a) For safety of the short-term/mobile conversion operations, the Contractor shall supply a truck-mounted impact attenuator for work conducted on all Tier 1 and limited access roadway locations where needed to ensure safe conversion operations for Contractor employees and travelling public. The Contractor shall coordinate traffic control needs with the Department prior to starting work in any area.
- a. Tier 1 roadways are listed section 1.3.5.i.a.
- b. Limited access roadways anticipated to require a truck-mounted impact attenuator include roadways with some degree of separation of opposing traffic flow and use of grade separated interchanges, and may include but not be limited to sections of NH 101 through Amherst and Milford, US 202 and NH 9 through Henniker, Hillsborough, Nelson and Keene, and US 3 and NH 11 through Laconia and Gilford. The Department may request a truck-mounted impact attenuator be used at other locations not listed in this RFB.

**1.3.7 Uniformed Officers with Vehicle (Line Item #9):**

- a) An "allowance" will be identified in the contract for uniformed officers with vehicles used in support of the contract. This would allow for the coordinated use of officers where/when needed and allow for more consistent bidding efforts (removes variable/unknowns from process). The successful bidder will need to coordinate with local police departments for use of their officers where appropriate. Uniformed officers and vehicles shall meet the requirements of the current *NHDOT Standard Specifications for Road and Bridge Construction*, Section 618. Payment for uniformed officers with vehicles will also be made in accordance with Section 618.
- b) All Uniformed Officers working on any NHDOT funded project, including municipally managed projects, shall have successfully completed a NHDOT approved course on *The Safe and Effective Use of Law Enforcement Personnel in Work Zones*. The officer shall supply proof of successful course completion upon request.
- c) Uniformed officers with vehicles are anticipated to be used when working on high-speed, high-volume roadways such as interstates and divided highways for presence and visibility of the work locations, or near signalized intersections where traffic will need to be directed through the intersection around the work area.
- d) Uniformed officers with vehicles shall only be used for traffic control at the direction or request of the Department.

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**1.4 Bidder Minimum Qualification Requirements**

Prospective bidders shall have previously completed a "Request for Qualifications" (RFQ) form prior to the completion date specified on the RFQ. Only bids provided by companies that have been pre-qualified through the RFQ process will be considered for this RFB.

**1.5 Completion Date**

All work associated with the LED Lighting Conversion, Audit and development of the GIS Database shall be completed by July 12, 2019.

**1.6 Available Data**

A sample of reference ledgers from utility companies has been provided for prospective bidders to review while conducting their due diligence in response to this RFB. Complete, updated lighting ledgers shall be acquired from the utility companies and provided to the winning bidder. Sample ledgers can be found in Appendix D.

All existing GIS information for the Department's lighting inventory will be provided to the winning bidder. A sample of the attribute data has also been included in Appendix D for prospective bidders to review while conducting their due diligence in response to this RFB.

Eversource operates and maintains the Department highway lighting in accordance with the New Hampshire Public Utilities Commission (NHPUC) No. 9 – Electricity Delivery, Tariff for Electric Delivery Service under the Energy Efficient Outdoor Lighting Delivery Service Rate EOL. A copy of the tariff is available to be viewed online from the NHPUC website at the following address:

<http://www.puc.state.nh.us/Regulatory/Tariffs/Eversource-PSNH%20Tariff%20No%209.pdf>

Unitil operates and maintains the Department highway lighting in accordance with the New Hampshire Public Utilities Commission (NHPUC) No. 3 – Electricity Delivery, Tariff for Electric Delivery Service under the Outdoor Lighting Service Schedule OL. A copy of the tariff is available to be viewed online from the NHPUC website at the following address:

<http://www.puc.state.nh.us/Regulatory/Tariffs/UNITIL%20Tariff%20No%203.pdf>


**2 MATERIALS**

**2.1 Products**

The Department's expectation is to install products with 20+ year lifetime reliability. To ensure this, qualified equipment must meet the following requirements or be proven as equal:

a) General Requirements

- a. Products are Design Lights Consortium (DLC) Qualified (must provide proof of certification).


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- b. Field adjustable lamps will not be allowed unless selected to operate at the highest allowable wattage.
  - c. Fixtures shall be approved by utility firm prior to installation and must be compatible with existing line voltage, brackets, and photoelectric controls; and must require no special tools or training to install and maintain.
  - d. Smart Controls Ready w/ 0-10V dimmable drivers and external NEMA C136.41 7-pin Receptacle
  - e. Minimum IP65 rated, suitable for wet locations
  - f. 3G vibration testing (ANSI C136.31-2001)
  - g. 10kV surge suppression test (ANSI CGZ.41.2)
  - h. Salty fog test (ASTM B117)
  - i. B.U.G. ratings where U=0 (Zero Uplighting)
  - j. System wattage labels are required on each fixture in compliance with ANSI-C136.15-2011 Luminaire Field Identification Requirements and Eversource requirements
- b) Performance Requirements
- a. Minimum Efficacy: 110 lm/Watt
  - b. Color Rendering Index (CRI):  $\geq 70$
  - c. Correlated Color Temperature: 4000 K
  - d. Minimum Lumen Maintenance Factor: L70, 100,000 Hours
  - e. Photometric Distribution: Type 3
  - f. Converted LED light power consumption and output shall conform to the table below:

Existing Bulb Watts	Approximate Proposed Replacement LED Watts	Minimum LED Lumen Output (lm)
50	75	7200
100		
150		
175	133	13050
250		
400	204	22500

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- c) Components & Construction
  - a. Industry Leading LED Package Components (e.g. CREE, Nichia)
  - b. Industry Leading Driver (e.g. Meanwell), Door Mounted (isolated from fixture)
  - c. Die-Cast Aluminum Housing & Door (no plastic or polymer housing or door components) – Powder Coated standard Gray finish
  - d. Door hinge mechanically fixed/bolted to Housing
  - e. Mechanically locked/secured door latch, tool-less entry
- d) Warranty
  - a. 10-year manufacturer warranty for replacement of defective fixtures. Warranty term initiated on project completion date (not date of manufacture).
  - b. 1-year labor warranty (in addition to manufacturer's warranty) to include installation cost to replace any defective fixtures. Warranty term initiated on project completion date (not date of manufacture).
  - c. The 1-year labor warranty shall include troubleshooting of all implemented infrastructure and repair or replacement of all installed equipment, outside of any regular maintenance to be provided by the utility company, as necessary to correct any reported issues.
  - d. The selected bidder shall make crews available as needed to affect the repairs within 48 hours of notification by the Department.
  - e. The selected bidder shall be responsible to stock a sufficient supply of parts and inventory for the entire warranty period.
  - f. Warranty and associated repairs shall be considered subsidiary to the conversion work.

All lights located at existing highway off-ramp locations shall be converted to a 250 Watt equivalent LED lamp, regardless of the wattage of the existing lamps currently installed at the location.

Existing lights located at intersections that are not currently rated for 250 Watts shall be identified during the audit stage of work. The Contractor shall coordinate with the Department to determine if the lights shall be converted to an equivalent LED light matching the existing light, or be converted to a 250 Watt equivalent LED light.

All floodlight or cobrahead lighting locations converted under this project shall be converted to an equivalent matching floodlight or cobrahead LED fixture type.

**2.2 SUBMITTAL REQUIREMENTS**

Shop drawings and catalog cuts of all proposed materials to be installed, stating manufacturers of the equipment, wattage, lumens, drive current, Kelvin temperature, and including estimated

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quantities of each fixture type, shall be submitted by the Contractor to the Department and utility companies for review and approval prior to being purchased or installed in accordance with the current *NHDOT Standard Specifications for Road and Bridge Construction*, Section 105.02.

Literature and instruction manuals shall be provided for project deliverables, including an instructional overview of the GIS database and proposed online dashboard tracking system to be used during the LED conversion process, and instruction on the identification, maintenance and storage of the proposed LEDs to be installed.

**3 RESPONSES TO RFB**

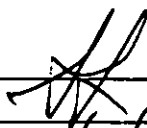
**3.1 BID PROCESS**

Responses to this RFB can be submitted either by mail or dropped off at the location and by the time noted on the first page of this document. All bidders shall be pre-qualified through an initial RFQ process, previously completed. Submitted responses to this RFB are for NHDOT use only.

Responses to this RFB will be evaluated based on lowest qualified bidder. Lowest bids will be tabulated from the bid schedule provided in Appendix B, and as described in the steps below:

- a) The bid package shall include a completed bid schedule in a separate, sealed envelope, clearly labeled with the bidding company's name, contact information, and stating "NHDOT CONVERSION OF HIGHWAY LIGHTING TO LED BID SCHEDULE".
- b) The Department will review the list of pre-qualified bidders prior to opening sealed bid envelopes. If any materials are missing or incomplete, or the company does not appear on the pre-qualification list, the sealed bid envelopes will not be opened, and the entire bid package will be returned to the company. Returned bids will not be considered for award of the contract.
- c) The contract will be awarded to the qualified bidder that submitted the lowest qualified bid. Only bid schedules that are fully completed will be considered.

The Department reserves the right to reject any bid package based on lack of completeness.

Contractor Initials	
Date	6/29/18

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
HIGHWAY LIGHTING CONVERSION TO LED  
DIVISION OF OPERATIONS RFB DOT 2018-001 EXHIBIT G**

**Appendix A (Continued)**

**Highway Lighting Locations by District and Utility**

Utility Company	NHDOT Light Owning Unit	Number of Lights by Wattage					Total Quantity
		50 W	100 W	150 W	250 W	400 W	
Eversource	District 1	2	1	1	25		29
	District 2			4	45		49
	District 3			13	79		92
	District 4	6		6	61		73
	District 5	1	4	34	353	15	407
	District 6		3	12	127	1	143
	Turnpikes		3			782	36
<b>Eversource Total</b>							1614
Unitil	District 2						0
	District 5			27	109	3	139
	District 6	2		4	75	15	96
	Turnpikes				133		133
<b>Unitil Total</b>							368
<b>Grand Total</b>							1982

Line Item Totals			
Bid Line Item #	3	4	5
Estimated Lights to Convert	123	1789	70

Contractor Initials                       
Date 6/29/18

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
HIGHWAY LIGHTING CONVERSION TO LED  
DIVISION OF OPERATIONS RFB DOT 2018-001 EXHIBIT G**

**Appendix A (Continued)  
Highway Lighting Locations by Town**

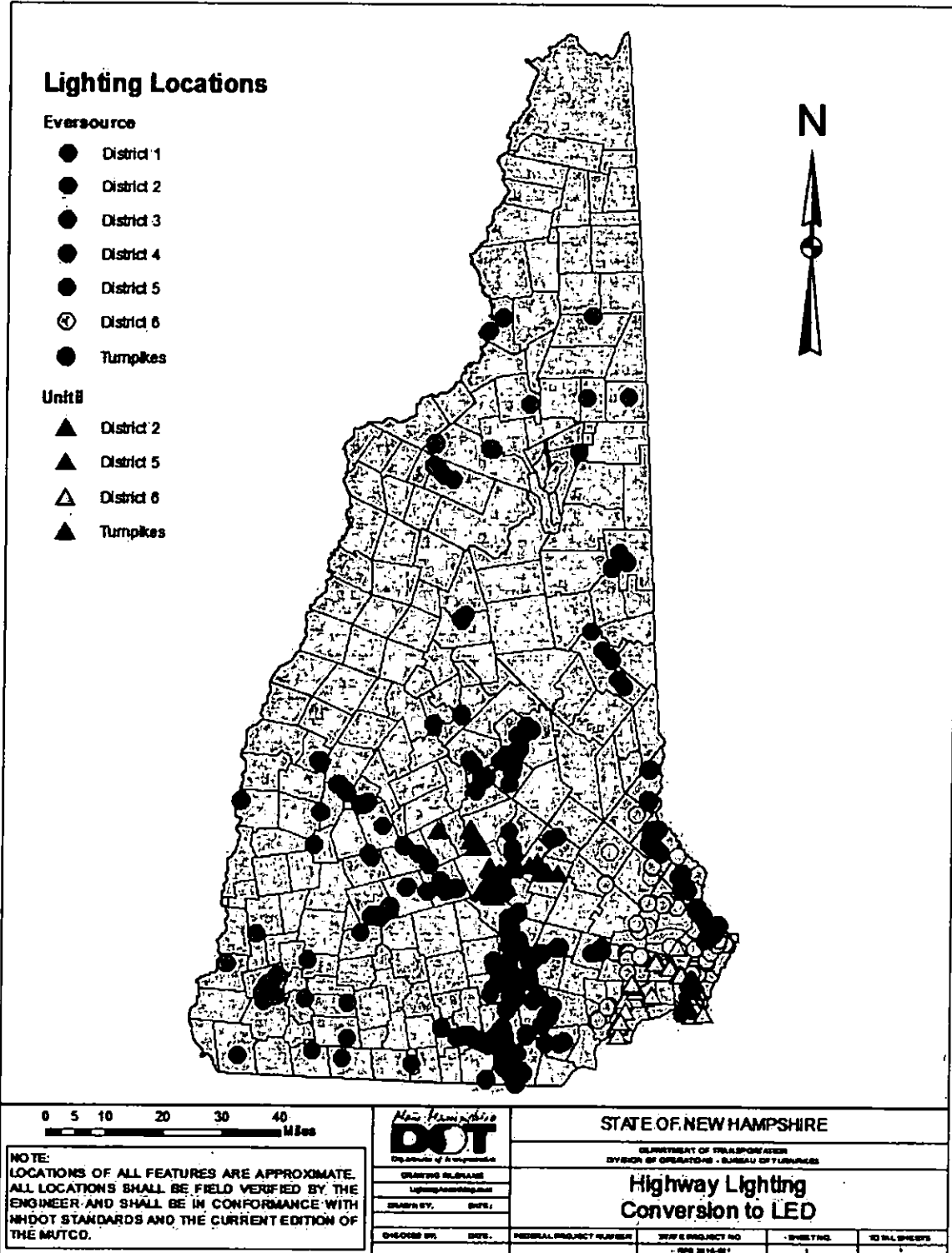
NHDOT District	Town	Utility	Number of Lighting Locations	NHDOT District	Town	Utility	Number of Lighting Locations
1	Bethlehem	PSNH	7	5	Holls	PSNH	2
1	Carroll	PSNH	2	5	Hooksett	PSNH	25
1	Colebrook	PSNH	2	5	Hopkinton	PSNH	15
1	Franconia	PSNH	12	5	Hudson	PSNH	6
1	Gorham	PSNH	1	5	Londonderry	PSNH	80
1	Jackson (Pinkham's)	PSNH	1	5	Manchester	PSNH	27
1	Jefferson	PSNH	1	5	Merrimack	PSNH	10
1	Milan	PSNH	1	5	Milford	PSNH	22
1	Northumberland	PSNH	3	5	Northfield	PSNH	4
1	Shelburne	PSNH	1	5	Pembroke	PSNH	1
2	Bradford	PSNH	3	5	Raymond	PSNH	19
2	Bristol	PSNH	2	5	Sutton	PSNH	5
2	Claremont	PSNH	2	5	Tilton	PSNH	5
2	Goshen	PSNH	1	5	Warner	PSNH	15
2	Grantham	PSNH	13	5	Windham	PSNH	32
2	New London	PSNH	19	5	Barrington	PSNH	3
2	Springfield	PSNH	6	6	Brentwood	PSNH	9
2	Sunapee	PSNH	3	6	Dover	PSNH	1
2	Webster	UNITIL	1	6	Durham	PSNH	15
3	Belmont	PSNH	11	6	East Kingston	UNITIL	1
3	Campton	PSNH	7	6	Epping	PSNH	25
3	Conway	PSNH	6	6	Exeter	UNITIL	21
3	Gifford	PSNH	12	6	Farmington	PSNH	2
3	Laconia	PSNH	7	6	Greenland	PSNH	3
3	Loudon	PSNH	8	6	Hampstead	PSNH	12
3	New Hampton	PSNH	6	6	Hampton	UNITIL	26
3	Ossipee	PSNH	15	6	Hampton Falls	UNITIL	2
3	Pittsfield	PSNH	3	6	Kingston	UNITIL	8
3	Sanbornton	PSNH	15	6	Lee	PSNH	6
3	Tilton	PSNH	11	6	Milton	PSNH	2
4	Alstead	PSNH	1	6	Newfields	PSNH	1
4	Antrim	PSNH	1	6	North Hampton	PSNH	2
4	Dublin	PSNH	1	6	Northwood	PSNH	3
4	Fitzwilliam	PSNH	2	6	Palstow	UNITIL	10
4	Greenville	PSNH	1	6	Portsmouth	PSNH	51
4	Hillsborough	PSNH	19	6	Rochester	PSNH	12
4	Jaffrey	PSNH	3	6	Rye	PSNH	4
4	Keene	PSNH	33	6	Seabrook	UNITIL	17
4	Marlborough	PSNH	1	6	Somersworth	PSNH	1
4	Nelson	PSNH	2	6	Strafford	PSNH	1
4	Rindge	PSNH	4	6	Stratham	UNITIL	11
4	Swanzy	PSNH	2	6	Bedford	PSNH	36
4	Westmoreland	PSNH	2	Tumpke	Bow	PSNH	4
4	Winchester	PSNH	1	Tumpke	Concord	Unitil	7
5	Allenstown	PSNH	5	Tumpke	Dover	PSNH	34
5	Amherst	PSNH	16	Tumpke	Hampton	PSNH	95
5	Auburn	PSNH	8	Tumpke	Hooksett	Unitil	43
5	Bedford	PSNH	41	Tumpke	Hudson	PSNH	40
5	Boscawen	UNITIL	1	Tumpke	Manchester	PSNH	27
5	Bow	UNITIL	14	Tumpke	Merrimack	PSNH	37
5	Candia	PSNH	7	Tumpke	Milton	PSNH	107
5	Canterbury	UNITIL	6	Tumpke	Nashua	PSNH	22
5	Chichester	UNITIL	3	Tumpke	Newington	PSNH	240
5	Concord	UNITIL	97	Tumpke	Portsmouth	PSNH	37
5	Derry	PSNH	3	Tumpke	Rochester	PSNH	70
5	Epsom	UNITIL	5	Tumpke	Seabrook	Unitil	96
5	Goffstown	PSNH	5	Tumpke			47
5	Henniker	PSNH	8	Tumpke			

Contractor Initials AR  
Date 6/29/18

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
HIGHWAY LIGHTING CONVERSION TO LED  
DIVISION OF OPERATIONS RFB DOT 2018-001 EXHIBIT G**

**Appendix A (Continued)**

**Highway Lighting Locations by District and Utility**



Contractor Initials *[Signature]*

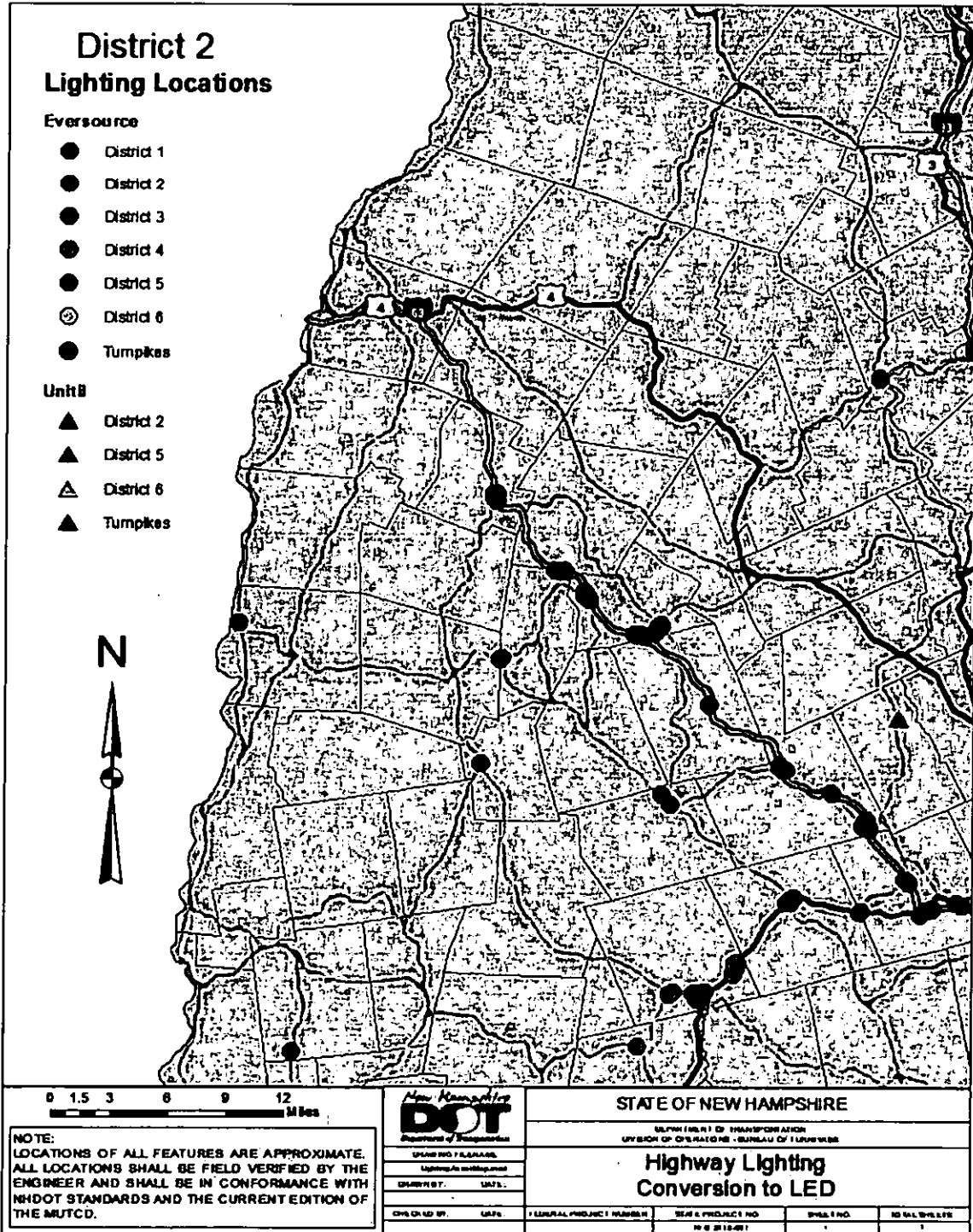
Date 6/29/18



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
HIGHWAY LIGHTING CONVERSION TO LED  
DIVISION OF OPERATIONS RFB DOT 2018-001 EXHIBIT G**

**Appendix A (Continued)**

**Highway Lighting Locations by District and Utility**



**NOTE:**  
LOCATIONS OF ALL FEATURES ARE APPROXIMATE.  
ALL LOCATIONS SHALL BE FIELD VERIFIED BY THE  
ENGINEER AND SHALL BE IN CONFORMANCE WITH  
NH DOT STANDARDS AND THE CURRENT EDITION OF  
THE MUTCD.

		STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION DIVISION OF OPERATIONS - BUREAU OF UTILITIES			
GRAND NO. 1533448 Lighting As installed		<b>Highway Lighting Conversion to LED</b>			
DATE:	DATE:	FEDERAL PROJECT NUMBER:	STATE PROJECT NO.:	SHEET NO.:	TOTAL SHEETS:
			10 0 21 10 01	1	1

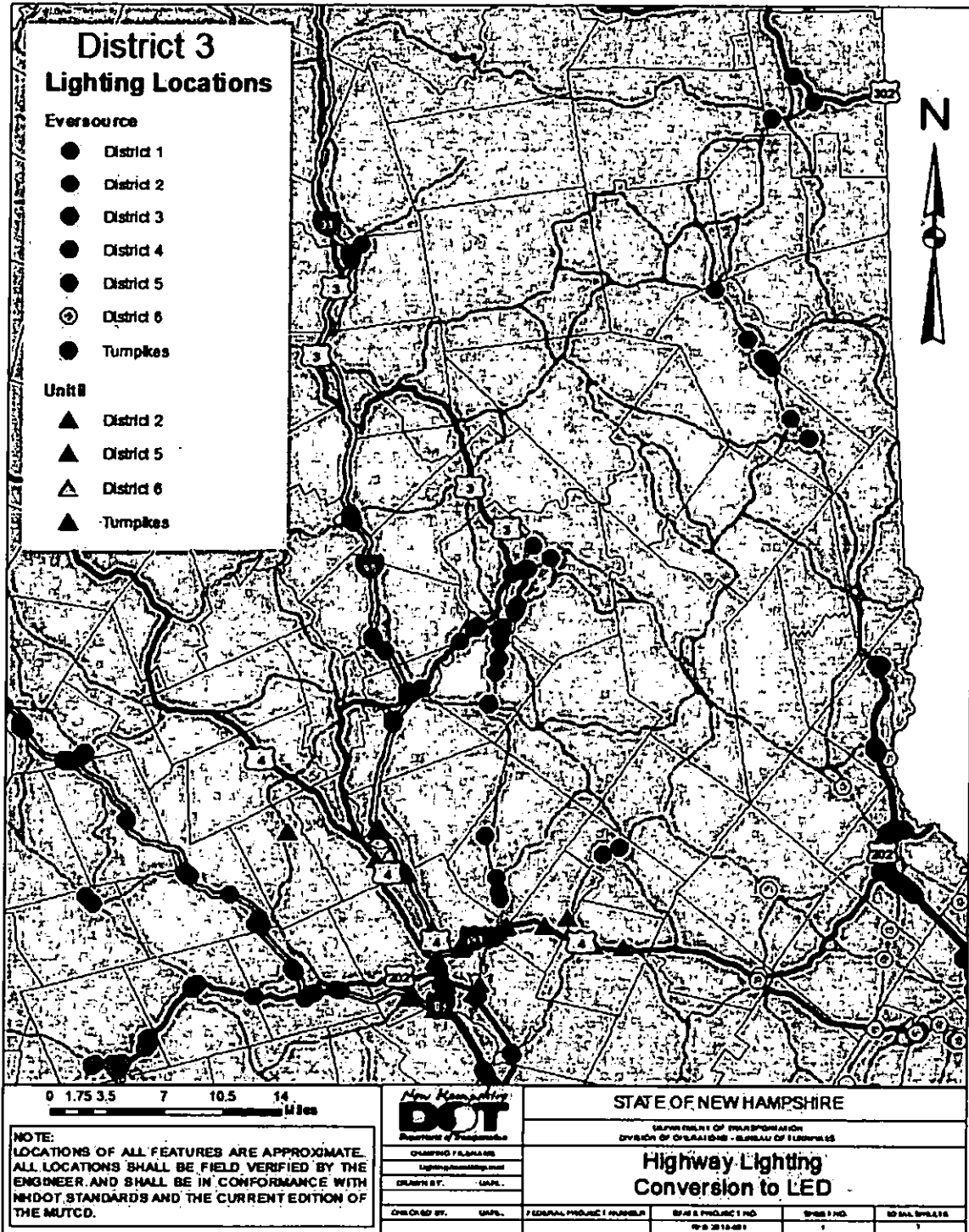
Contractor Initials JS  
Date 6/24/18



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
HIGHWAY LIGHTING CONVERSION TO LED  
DIVISION OF OPERATIONS RFB DOT 2018-001 EXHIBIT G**

**Appendix A (Continued)**

**Highway Lighting Locations by District and Utility**

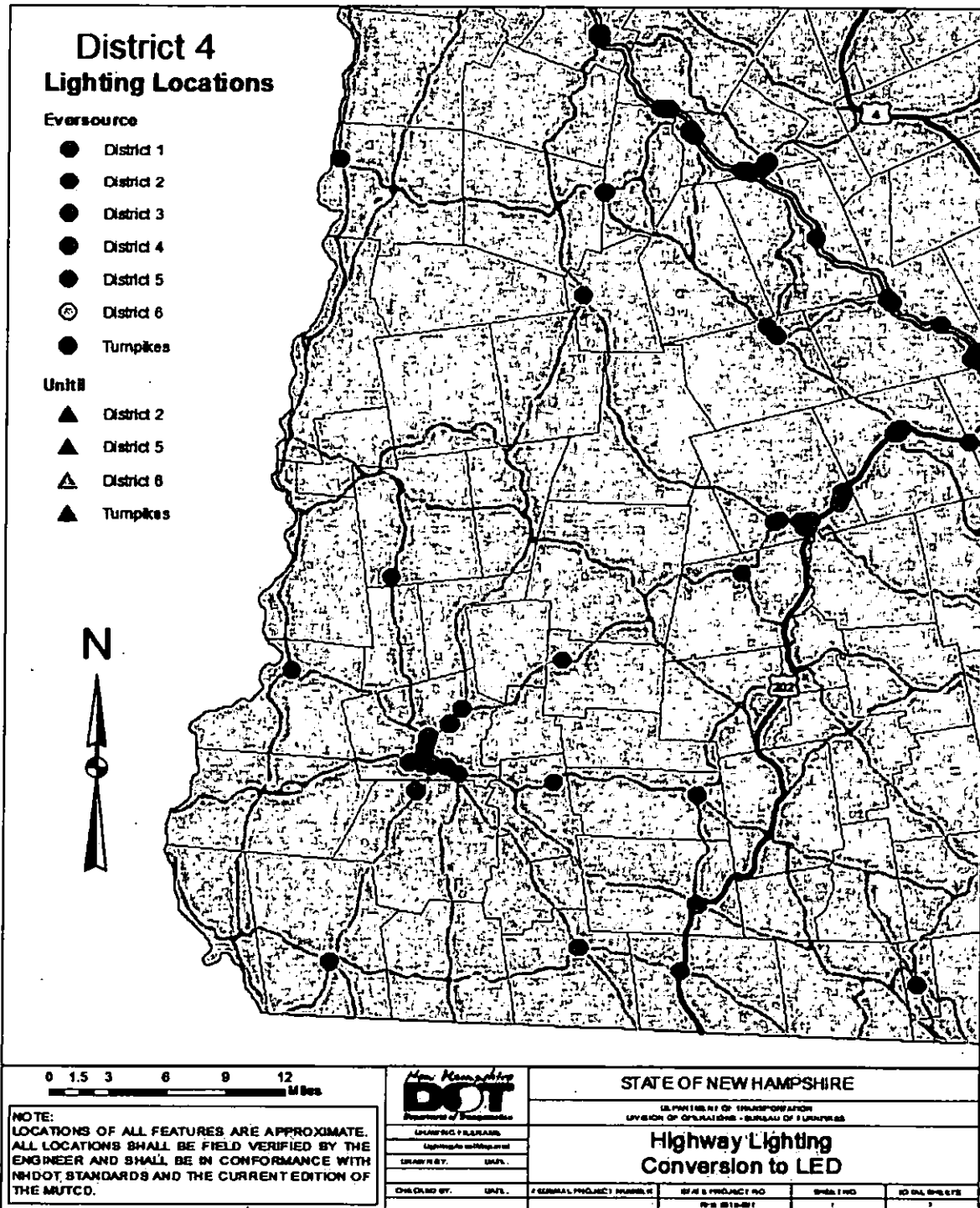


Contractor Initials AA  
Date 6/29/15

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
HIGHWAY LIGHTING CONVERSION TO LED  
DIVISION OF OPERATIONS RFB DOT 2018-001 EXHIBIT G**

**Appendix A (Continued)**

**Highway Lighting Locations by District and Utility**



0 1.5 3 6 9 12  
Miles

**NOTE:**  
LOCATIONS OF ALL FEATURES ARE APPROXIMATE.  
ALL LOCATIONS SHALL BE FIELD VERIFIED BY THE  
ENGINEER AND SHALL BE IN CONFORMANCE WITH  
NHDOT STANDARDS AND THE CURRENT EDITION OF  
THE MUTCD.

		STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION DIVISION OF OPERATIONS - BUREAU OF UTILITIES			
DRAWING: 15-00000 Lighting to LED by utility		<b>Highway Lighting Conversion to LED</b>			
DRAWN BY: UNL	CHECKED BY: UNL	GENERAL PROJECT NUMBER:	STATE PROJECT NO:	SHEET NO:	TOTAL SHEETS:
		P-18-019-001			

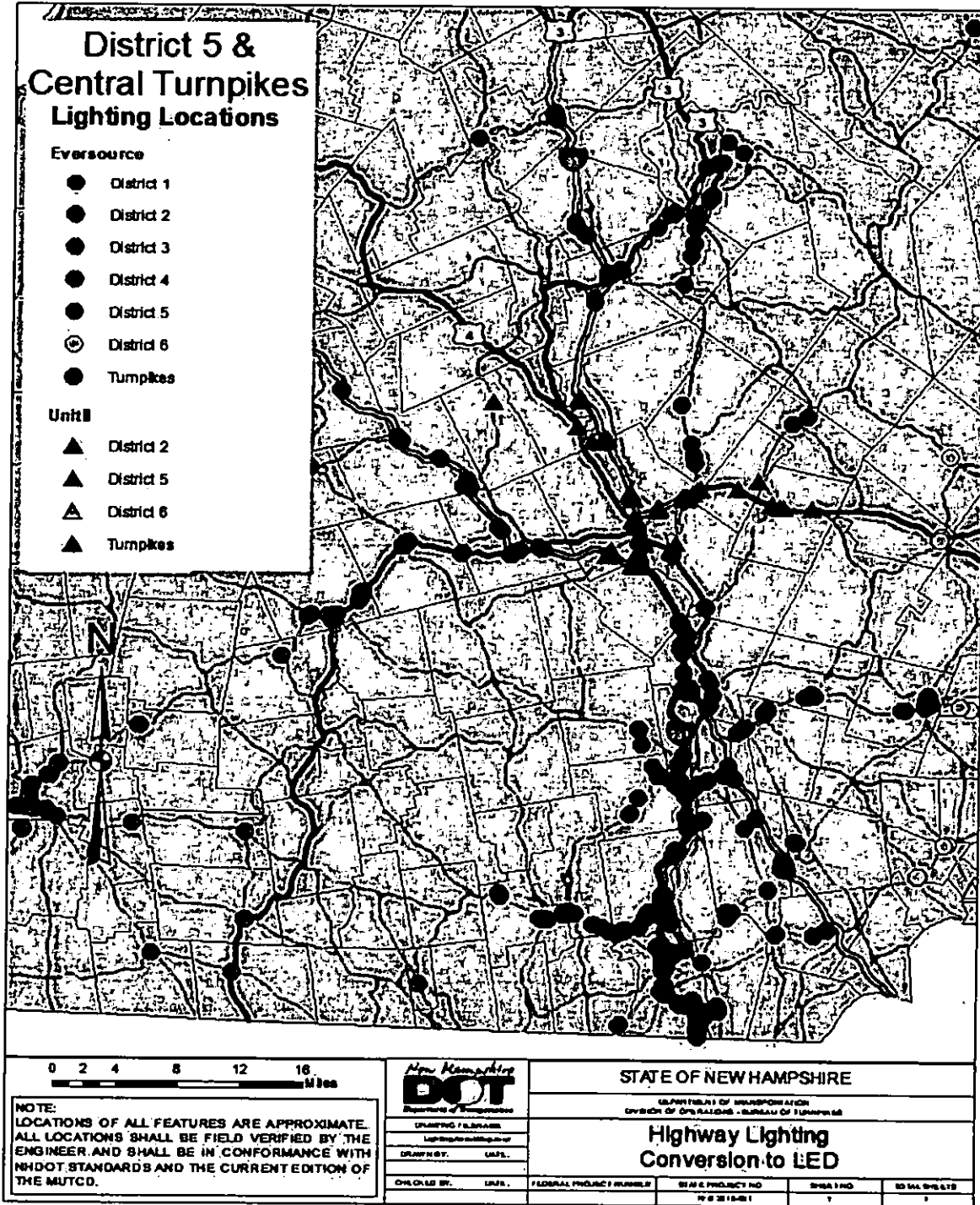
Contractor Initials                     

Date 6/29/18

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
HIGHWAY LIGHTING CONVERSION TO LED  
DIVISION OF OPERATIONS RFB DOT 2018-001 EXHIBIT G**

**Appendix A (Continued)**

**Highway Lighting Locations by District and Utility**



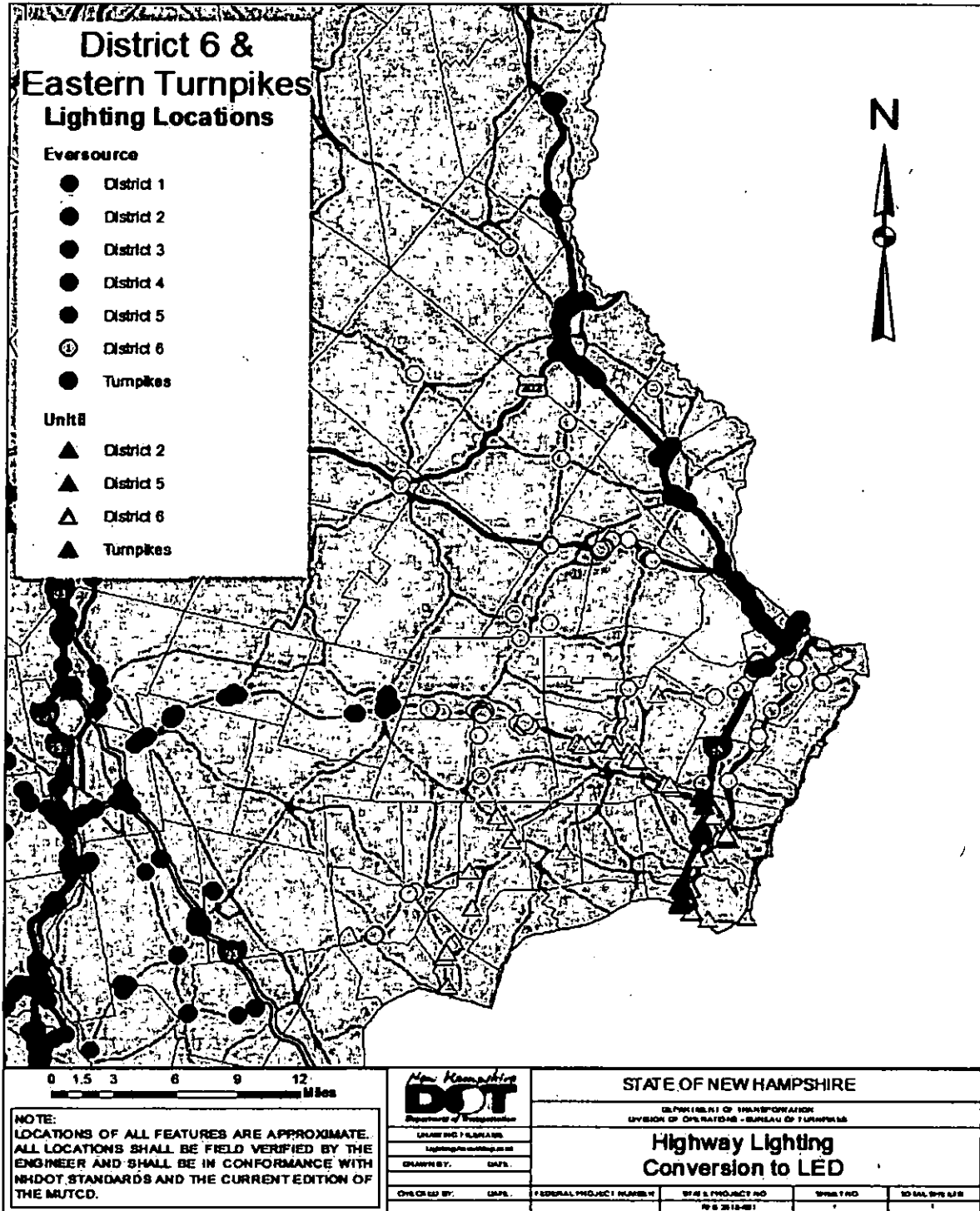
Contractor Initials *[Signature]*

Date 6/29/18

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
HIGHWAY LIGHTING CONVERSION TO LED  
DIVISION OF OPERATIONS RFB DOT 2018-001 EXHIBIT G**

**Appendix A (Continued)**

**Highway Lighting Locations by District and Utility**



Contractor Initials *JK*  
Date *6/22/15*

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
HIGHWAY LIGHTING CONVERSION TO LED  
DIVISION OF OPERATIONS RFB DOT 2018-001 EXHIBIT G**

**Appendix B  
Bid Schedule**

Line Item #	Description	Estimated Quantity	Units	Unit Price	Total Amount
1	Lighting Audit	1982	Each		\$0.00
	At [redacted] Dollars per Each				
2	Department Wide GIS Database	1982	Each		\$0.00
	At [redacted] Dollars per Each				
3	Conversion of 50W, 100W and 150W lights to LED	123	Each		\$0.00
	At [redacted] Dollars per Each				
4	Conversion of 250W lights to LED (Cobrahead)	1771	Each		\$0.00
	At [redacted] Dollars per Each				
5	Conversion of 250W lights to LED (Flood Light)	18	Each		\$0.00
	At [redacted] Dollars per Each				
6	Conversion of 400W lights to LED (Cobrahead)	31	Each		\$0.00
	At [redacted] Dollars per Each				
7	Conversion of 400W lights to LED (Flood Light)	39	Each		\$0.00
	At [redacted] Dollars per Each				
8	Truck-Mounted Impact Attenuator, Test Level 3	2	Unit		\$0.00
	At [redacted] Dollars per Unit				
9	Uniformed Officers with Vehicle One and 0/100	60000	\$	\$1.00	\$60,000.00
	At [redacted] Dollars per \$				
<b>Grand Total</b>					<b>\$60,000.00</b>

NOTES: Additional lighting encountered in the field during conversion will be paid for at the bid price for the appropriate wattage light installed. Only the actual number of lights converted will be paid for.

**INSTRUCTIONS:**

1. Enter the bid value for each line item in the orange and yellow cells as described below. Only orange and yellow cells are unlocked for editing. Total values will be calculated automatically.
  2. Double check all bids and total values for accuracy and completeness for each line item prior to submitting bids. Bids that are incomplete will not be considered for award of contract.
  3. Print, sign and date this sheet in the space provided below. Completed bids shall be submitted either by mail or dropped off at the location and by the time noted on the first page of the Request for Bids document.
- Orange Cells Write in actual unit price bid for the item, using alphanumeric text (See Line Item #9 Uniformed Officers with Vehicle for example).
- Yellow Cells Write in numerical dollar value for the unit price bid for the item (example: \$1.00).

Company Name: \_\_\_\_\_  
 Company Address: \_\_\_\_\_  
 Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**An electronic version of this form, in Microsoft Excel format, has also been provided as part of this RFB. PLEASE COMPLETE THE ELECTRONIC VERSION OF THIS FORM, PRINT, SIGN, AND RETURN TO THE ADDRESS LISTED AND BY THE DATE SPECIFIED ON THE COVER OF THIS RFB.**

Contractor Initials SL  
 Date 6/29/15

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
HIGHWAY LIGHTING CONVERSION TO LED  
DIVISION OF OPERATIONS RFB DOT 2018-001 EXHIBIT G**

**Appendix C**

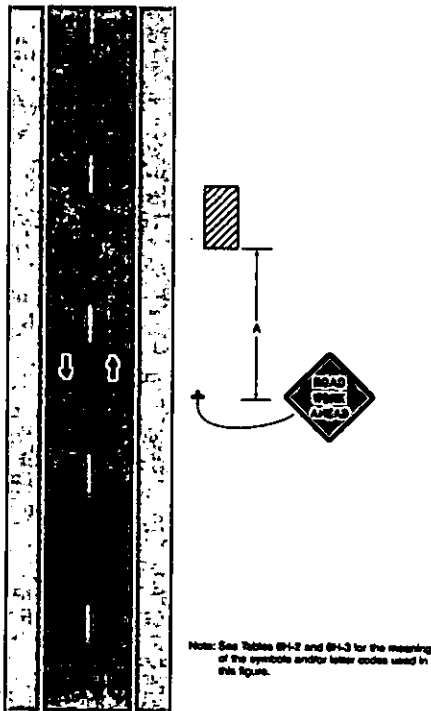
**Anticipated Traffic Control Scenarios**

Notes: Traffic control situations will vary greatly depending on location, traffic volumes, and individual characteristics of each lighting location. The MUTCD panels below are intended as examples of traffic control set ups the Department typically expects for short-duration, mobile operations. Not all locations will require flaggers or impact attenuation vehicles, but may be requested by the Department as part of the contract work. The Contractor will provide an attenuation vehicle as needed, as specified in section 1.3.6 above. Reference the appropriate figures in the current edition of the MUTCD for further information on the layouts below. When the typical layouts below are used on a divided-highway or interstate facility, or where required by the Department, a uniformed police officer with a vehicle shall also be utilized.

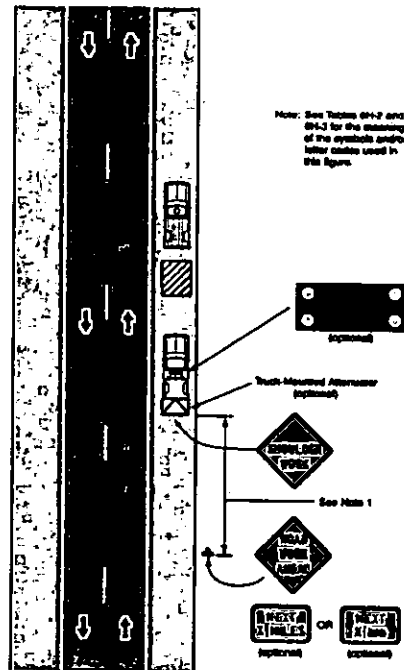
Figure 6H-1. Work Beyond the Shoulder (TA-1)

Figure 6H-4. Short-Duration or Mobile Operation on Shoulder (TA-4)

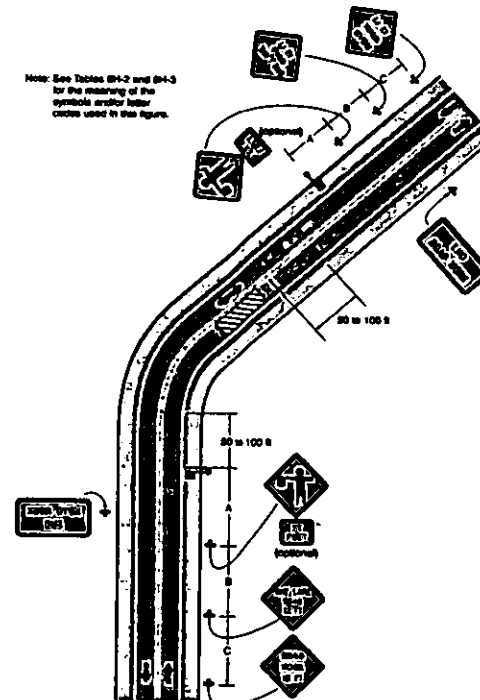
Figure 6H-10. Lane Closure on a Two-Lane Road Using Flaggers (TA-10)



Typical Application 1



Typical Application 4



Typical Application 10

Contractor Initials AR  
Date 6/29/18

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
HIGHWAY LIGHTING CONVERSION TO LED  
DIVISION OF OPERATIONS RFB DOT 2018-001 EXHIBIT G**

**Appendix C (Continued)**

**Additional Turnpike Traffic Control Requirements**

Turnpike Day Time Lane Closure	
<b>General Notes:</b>	
<ul style="list-style-type: none"> <li>- Toll Plaza lane closures shall be coordinated with the Supervisor of Toll Operations or Toll Manager or Turnpikes Administrator(s).</li> <li>- No daytime ramp closures unless approved by a Turnpike Administrator(s).</li> <li>- Double lane closures shall be approved by a Turnpike Administrator(s).</li> <li>- Typically takes a crew 45 minutes to set up the lane closure with arrow board, signs, and cones.</li> <li>- Saturday and Sunday lane closures are allowed depending on the time of the year and need to be approved by a Turnpike Administrator(s).</li> <li>- Coordinate all Press releases with NHDOT's Public Informational Officer</li> <li>- Times note the start in the implementation of the lane closure or time to be out of the lane including traffic control equipment.</li> </ul>	
<b>Location</b>	<b>Maintenance of Traffic for Daytime lane closure</b>
<b>1-93</b>	
1-93 NB & SB in Concord from mm 38.6 (Exit 14) to mm 35 (North of Grandview bridge)	No daytime lane closures except for emergency guard rail repair. Daytime shoulder closures are allowed from 9:00 am to 3:00 pm Monday through Thursday and on Friday prior to 12:00 pm. During the low traffic periods in Jan - April daytime lane closures may be approved through Turnpikes Administrator(s).
1-93 NB & SB in Bow-Hooksett from mm 35 to I-93/293 interchange	Single lane closures are allowed from 9:00 am to 3:00 pm Monday through Thursday. Friday no closure after 12:00 pm.
Hooksett Toll Plaza ORT	No daytime closures unless an emergency. A press release shall be issued for all ORT lane closures.
<b>1-293</b>	
1-293 NB & SB from mm 10.6 (193 interchange) south to FEE Tpk/NH 101 interchange	No daytime lane closure except for emergency guard rail repair. Daytime shoulder closures are allowed from 9:00 am to 3:00 pm Monday through Thursday and on Friday prior to 12:00 pm. During the low traffic periods in Jan - April daytime lane closures may be approved through Turnpikes Administrator(s).
<b>FEE TURNPIKE</b>	
FEE Tpk NB & SB from I293/NH 101 Interchange to mm 11.2 (Exit 11)	Daytime lane & shoulder closures are allowed from 9:00 am to 3:00 pm Monday through Thursday and on Friday prior to 12:00 pm except in July and August unless approved by Turnpikes Administrator(s) Daytime shoulder closures during July and August are allowed from 9:00 am to 3:00 pm Monday through Thursday and on Friday prior to 12:00 pm. In the areas with three (3) lanes daytime lane and shoulder closure are allowed from 9:00 am to 3:00 pm Monday through Thursday and on Friday prior to 12:00 pm
FEET NB & SB from Exit 11 mm 11.2 to mm 10.2	Single lane closures are allowed from 9:00 am to 3:00 pm Monday through Thursday. Friday no closure after 12:00 pm.
FEET NB & SB from mm 10.2 to mm 9.4	No daytime lane closure except for emergency guard rail repair. Daytime shoulder closures are allowed from 9:00 am to 3:00 pm Monday through Thursday and on Friday prior to 12:00 pm. During the low traffic periods in Jan - April daytime lane closures may be approved through Turnpikes Administrator(s).
FEET NB & SB from mm 9.4 to mm 0 (Mass line)	Single lane and shoulder closures are allowed from 9:00 am to 3:00 pm Monday through Thursday. Friday no closure after 12:00 pm.
<b>1-95</b>	
<b>Note: Daytime lane closures from June through first weekend in September must be approved by Administrator(s).</b>	
1-95 NB & SB from Mass line to mm 12.4 Hampton Toll Plaza ORT	Shoulder and single lane closures are allowed from 9:00 am to 3:00 pm Monday through Thursday. Friday no closure after 12:00 pm. No daytime closure unless an emergency. A press release shall be issued for all ORT lane closures.
1-95 NB & SB from mm 12.4 to mm 14.0	No daytime shoulder or lane closures except for emergencies.
1-95 NB & SB from mm 14 to State line	Shoulder and single lane closures are allowed from 9:00 am to 3:00 pm Monday through Thursday. Friday no closure after 12:00 pm.
<b>Spaulding Turnpike</b>	
Spaulding NB & SB from mm 0 to mm 3.0 (Little Bay Bridge area)	No daytime lane closure except for emergency guard rail repair. Daytime shoulder closure is allowed from 9:00 am to 3:00 pm Monday through Thursday. Friday no closures after 12:00 pm. In areas with three (3) lanes daytime lane and shoulder closures are allowed from 9:00 am to 3:00 pm Monday through Thursday and on Friday prior to 12:00 pm
Spaulding NB & SB from mm 3.0 (Little Bay Bridge area) to mm 5.8	No daytime shoulder or lane closures except for emergencies.
Spaulding NB & SB from mm 5.8 to mm 12.4 (past Exit 9 in Dover)	Daytime lane & shoulder closures are allowed from 9:00 am to 3:00 pm Monday through Thursday. Friday no closures after 12:00 pm. Closures during July and August shall be removed if the traffic backs up a 1/2 mile or greater.
Spaulding NB & SB from mm 12.4 (North of Exit 9) to mm 17.8 (Exit 12)	Shoulder and single lane closures are allowed from 9:00 am to 3:00 pm Monday through Thursday. Friday no closures after 12:00 pm.
Spaulding NB & SB Exit 12 to Exit 16	Shoulder and single lane closures are allowed from 9:00 am to 3:00 pm Monday through Thursday. Friday no closures after 12:00 pm.
<b>Turnpike Night Time Lane Closure</b>	
<b>General Notes:</b>	
<ul style="list-style-type: none"> <li>- Toll Plaza lane closures shall be coordinated with the Supervisor of Toll Operations or Toll Manager or Turnpikes Administrator(s).</li> <li>- Ramp closures need to be approved by Turnpike's Administrator(s).</li> <li>- Times may be adjusted based on the time of the year with approval from your Supervisor.</li> <li>- Saturday and Sunday lane closures are allowed depending on the time of the year and need to be approved by a Turnpike Administrator(s).</li> <li>- Coordinate all Press releases with NHDOT's Public Informational Officer</li> <li>- During summer months lane closure start times may need to be altered to a later time confirm start time with your Supervisor.</li> <li>- Times note the start in the implementation of the lane closure or time to be out of the lane including traffic control equipment.</li> </ul>	
<b>Location</b>	<b>Maintenance of Traffic for night time lane closure</b>
1-93 NB & SB	Sunday through Thursday 8:00 pm to 5:00 am. No lane closure Friday or Saturday nights
FEET NB & SB	Sunday through Thursday 8:00 pm to 5:00 am. No lane closure Friday or Saturday nights
1-95 NB & SB	Sunday through Thursday 8:00 pm to 5:00 am. No lane closure Friday or Saturday nights
Spaulding NB & SB	Sunday through Thursday 8:00 pm to 5:00 am. No lane closure Friday or Saturday nights

Contractor Initials \_\_\_\_\_

Date \_\_\_\_\_

*[Handwritten Signature]*  
6/29/18





**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
HIGHWAY LIGHTING CONVERSION TO LED  
DIVISION OF OPERATIONS RFB DOT 2018-001 EXHIBIT G**

**Appendix D (Continued)**

**Example Unitil Ledger**

Customer #	Pole #	Device #	Customer Name	Permis #	Street Name	Town	Device Kind	Device Make	Device Type
2131578000	066-0047-0-53-0-50	L20831120101	NH DEPT DOT-DIST #6	20831120000	MILL RD	KINGSTON	OL STREET LIGHT	OL 50 WATTS	OL SODIUM VAPOR
2141935000	170-0002-0-52-0-21	L20836820101	NH DEPT OF TRANSPORTATION	20836820000	INTERSTATE HWY	SEABROOK	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2141936000	170-0003-0-00-0-21	L20836860101	NH DEPT OF TRANSPORTATION	20836860000	INTERSTATE HWY	SEABROOK	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2141937000	170-0005-0-00-0-21	L20836880101	NH DEPT OF TRANSPORTATION	20836880000	1.95 REST AREA 11055	SEABROOK	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2141938000	170-0002-0-55-0-21	L20836900101	NH DEPT OF TRANSPORTATION	20836900000	INTERSTATE HWY	SEABROOK	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2141939000	170-0007-0-00-0-21	L20836920101	NH DEPT OF TRANSPORTATION	20836920000	INTERSTATE HWY	SEABROOK	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2141940000	170-0002-0-62-0-21	L20836940101	NH DEPT OF TRANSPORTATION	20836940000	INTERSTATE HWY	SEABROOK	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2141941000	170-0009-0-00-0-21	L20836960101	NH DEPT OF TRANSPORTATION	20836960000	INTERSTATE HWY	SEABROOK	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2141942000	170-0011-0-00-0-21	L20837000101	NH DEPT OF TRANSPORTATION	20837000000	INTERSTATE HWY	SEABROOK	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2141943000	170-0002-0-64-0-21	L20837020101	NH DEPT OF TRANSPORTATION	20837020000	INTERSTATE HWY	SEABROOK	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2141944000	170-0013-0-00-0-21	L20837040101	NH DEPT OF TRANSPORTATION	20837040000	INTERSTATE HWY	SEABROOK	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2141945000	170-0015-0-00-0-21	L20837140101	NH DEPT OF TRANSPORTATION	20837140000	INTERSTATE HWY	SEABROOK	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2141964000	061-0018-0-01-0-21	L20837660101	NH DEPT OF TRANSPORTATION	20837660000	STATE RTE	SEABROOK	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2141965000	061-0015-0-10-0-21	L20837680101	NH DEPT OF TRANSPORTATION	20837680000	STATE RTE	SEABROOK	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2141966000	061-0015-0-04-0-21	L20837700101	NH DEPT OF TRANSPORTATION	20837700000	STATE RTE	SEABROOK	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2141967000	061-0018-0-05-0-21	L20837720101	NH DEPT OF TRANSPORTATION	20837720000	STATE RTE	SEABROOK	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2141968000	061-0015-0-08-0-21	L20837740101	NH DEPT OF TRANSPORTATION	20837740000	STATE RTE	SEABROOK	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2141971000	061-0014-2-08-0-21	L20837780101	NH DEPT OF TRANSPORTATION	20837780000	STATE RTE	SEABROOK	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2141972000	061-0014-0-04-0-21	L20837800101	NH DEPT OF TRANSPORTATION	20837800000	STATE RTE	SEABROOK	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2141973000	061-0014-2-05-0-21	L20837820101	NH DEPT OF TRANSPORTATION	20837820000	STATE RTE	SEABROOK	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2141974000	061-0014-2-13-0-21	L20837840101	NH DEPT OF TRANSPORTATION	20837840000	STATE RTE	SEABROOK	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2141975000	061-0018-0-12-0-21	L20837860101	NH DEPT OF TRANSPORTATION	20837860000	STATE RTE	SEABROOK	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2141976000	061-0014-2-52-0-21	L20837880101	NH DEPT OF TRANSPORTATION	20837880000	STATE RTE	SEABROOK	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2141977000	061-0014-2-11-0-21	L20837900101	NH DEPT OF TRANSPORTATION	20837900000	STATE RTE	SEABROOK	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2141978000	061-0018-0-15-0-21	L20837920101	NH DEPT OF TRANSPORTATION	20837920000	STATE RTE	SEABROOK	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2142288000	170-0001-0-09-0-21	L20928440101	NH DEPT OF TRANSPORTATION	20928440000	INTERSTATE HWY	SEABROOK	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2142299000	170-0001-0-09-0-21	L20928460101	NH DEPT OF TRANSPORTATION	20928460000	INTERSTATE HWY	SEABROOK	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2142300000	170-0001-0-03-0-21	L20928480101	NH DEPT OF TRANSPORTATION	20928480000	INTERSTATE HWY	SEABROOK	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2142301000	170-0001-0-09-0-21	L20928500101	NH DEPT OF TRANSPORTATION	20928500000	INTERSTATE HWY	SEABROOK	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2142302000	170-0001-0-05-0-21	L20928520101	NH DEPT OF TRANSPORTATION	20928520000	INTERSTATE HWY	SEABROOK	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2142303000	170-0001-0-05-0-21	L20928540101	NH DEPT OF TRANSPORTATION	20928540000	INTERSTATE HWY	SEABROOK	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2142304000	170-0001-0-07-0-21	L20928560101	NH DEPT OF TRANSPORTATION	20928560000	INTERSTATE HWY	SEABROOK	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2142305000	170-0001-0-07-0-21	L20928580101	NH DEPT OF TRANSPORTATION	20928580000	INTERSTATE HWY	SEABROOK	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2142313000	170-0002-0-57-0-21	L20933100101	NH DEPT OF TRANSPORTATION	20933100000	INTERSTATE HWY	SEABROOK	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2142314000	170-0002-0-60-01-21	L20933140101	NH DEPT OF TRANSPORTATION	20933140000	INTERSTATE HWY	SEABROOK	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2051359000	345-0002-5-00-0-31	L20300700101	NH DOT BUREAU OF TRAFFIC	20300700000	STATE RTE 51	HAMPTON	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2051360000	345-0003-5-00-0-31	L20300720101	NH DOT BUREAU OF TRAFFIC	20300720000	STATE RTE 51	HAMPTON	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2051361000	345-0001-5-00-0-31	L20300740101	NH DOT BUREAU OF TRAFFIC	20300740000	STATE RTE 51	HAMPTON	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2141728000	390-0017-5-00-0-31	L20820660101	NH DOT BUREAU OF TRAFFIC	20820660000	STATE RT 101 AND 27	HAMPTON	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2141729000	390-0022-5-00-0-31	L20820680101	NH DOT BUREAU OF TRAFFIC	20820680000	STATE RT 101 AND 95	HAMPTON	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2141730000	390-0020-5-52-0-31	L20820700101	NH DOT BUREAU OF TRAFFIC	20820700000	STATE RT 101 AND 95	HAMPTON	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2141731000	390-0008-5-52-0-31	L20820720101	NH DOT BUREAU OF TRAFFIC	20820720000	STATE RT 101 AND 95	HAMPTON	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2141732000	390-0006-5-62-0-31	L20820740101	NH DOT BUREAU OF TRAFFIC	20820740000	STATE RT 101 AND 95	HAMPTON	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2141733000	390-0008-5-04-0-31	L20820760101	NH DOT BUREAU OF TRAFFIC	20820760000	STATE RT 101 AND 95	HAMPTON	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2141734000	390-0019-5-00-0-31	L20820780101	NH DOT BUREAU OF TRAFFIC	20820780000	STATE RT 101 AND 95	HAMPTON	OL STREET LIGHT	OL 250 WATTS	OL SODIUM VAPOR
2141735000	001-0001-5-00-0-31	L20820900101	NH DOT BUREAU OF TRAFFIC	20820900000	INTERSTATE HWY	HAMPTON	OL STREET LIGHT	OL 1000 WATTS	OL SODIUM VAPOR

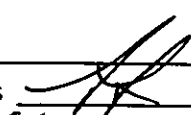
Contractor Initials	<i>[Signature]</i>
Date	6/29/15

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
HIGHWAY LIGHTING CONVERSION TO LED  
DIVISION OF OPERATIONS RFB DOT 2018-001 EXHIBIT G**

**Appendix D (Continued)**

**Sample GIS Database Data**

Field Names	Sample Data		
Description	FEET ; Bedford Toll Plaza ;	F E EVERETT TOLL PLAZA	F E EVERETT TOLL PLAZA
Owning Crew	Turnpike	Turnpike	Turnpike
Comments		FEET ; Bedford Toll Plaza ;	FEET ; Bedford Toll Plaza ;
Town	BEDFORD	BEDFORD	BEDFORD
Longitude	-71.4660639	-71.46504722	-71.465228
Latitude	42.917675	42.91711944	42.9177889
Utility Pole Number	1	355/L 7	355/L 8
Fixture Status	On	On	On
Pole Status	OK	OK	OK
Fixture Type	Unknown	High Pressure Sodium	High Pressure Sodium
Fixture Wattage	Unknown	400 Watt Bulb	400 Watt Bulb
Fixture Install Date	0	0	0
Fixture Style	0	Cobrahead	Cobrahead
Utility	PSNH	PSNH	PSNH
Account	0	800144705	800144705
Billing Type	0	Tariff	Tariff

Contractor Initials	
Date	6/29/15

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

Highway Lighting LED Conversion  
RFB 2018-001

ADDENDUM NO. 1

Bidders are advised of the following "Revisions" and "Inquiry" responses to the above noted Request-for-Bids issued on May 7, 2018:

Revisions

1. Change, the "Responses Due" date on the cover sheet to "2:30 PM, June 5, 2018."

Notes:

- No additional inquiries will be accepted during the remainder of the bid period.
  - Addendum #2 will be issued by Thursday May 24<sup>th</sup> at 2:30 pm responding to all other inquiries received prior to Friday May 18<sup>th</sup> at 5:30 pm.
2. Add the following sentence to 1.3.1 Project Management and Administration:
    - n) Provide a Contract Bond as required by RSA 447:16, and specified in the current *NHDOT Standard Specifications for Road and Bridge Construction*, Section 103.05 and other appurtenant sections. The *NHDOT Standard Specifications for Road and Bridge Construction* can be found online at:  
<https://www.nh.gov/dot/org/projectdevelopment/highwaydesign/specifications/index.htm>.
  3. Add the following sentence to section 1.3.1, part e):
    - The Contractor shall coordinate lighting conversion work with both the Department and utility companies. The lighting conversion work shall be scheduled in such a way that maximizes potential rebate disbursements to the Department as much as feasible.
  4. Add the following sentence to section 1.3.1, part f):
    - The project schedule submittal shall include a narrative describing the lighting conversion sequence, and how the conversion work schedule relates to the potential rebates the Department would be eligible for as proposed in the schedule.
  5. Add the following sentence to section 2.1 Products, part a) General Requirements:
    - k. All fixtures provided as part of this conversion effort shall be capable of operating at multiple voltages, ranging from 100 Volts to 227 Volts.

### Inquiry Response

6. Is a bid bond and/or final bonds required?

- A proposal guaranty (bid bond) will not be required. A contract bond (final bond) will be required by New Hampshire state law. See Revision #2 above.

7. Does the 1 year labor warranty begin on each fixture date, or the date of the last fixture installation?

- Section 2.1, part d) line b.

8. [The specification] calls for the [LED] driver to be mounted on the door of the fixture. Please confirm it is acceptable for the driver to be installed inside the fixture and not on the door.

- It is acceptable for the driver to be installed inside the fixture and not on the door. All other material requirements specified in section 2 of the RFB shall still apply.

9. When does NHDOT expect the contract to be signed for a start work time?

- There are several steps and contractor documentation required prior to the contract being signed and the Department issuing a notice to proceed for the work.
- The notice to proceed will be issued only after approval by the State's Governor and Executive Council (G&C). No work, other than the development of contract documents in support of G&C approval, will be allowed prior to issuance of the notice to proceed.
- The contract will follow NHDOT's standard P-37 contract requirements. A sample copy of the P-37 contract document has been included with this addendum for reference. Review this document to ensure all requirements can be met.
- The target date for G&C approval is August 15, 2018. Earlier approval dates will be pursued if feasible however is dependent upon submittal of contract documents by both the Contractor and Department. No adjustments to the contract bid amount will be permitted as a result of the ultimate notice-to-proceed date.

10. Is the installation timing designed to split calendar years for incentive purposes?

- Due to the time of year the contract will be executed, it is anticipated that the fixture installation will be split between calendar years. The contractor shall submit a work schedule per contract for review by the Department and shall work with the Department and respective utilities regarding schedule to realize the maximum rebates as available. See revisions #3 and #4 above.

11. Do you have the locations of the Floods vs. the Cobra heads?

- Known 400 Watt flood light locations are at the toll plaza facilities along the mainline of I-93 in Hooksett, NH and at the toll plaza facilities along the main line of the F.E. Everett Turnpike in Bedford, NH.

Exhibit H Page 7 of 7

Contractor Initials: *[Signature]*

Date: *6/29/18*

- Flood lights are also located along ramps at the interchange of I-293, NH 101, and F.E. Everett in Bedford, NH and are assumed to be 250 Watt.
- All other lighting locations across the state are assumed to be cobrahead fixtures, however there may be floodlights installed at other locations.

12. Is it correct that no "High Mast" product is on this round for conversion?

- High-mast lighting is not included in this conversion effort.

13. Could you please provide the height(s) of the poles/mounting height(s) of the fixtures on this contract?

- Lights mounted on aluminum poles are mounted at approximately 40', with the exception of lights located at the Hooksett and Bedford Toll Plazas that are mounted at approximately 50'. Lights mounted on wood distribution poles are typically mounted at approximately 35'.

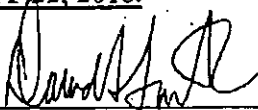
14. Is all of the voltage in the field 120v or [is] there anything greater than 277v that we should be aware of?

- Voltage at each individual lighting location is unknown and may vary however there are no known locations with a voltage greater than 227 Volts anticipated. Lighting fixtures supplied for this project shall include multi-volt capabilities.

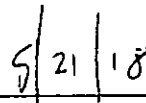
15. The 60,000 figure in Appendix B for uniformed police officers is fixed and we don't need to do any additional calculations to address that item.

- \$60,000 has been allotted by the Department for the use of uniformed officers to aid in traffic control operations. This amount must not be altered by the bidder, but has been preset by the Department for consistent application for the grand total of all bids. This item will be used for actual costs for uniformed officers throughout the contract duration as needed, and paid for as specified in section 618 of the current *NHDOT Standard Specifications for Road and Bridge Construction*. Unused portions of this allotment will not be reimbursed to the Contractor.

**BIDDERS SHALL ACKNOWLEDGE THIS ADDENDUM BY WAY OF E-MAIL TO THE DEPARTMENT CONTACT LISTED ON THE RFB COVER SHEET BY 3:30 PM, MAY 22, 2018.**



David S. Smith, P.E.  
Assistant Administrator



Date

## Sample P-37 Contract Form

FORM NUMBER P-37 (version 5/8/15)

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

### AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

#### GENERAL PROVISIONS

<b>1. IDENTIFICATION.</b>	
1.1 State Agency Name	1.2 State Agency Address
1.3 Contractor Name	1.4 Contractor Address
1.5 Contractor Phone Number	1.6 Account Number
	1.7 Completion Date
	1.8 Price Limitation
1.9 Contracting Officer for State Agency	1.10 State Agency Telephone Number
1.11 Contractor Signature	1.12 Name and Title of Contractor Signatory
1.13 Acknowledgement: State of _____, County of _____	
On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.	
1.13.1 Signature of Notary Public or Justice of the Peace	
(Seal)	
1.13.2 Name and Title of Notary or Justice of the Peace	
1.14 State Agency Signature	1.15 Name and Title of State Agency Signatory
Date:	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)	
By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)	
By:	On:
1.18 Approval by the Governor and Executive Council (if applicable)	
By:	On:

**2. EMPLOYMENT OF CONTRACTORS/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work of sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials \_\_\_\_\_  
Date \_\_\_\_\_

Contractor Initials \_\_\_\_\_

Date: 6/29/10

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Page 3 of 4

Contractor Initials \_\_\_\_\_  
Date \_\_\_\_\_

Exhibit H Page 6 of 7

Contractor Initials: *AS*

Date: *6/24/18*



14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials \_\_\_\_\_  
Date \_\_\_\_\_

Contractor Initials: 

Date: 6/29/18

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

Highway Lighting LED Conversion  
RFB 2018-001

ADDENDUM NO. 2

Bidders are advised of the following "Revisions" and "Inquiry" responses to the above noted Request-for-Bids issued on May 7, 2018:

Revisions

1. Add the following sentence to 1.3.4 Conversion of Existing Lights to LED:
  - n) The Contractor shall be responsible for furnishing and installing all LED lights and necessary equipment needed for the conversion effort. All taxes, fees and other charges associated with the purchase of materials shall be included in the unit prices bid for the various work line items as specified in this RFB and the current *NHDOT Standard Specifications for Road and Bridge Construction*, section 107.02.
2. Change portions of 1.3.5 to read:
  - "...Additionally, the following are specific provisions for this project:
    - a) Sample traffic control scenarios anticipated to be utilized during the lighting conversion work, and additional lane closure restrictions for Turnpike locations have been included for reference in Appendix C. Traffic control scenarios anticipated to be utilized during field audit work shall follow MUTCD guidance noted in the MUTCD for Figure 6H-1 (Typical Application 1) for short-term, short-duration or mobile operations, which allows the elimination of signs and channelizing devices, and the use of high-intensity strobe lighting. All field personnel shall wear appropriate high-visibility clothing and personal protective equipment at all times while working within the state right-of-way. The Contractor shall coordinate traffic control efforts and plans, as stated in 1.3.4.d above, with the Department prior to commencing work. All traffic control materials, equipment, installation and removal are the responsibility of contractor." [Continued in RFB]
3. Add the following sentence to 1.6 Available Data:
  - NHDOT has published a *Highway Lighting Design Manual* to be used as a comprehensive source of information concerning the Department's current policies, uniformed procedures, and standards for constructing and maintaining highway lighting installations on State right-of-ways. A copy of this manual is available to be viewed online from the NHDOT website at the following address:

<https://www.nh.gov/dot/org/projectdevelopment/highwaydesign/documents.htm>

4. Add the following sentence to 1.3.3, part a):
  - GIS data points shall be accurate to +/- 10 feet.

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5. Add the following sentence to 1.3.1 b):
  - All proposed subcontractors shall be approved in accordance with the current *NHDOT Standard Specifications for Road and Bridge Construction*, section 108.01.
6. Add the following sentence to 1.3.4 e):
  - Conversion work shall include the installation of a new photocell for each converted light.
7. Add the following sentence to 2.1, part c):
  - f. NEMA twist-lock, adjustable photoelectric control unit or Department approved equal.
8. Change section 2.1, part d), line a. to read:
  - a. 10-year manufacturer warranty for replacement of defective materials installed as part of this conversion effort. Warranty term initiated on project completion date (not date of manufacture).
9. Change section 2.1, part d), line b. to read:
  - b. 1-year labor warranty (in addition to manufacturer's warranty) to include installation cost to replace any defective materials installed as part of this conversion effort. Warranty term initiated on project completion date (not date of manufacture).

10. Change Appendix B: Bid Schedule to the following:

Appendix B  
Bid Schedule

Line Item #	Description	Estimated Quantity	Units	Unit Price	Total Amount
1	Lighting Audit At _____ Dollars per Each	1982	Each		\$0.00
2	Department Wide GIS Database At _____ Dollars per Each	1982	Each		\$0.00
3	Conversion of 50W, 100W and 150W lights to LED At _____ Dollars per Each	123	Each		\$0.00
4	Conversion of 250W lights to LED (Cobrahead) At _____ Dollars per Each	1771	Each		\$0.00
5	Conversion of 250W lights to LED (Flood Light) At _____ Dollars per Each	18	Each		\$0.00
6	Conversion of 400W lights to LED (Cobrahead) At _____ Dollars per Each	31	Each		\$0.00
7	Conversion of 400W lights to LED (Flood Light) At _____ Dollars per Each	39	Each		\$0.00
8	Truck-Mounted Impact Attenuator, Test Level 3 At _____ Dollars per Unit	10	Unit-Weeks		\$0.00
9	Uniformed Officers with Vehicle At _____ One and 0/100 Dollars per \$	60000	\$	\$1.00	\$60,000.00
<b>Grand Total</b>					<b>\$60,000.00</b>

NOTES: Additional lighting encountered in the field during conversion will be paid for at the bid price for the appropriate wattage light installed. Only the actual number of lights converted will be paid for.

**INSTRUCTIONS:**

1. Enter the bid value for each line item in the orange and yellow cells as described below. Only orange and yellow cells are unlocked for editing. Total values will be calculated automatically.
2. Double check all bids and total values for accuracy and completeness for each line item prior to submitting bids. Bids that are incomplete will not be considered for award of contract.
3. Print, sign and date this sheet in the space provided below. Completed bids shall be submitted either by mail or dropped off at the location and by the time noted on the first page of the Request for Bids document.

**Orange Cells:** Write in actual unit price bid for the item, using alphanumeric text (See Line Item #9 Uniformed Officers with Vehicle for example).

**Yellow Cells:** Write in numerical dollar value for the unit price bid for the item (example: \$1.00).

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Note: An electronic copy of this updated bid schedule has also been provided with this addendum.

11. Add the following sentences to 1.3.6 Truck-Mounted Impact Attenuator, Test Level 3:

- b) Truck-Mounted Impact Attenuators shall meet the requirements of the current *NHDOT Standard Specifications for Road and Bridge Construction*, section 619. Special

Provisions specific to Truck-Mounted Impact Attenuators have been included as part of this RFB as Appendix E.

- c) Truck-Mounted Impact Attenuators may not be required for field audit operations; or when crews, equipment, and work operations will be conducted beyond the edge of pavement or behind barriers.

12. Add Appendix E – SPECIAL PROVISION, AMENDMENT TO SECTION 619 – MAINTENANCE OF TRAFFIC

- Appendix E has been included at the end of this Addendum.

13. Add to Appendix D – Sample GIS Database Data

- Highway Lighting Database Data Dictionary has been included as a table at the end of this Addendum

Inquiry Response

14. We respectfully ask that the bid deadline be extended by at least 5 business days after the DOT's distribution of any final Addendum, to include answers to questions submitted.

- The deadline for submitting responses to the RFB has been extended to 2:30 PM, June 5, 2018 in Addendum #1.

15. Please confirm that all materials purchased for the project are exempt from State sales tax.

- There is no general sales tax on goods purchased in NH; however the Department cannot speak for any other states. Any taxes or fees encountered are the responsibility of the contractor. See section 107.02 of the current *NHDOT Standard Specifications for Road and Bridge Construction*. All permits, licenses, fees & taxes should be included in the bid prices as appropriate. See Revision #1 above.

16. Is a bid bond or performance bond required?

- Bonding requirements have been addressed in Addendum #1.

17. Does the DOT have any traffic control specifications for the field audit?

- Traffic control requirements for all field work shall follow MUTCD guidance as appropriate for the field operation. See Revision #2 and #11 above.

18. Could the DOT provide the lighting policies referenced in this section?

- Please review NHDOT's *Highway Lighting Design Manual*, which can be found online at the address below. See revision #3 above.
- [https://www.nh.gov/dot/org/projectdevelopment/highwaydesign\\_documents.htm](https://www.nh.gov/dot/org/projectdevelopment/highwaydesign_documents.htm)

19. Is there a spatial accuracy specification (e.g., +/- feet) for the GIS points to be collected?
- Based on existing lighting data, and other GIS databases maintained by NHDOT, an accuracy of +/-10 feet is acceptable. See Revision #4 above.
20. Are in-line fuses required for any lights located in either Eversource or Unitil territories?
- In-line fuses are installed by utility company, and the locations of existing in-line fuses are not necessarily known by the Department. In-line fuses will not be required to be installed by Contractor as part of this conversion effort.
21. What is the maximum mounting height for lights to be converted?
- Existing pole heights have been addressed in Addendum #1
22. If a subcontractor is utilized for the purposes of providing a truck-mounted impact attenuator, is the subcontractor required to be NHDOT pre-qualified?
- Only prime contractors submitting a bid as part of this RFB are required to have completed the previous Request for Qualifications.
  - Prime contractors proposing to subcontract a portion of the work must follow the subcontracting process as described in the current *NHDOT Standard Specifications for Road and Bridge Construction*, section 108.01. All proposed subcontractors shall meet the requirements specified in that section. See Revision #5 above.
23. Are all existing fixtures served by feeds that are 277V or lower? If not, please identify which lights have services higher than 277V.
- Known existing voltages have been addressed in Addendum #1.
  - Please note the typos in Addendum #1 related to this question. All references to 227 Volt power supplies in Addendum #1 should actually read 277 Volts.
24. Please confirm that new photocells shall be supplied/installed, associated warranty, and anticipated lifetime specifications (# years).
- New photocells shall be provided and installed as part of this conversion effort. See revisions #6 through #9 above.
25. Do the minimum LED Lumen Output values represent initial lumens or design lumen output at a future point in time (e.g., 100,000 hours)?
- The table shown in section 2.1, part b lists initial lumens for the corresponding sized LED light. All lights provided as part of this project shall have a lumen maintenance factor specified in section 2.1, part b), line d.

26. Please confirm that the full duration of the 10-year product warranty shall be exclusively provided by the fixture manufacturer.

- The 10-year manufacturer warranty is a product requirement provided by the manufacturer.

27. Please confirm the same traffic control requirements associated with LED installations shall apply to all repair work occurring within the one-year labor warranty.

- Traffic control requirements for all field work shall follow MUTCD guidance as appropriate for the field operation. See Revision #2 and #11 above.

28. During the one-year labor warranty period, will NHDOT compensate the contractor for outage calls where upon investigation by the electrician, the cause of failure is determined to be not warranty-related?

- The Department will conduct due diligence prior to calling out the Contractor to provide warranty work. The Department will coordinate with the appropriate utility company to ensure any deficiency in power supply or faulty distribution network, or other issue related to maintenance of the system by the utility company is corrected prior to contacting the Contractor.

29. Could the Department supply a table to indicate the number of lights by District located along each of the Tier 1 facilities, respectively?

- The table below lists the approximate numbers of lighting locations on each of the Tier 1 roadways by district and utility company. These numbers are estimated from existing GIS data, and may be increased or decreased as the field audit process is completed.

Tier 1 Roadway Light Locations			
District	Roadway	Utility	Approximate Lighting Locations
District 1	I-93	Eversource	17
District 2	I-89	Eversource	21
District 3	I-93	Eversource	19
District 4	No Tier 1 Roads	None	0
District 5	I-293	Eversource	18
	I-393	Unitil	12
	I-89	Eversource	24
		Unitil	19
	I-93	Eversource	31
		Unitil	19
District 6	NH101	Eversource	14
		Unitil	31
Turnpikes	F.E. Everett Turnpike	Eversource	173
		Unitil	31
	I-95	Eversource	29
		Unitil	16
	Spaulding Turnpike, NH16	Eversource	110
Grand Total			616

30. Please clarify the units of measure for line item # 8. It is unclear what the quantity of two represents.

- The unit of payment for the item has been changed through this addendum. The Truck-Mounted Impact Attenuator (TMA) will now be paid for at a rate of Unit-Weeks, meaning for each TMA used for a full week of work will be paid for as 1 unit-week.
- A copy of the NHDOT special provision has been included with this addendum to be used as reference when bidding on line item #8 Truck-Mounted impact Attenuator, Test Level 3. This special provision acts as a supplement to the current *NHDOT Standard Specifications for Road and Bridge Construction*, section 619, and should also be used for reference when conducting due diligence in submitting a bid for this work. See Revision #11 and #12 above, and special provision attached. Specifically, see section 4.5, 5.9 and 5.10 of the special provision for measurement and payment information.

31. Is the Department responsible to supply and place/remove all signs and cones/barrels shown for the anticipated traffic control scenarios in Appendix C, with the exception of the truck-mounted attenuator, to be supplied by the Contractor?

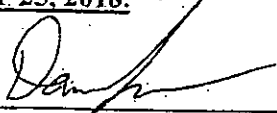
- All traffic controls shall be provided by contractor. See Revision #2 above.



32. Do the data attributes listed in Appendix D represent ALL fields to be collected during the field audit?

- The Department may provide a database that includes additional fields used by the Department as well as additional lighting assets that are not included in this conversion effort. However, the Contractor will only be required to edit the fields listed in Appendix D, and only for lights that are audited and converted as part of this project. A "Data Dictionary" has been created to dictate the types of data (e.g. dates, text, integers, decimal numbers, etc.) and allowable entries (i.e. predetermined values for specific fields, such as a standard list of official New Hampshire town names to be used for the "Town" field) and has been included as additional appendix materials. See response #13 above.

**BIDDERS SHALL ACKNOWLEDGE THIS ADDENDUM BY WAY OF E-MAIL TO THE DEPARTMENT CONTACT LISTED ON THE RFB COVER SHEET BY 3:30 PM, MAY 25, 2018.**



*Fok*

David S, Smith, P.E.  
Assistant Administrator

*5-24-18*

Date

**APPENDIX E**

619

05/09/18  
SSD; 10/17/97, 12/07/98, 09/20/10

Page 1 of 2

**HIGHWAY LIGHTING CONVERSION TO LED  
RFB2018-001**

May 23, 2018

**SPECIAL PROVISION**

**AMENDMENT TO SECTION 619 – MAINTENANCE OF TRAFFIC**

**Item 619.6 - Truck-Mounted Impact Attenuator, Test Level \_  
Item 619.6\_1 - Truck-Mounted Impact Attenuator, Test Level \_**

**Add to Description:**

1.1.1 In order to improve the safety of the employees and reduce hazards to the traveling public the Contractor shall furnish and maintain truck-mounted impact attenuators. It is not the intent of this specification to allow the use of truck-mounted impact attenuators in lieu of temporary impact attenuators (Item 606.95X), however, at the Engineers discretion, truck mounted impact attenuators may be used for short term stationary operations, but in no case longer than 72 hours.

**Add to Materials:**

2.3 The truck-mounted attenuator unit shall be designed to perform as a impact attenuator device meeting the requirements of the National Cooperative Highway Research Program (NCHRP) Report 350 or the Manual for Assessing Safety Hardware (MASH) for a truck mounted attenuator at a minimum of Test Level 2 [43.5 mph (70 km/h)] or Test Level 3 [62.1 mph (100 km/h)] as specified in the item description.

2.3.1 The following truck mounted attenuators are examples of the type of attenuator considered acceptable with the capability to meet the requirements specified in 2.1 and 2.3 above.

"ALPHA 100K" truck mounted attenuator as manufactured by Energy Absorption Systems, Inc. One East Wacker Drive, Chicago, Illinois 60601, Tel. (312) 467-6750 and distributed by Transpo Industries Inc., 20 Jones Street, New Rochelle, New York 10801-6098, Tel. (914) 636-1000

"MPS-350 III" truck mounted attenuator as manufactured and distributed by Trinity Industries Inc., 1170 N State Street, Girard, Ohio 44420, Tel. (800) 321-2755.

"Scorpion II", truck mounted attenuator, Test Level 3, as manufactured by Traffix Devices, Inc. 160 Avenida La Pata, San Clemente, California 92673, Tel. (949)-361-5663.

"RENCO Ren-Gard 815" truck mounted attenuator, Test Level 2, as manufactured and distributed by Renco Highway Control Products.

2.3.2 Approval of other attenuators as "an equivalent" will be given on the basis of technical and related data submitted to the Engineer. Requests for approval shall be made in sufficient time to allow for the attenuator to be evaluated.

SECTION 619.6 - MAINTENANCE OF TRAFFIC - HIGHWAY LIGHTING CONVERSION TO LED - APPENDIX E - SPECIAL PROVISION - TRUCK-MOUNTED IMPACT ATTENUATOR

Exhibit I Page 9 of 11

Contractor Initials: 

Date: 6/29/18

APPENDIX E (CONTINUED)

619

Page 2 of 2

Add to 3.2:

3.2.9 Prior to the start of work operations that require its use, the Contractor shall have the required number of truck-mounted impact attenuators at the work site. This unit shall be attached to a truck of the type specified and shall follow each operation in a manner recommended by the manufacturer or as ordered.

3.2.9.1 A driver shall be supplied during mobile operations as warranted. The driver need not be in the truck at all times but shall be available to move the unit, as necessary, to insure a safe working area.

3.2.9.2 Sufficient energy absorbing cells or modules to restore the attenuator completely, after impact, shall be available at the project site in order to minimize any delay in construction operations.

3.2.9.3 The attenuator shall be relocated as necessary to provide protection to the traveling public and workers during construction.

3.2.9.4 Any device or device components damaged shall be replaced with new or refurbished parts intended for use as part of the attenuator device.

3.2.9.5 When the attenuator is no longer needed for the project, it shall remain the property of the Contractor and be removed.

Add To Method of Measurement:

4.4 A truck-mounted impact attenuator, test level 2 or test level 3 will be measured by the number of units ordered and supplied.

4.5 A truck-mounted impact attenuator, test level 2 or test level 3 (unit/week) will be measured as a unit week. A week shall consist of seven consecutive days beginning when the item is first used on the project. The number of units required each week will be specified in the Traffic Control Plan or as approved.

Add to Basis of Payment:

5.8 The accepted quantity of truck-mounted impact attenuators, test level 2 or test level 3 will be paid for at the contract unit price per each complete.

5.9 The accepted quantity of truck-mounted impact attenuator, test level 2 or test level 3 (unit/week) will be paid for at the Contract unit price complete. Payment will be made based on the use for each unit, whether used once or multiple times during a week.

5.10 The necessary truck with a driver, as required, will be furnished subsidiary.

Add to pay items and units:

619.6_	Truck-Mounted Impact Attenuator, Test Level _	Unit
619.6_1	Truck-Mounted Impact Attenuator, Test Level _	Unit/Week

Exhibit I Page 10 of 14

Contractor Initials: *[Signature]*

10/24/18

Appendix D (Continued)

**Highway Lighting Database Data Dictionary**

Application Label (field name in app screens)	Description	Reason	How Collected	Business Rules
Fixture Status	Indicates if light is on or off	For generating reports of lights out to utility companies, and to track billing	Manual Entry, based on field observations of night patrol formen	<ul style="list-style-type: none"> <li>-Domain</li> <li>-On</li> <li>-Off</li> <li>-To Be Removed</li> <li>-Removed</li> </ul> <p>Updated regularly as recurring task. Coordinate with finance sections to seek credit from utility company (if applicable)</p>
Pole Status	Indicates if pole is up, down, or damaged	For generating reports to utility companies for repairs and coordinating level or response	Manual Entry, based on field observations of patrol formen	<ul style="list-style-type: none"> <li>-Domain</li> <li>-Up</li> <li>-Down</li> <li>-Damaged</li> <li>-To Be Removed</li> <li>-Removed</li> </ul> <p>Updated regularly as recurring task. Coordinate with finance sections to seek credit from utility company (if applicable)</p>
Fixture Type	Indicates type of light installed. (High-pressure sodium, LED, etc.)	Inventory asset management and coordinating response for maintenance and fixing lights that are out	Manual Entry, from actual installed bulb	<ul style="list-style-type: none"> <li>-Domain</li> <li>-High Pressure Sodium</li> <li>-Mercury Vapor</li> <li>-Incandescent</li> <li>-Flourescent</li> <li>-Metal Halide</li> <li>-LED</li> <li>-Other/Unknown</li> </ul>
Fixture Wattage	Indicates rated power consumption of the bulb	Inventory asset management and coordinating response for maintenance and fixing lights that are out. Coordination with Finance sections to ensure accurate billing from utility companies.	Manual Entry, from actual installed fixture rating	
Fixture Install Date	Date bulb was installed at the location	For history tracking of assets and planning estimated longevity of the installation	Manual Entry, from installer notification	Accuracy of month/year is adequate

Appendix D (Continued)

**Highway Lighting Database Data Dictionary**

Application Label (field name in app screens)	Description	Reason	How Collected	Business Rules
Asset ID	This number field is used as a unique identifier for each light	Used to identify each light	Generated by the system	Must be unique. Never should be reused.
Display Code	Concatenation of "utility" and "utility_pole" fields.	Used to help coordinate response to issues, track billing and coordinate with utility companies	Looking into auto-population with MATS group	Used to link multiple tables in MATS system. Must be unique. Cannot be deleted or modified from correct value. Must be included for an asset to exist in MATS.
Description	Description of street lighting location, used by utility companies to describe light	Referenced by utility company and DOT for tracking light locations	Manual Entry, based on utility billing ledger documents	
Owning Crew	Entity/agency/bureau responsible for light location	Used to identify responsible party for billing and maintenance	Manual Entry, based on light owning unit	Domain -District 1 -District 2 -District 3 -District 4 -District 5 -District 6 -Turnpike -Traffic
Comment	General notes about location	Tracking issues and other unusual characteristics of light locations	Manual Entry	
Begin Town	Town location	Location, used to help coordinate response to issues	GIS, based on GPS coordinates	Domain -Use towns from standard NHDOT GIS Town layer.
End Town	Town location	Location, used to help coordinate response to issues	GIS, based on GPS coordinates	Domain -Use towns from standard NHDOT GIS Town layer
Longitude	Longitude	Geolocation, used for plotting asset locations on a map Will be used to plot on Flexviewer map, or in ArcGIS.	Collected in field, based on GIS/GPS coordinates. QC/QA needed to ensure proper format and location within the state. Data will be input into MATS for new features, GIS will be updated from the input information via some scripting process (or however it is currently updated)	Decimal Degrees. Using Web Mercator Projection, and WGS 84 coordinate system and datum.
Latitude	Latitude	Geolocation, used for plotting asset locations on a map Will be used to plot on Flexviewer map, or in ArcGIS.	Collected in field, based on GIS/GPS coordinates. QC/QA needed to ensure proper format and location within the state. Data will be input into MATS for new features, GIS will be updated from the input information via some scripting process (or however it is currently updated)	Decimal Degrees. Using Web Mercator Projection, and WGS 84 coordinate system and datum.
Utility Pole #	Identifying number on light pole in the field	Used to help coordinate response to issues, track billing and coordinate with utility companies	Manual Entry, from field observation of pole markings	

Appendix D (Continued)

**Highway-Lighting Database Data Dictionary**

Application Label (field name in app screens)	Description	Reason	How Collected	Business Rules
Fixture Style	Indicates style of light fixture (Cobrahead, Flood light, High-mast, Specialty, etc.)	Inventory asset management and coordinating response for maintenance and fixing lights that are out	Manual Entry, from actual installed fixture	-Domain -Cobrahead -Flood Light -High-Mast -Double Cobrahead -Double Flood Light -Signal Mast Arm -Specialty -Other
Utility	Electric service provider	Used to help coordinate response to issues and track billing	Manual Entry, based on actual utility provider and billing records	Domain -Ashland -Liberty -NHEC -PSNH -Unit# -Unknown
Account #	Utility account number from service provider	Used to help coordinate response to issues and track billing	Manual Entry, based on actual utility provider and billing records	
Billing Type	Indicates if location is billed via tariff agreement or metered usage	Used to help coordinate response to issues and track billing	Manual Entry, based on actual utility provider and billing records	Domain -Tariff -Meter -Other -Unknown
Lights Out Date	Date light was first reported to the utility company to be out and needing maintenance	For generating reports of lights out to utility companies, and in track billing	Manual Entry, based on field observations of night patrol foremen and actual date report was issued to utility company	Must be Nullable -Updated regularly as recurring task -Coordinate with Finance sections to seek credit from utility company (if applicable)
End Date	Date light location was removed from field and should be eliminated from reporting	For keeping history of light location, but not generating report data based on a light that does not exist in the field	Manual Entry, based on field observations	Must be Nullable -Updated as needed for lights removed from field and should be removed from utility billing. -Coordinate with Finance sections to remove from billing and seek credit from utility company (if applicable)
Project #	Project number on which the light location was originally installed, and a utility agreement was executed for the light	For linking asset to lighting agreement between the Department and utility company.	Manual entry, based on construction project information	Project number links asset in MATS to PROJ15 data, including attached lighting agreement between the Department and the utility company.

Appendix D (Continued)

**Highway Lighting Database Data Dictionary**

Application Label (field name in app screens)	Description	Reason	How Collected	Business Rules
Asset Group	Required when selecting the type of asset to retrieve & report on in MATS	Part of MATS "Core" Tab, can not be removed Needed for filtering assets	Manual Entry	Domain -MATS list of different asset types in database
Asset Position	General description of where the asset is located (what side of road)	Part of MATS "Core" Tab, can not be removed	Manual Entry	Domain -Left -Right -Median
Begin Date	Date when the asset can start to be included in asset list when filtering all assets	Part of MATS "Core" Tab, can not be removed Needed for filtering assets	Manual entry, based on construction project information	Date, Cannot be nullified
Install Date	Date lighting location was installed in the link	Part of MATS "Core" Tab, can not be removed Needed for filtering assets	Manual entry, based on construction project information	
Verification Status	Used to show how the asset data has been verified	Part of MATS "Core" Tab, can not be removed	Manual entry	Domain -Field Verified -Map Verified -Unverified
Route	Description of roadway the asset is located on	Part of MATS "Core" Tab, can not be removed	Manual entry	Domain -GIS layer route name and SRI
Primary Location	Type of location coordinate system	Starting method for locating asset on a map or in the real world	Manual Entry	Domain -GIS - Decimal -GIS - NH -RLM

# State of New Hampshire

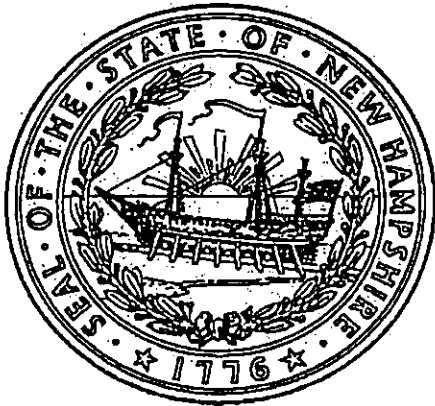
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that AFFINITY LED LIGHT LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on December 03, 2013. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 701212

Certificate Number : 0004114514



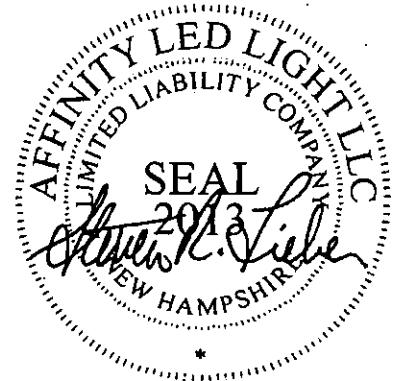
IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 28th day of June A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State





**CERTIFICATE OF AUTHORITY**

Steven R. Lieber is President of Affinity LED Light LLC. Steven R. Lieber has full authority to sign for Affinity LED Light LLC in any capacity.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that Steven R. Lieber has full authority to bind Affinity LED Light LLC and that no corporate resolution, shareholder vote or other document or action is necessary to grant such authority.

Xiahong Zhu  
Xiahong Zhu

Member, Affinity LED Light LLC

Date: 6/29/2018

Witnessed Signature 6/29/2018

[Signature]  
State of NH Rockingham  
County

LISA GAINTY  
NOTARY PUBLIC  
STATE OF NEW HAMPSHIRE  
MY COMMISSION EXP AUG. 14, 2018



# PHILADELPHIA INDEMNITY INSURANCE COMPANY

## Performance Bond

Bond No. CE11499800536

**CONTRACTOR:**  
*(Name, legal status and address)*  
Affinity LED Light, LLC  
133 Islington Street, Unit 8  
Portsmouth, NH 03801

**SURETY:** Philadelphia Indemnity Insurance Company; Pennsylvania Corporation  
*(Name, legal status and principal place of business)*

One Bala Plaza East  
Suite 100  
Bala Cynwyd, PA 19004-1403

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

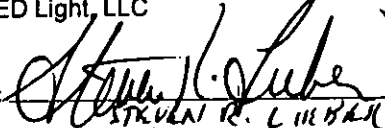
**OWNER:**  
*(Name, legal status and address)*  
State of New Hampshire, Department of Transportation  
PO Box 483  
7 Hazen Drive  
Concord, NH 03302-0483

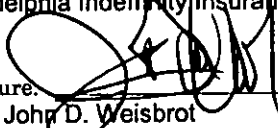
**CONSTRUCTION CONTRACT**  
Date:  
  
Amount: \$730,078.96  
  
Description:  
*(Name and location)*  
Highway Lighting Conversion to LED

**BOND**  
Date: July 20, 2018  
*(Not earlier than Construction Contract Date)*

Amount: \$730,078.96

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**  
Company: *(Corporate Seal)*  
Affinity LED Light, LLC  
  
Signature:   
Name: STEVEN R. LIEBMAN  
and Title: PRESIDENT/MANAGER  
*(Any additional signatures appear on the last page of this Performance Bond.)*

**SURETY**  
Company: *(Corporate Seal)*  
Philadelphia Indemnity Insurance Company  
  
Signature:   
Name: John D. Weisbrod  
and Title: Attorney-In-Fact

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**  
JW Bond Consultants, Inc.  
6023A Kellers Church Road  
Pipersville, PA 18947

**OWNER'S REPRESENTATIVE:**  
*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

n/a

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

Name and Title:

Address

Address

# PHILADELPHIA INDEMNITY INSURANCE COMPANY

## Payment Bond

Bond No. CE11499800536

**CONTRACTOR:**  
(Name, legal status and address)

Affinity LED Light, LLC  
133 Islington Street, Unit 8  
Portsmouth, NH 03801

**SURETY:** Philadelphia Indemnity Insurance Company: Pennsylvania Corporation  
(Name, legal status and principal place of business)

One Bala Plaza East  
Suite 100  
Bala Cynwyd, PA 19004-1403

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**OWNER:**  
(Name, legal status and address)

State of New Hampshire, Department of Transportation  
PO Box 483  
7 Hazen Drive  
Concord, NH 03302-0483

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### CONSTRUCTION CONTRACT

Date:

Amount: \$730,078.96

Description:  
(Name and location)

Highway Lighting Conversion to LED

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### BOND

Date: July 20, 2018  
(Not earlier than Construction Contract Date)

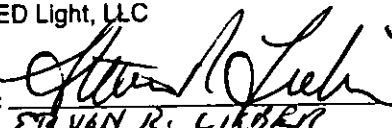
Amount: \$730,078.96

Modifications to this Bond:  None

See Section 18

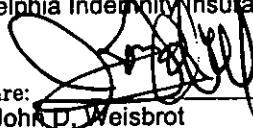
### CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*  
Affinity LED Light, LLC

Signature:   
Name: STEVEN R. LIBBER  
and Title: PRESIDENT / JACKMAN  
(Any additional signatures appear on the last page of this Payment Bond.)

### SURETY

Company: *(Corporate Seal)*  
Philadelphia Indemnity Insurance Company

Signature:   
Name: John D. Weisbrot  
and Title: Attorney-In-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**  
JW Bond Consultants, Inc.  
6023A Kellers Church Road  
Pipersville, PA 18947

**OWNER'S REPRESENTATIVE:**  
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.



**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**§ 11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

**§ 14** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**§ 15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### **§ 16 Definitions**

**§ 16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**§ 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**§ 16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows:

n/a

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

Name and Title:

Address

Address

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**  
 One Bala Plaza, Suite 100  
 Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JOHN D. WEISBROT OR PATRICIA A. TINSMAN its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

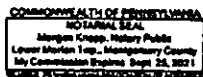
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO  
 Philadelphia Indemnity Insurance Company

On this 27<sup>th</sup> day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Morgan Knapp  
 residing at: Bala Cynwyd, PA  
 My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 20<sup>th</sup> July 2018 day of July 2018.



Edward Sayago, Corporate Secretary  
 PHILADELPHIA INDEMNITY INSURANCE COMPANY

# PHILADELPHIA INDEMNITY INSURANCE COMPANY


## Statutory Statements of Admitted Assets, Liabilities and Capital and Surplus (in thousands, except par value and share amounts)


<u>Admitted Assets</u>	As of December 31,	
	2017	2016
Bonds (fair value \$6,911,411 and \$6,366,973)	\$ 6,708,174	\$ 6,256,540
Preferred stocks (fair value \$50,134 and \$61,596)	48,537	60,425
Common stocks (cost \$31,965 and \$73,723)	33,817	71,273
Mortgage loans	400,590	358,530
Real estate	3,294	3,518
Other invested assets (cost \$234,382 and \$210,393)	240,475	216,318
Receivables for securities	399	2,527
Cash, cash equivalents and short-term investments	<u>140,468</u>	<u>44,778</u>
Cash and invested assets	7,575,754	7,013,909
Premiums receivable, agents' balances and other receivables	831,770	781,505
Reinsurance receivable on paid losses	33,955	23,669
Accrued investment income	86,998	77,957
Receivable from affiliates	6,611	5,883
Federal income taxes receivable	4,869	-
Net deferred tax asset	113,125	177,984
Other assets	<u>89</u>	<u>93</u>
Total admitted assets	<u>\$ 8,653,171</u>	<u>\$ 8,081,000</u>
<u>Liabilities and Capital and Surplus</u>		
<b>Liabilities:</b>		
Net unpaid losses and loss adjustment expenses	\$ 4,263,696	\$ 3,856,578
Net unearned premiums	1,533,201	1,449,732
Reinsurance payable on paid loss and loss adjustment expenses	23,933	13,357
Ceded reinsurance premiums payable	80,592	72,331
Commissions payable, contingent commissions and other similar charges	225,361	249,225
Federal income taxes payable	-	13,273
Accrued expenses and other liabilities	117,799	92,865
Payable to affiliates	10,761	12,467
Provision for reinsurance	1	642
Payable for purchased securities	<u>81,458</u>	<u>49,033</u>
Total liabilities	<u>\$ 6,336,802</u>	<u>\$ 5,809,503</u>
<b>Capital:</b>		
Common stock, par value of \$10 per share; 1,000,000 shares authorized, 450,000 shares issued and outstanding	4,500	4,500
<b>Surplus:</b>		
Gross paid-in and contributed surplus	386,071	386,071
Unassigned surplus	<u>1,925,798</u>	<u>1,880,926</u>
Total surplus	<u>2,311,869</u>	<u>2,266,997</u>
Total capital and surplus	<u>2,316,369</u>	<u>2,271,497</u>
Total liabilities and capital and surplus	<u>\$ 8,653,171</u>	<u>\$ 8,081,000</u>

The undersigned, being duly sworn, says: That she is the Executive Vice President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable of the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her knowledge and belief the above statement is a full, true and correct statement of

Attest:

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Kimberly A. Kessleski, Notary Public  
Lower Merion Twp., Montgomery County  
My Commission Expires Dec. 18, 2020  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

  
 Karen Gilmer-Pauciello, EVP & CFO

  
 Kimberly Kessleski, Notary

Sworn to before me this 6th day of June 2018.