

# CITY OF HALLOWELL

ONE WINTHROP STREET  
HALLOWELL, MAINE 04347

## CITY COUNCIL

**ORDER 19-10:  
ORDER TO AUTHORIZE LEASE PURCHASE OF LED STREET LIGHTING  
UPGRADES IN PRINCIPAL AMOUNT OF \$145,610.00**

BE IT ORDERED by the Hallowell City Council:

That the City Manager is authorized to accept the proposal of Androscoggin Bank, to provide tax-exempt lease purchase financing for LED Street Lighting Upgrades (the “Equipment”) in the principal amount of \$145,610.00 at such interest rate and on such other terms and conditions that the City Manager shall approve, and any prior such action is hereby ratified and confirmed;

That under and pursuant to provisions of the City Charter, including Article II, Section 1, and Article VI, Section 2(C), and other applicable State laws, including Title 30-A M.R.S. sections 5721, 5722, and 5728, the City Manager is authorized to execute and deliver a municipal lease purchase agreement with Androscoggin Bank, or its nominee, in the name and on behalf of City of Hallowell (the “City”) for the Equipment with a purchase price of \$145,610.00, in such form and on such terms not inconsistent herewith as the City Manager may approve (the “Lease”);

That (i) no part of the proceeds of the Lease shall be used, directly or indirectly, to acquire any securities and obligations, the acquisition of which would cause the Lease to be an “arbitrage bond” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, (the “Code”), and (ii) the proceeds of the Lease and the Equipment financed by the Lease shall not be used in a manner that would cause the Lease to be a “private activity bond” within the meaning of Section 141 of the Code;

That the Lease issued pursuant hereto is designated as a qualified tax-exempt obligation within the meaning of Section 265(b)(3) of said Code;

That the City Manager is authorized to covenant on behalf of the City to file any information report and pay any rebate due to the United States in connection with the issuance of the Lease, and to take all other lawful actions necessary to ensure the interest portion of the rental payments under and pursuant to the Lease will be excludable from the gross income of the owners thereof

for purposes of federal income taxation and to refrain from taking any action which would cause such interest portion of the rental payments to become includable in the gross income of the owners thereof;

That the appropriate officials of the City are authorized to execute and deliver such other documents and certificates as may be required in connection with the Lease; and

That an attested copy of this Order be filed with the minutes of this meeting.

Dated: September 9, 2019  
Effective Date: September 9, 2019

### City of Hallowell

#### MUNICIPAL OFFICERS:

_____ Mark L. Walker Mayor	_____ George D. Lapointe Councilor at Large	_____ Maureen P. AuCoin Councilor at Large	_____ Kate Dufour Councilor, Ward 1
_____ Michael V. Frett Councilor, Ward 2	_____ Kara T. Walker Councilor, Ward 3	_____ Diano Circo Councilor, Ward 4	_____ Patrick B. Wynne Councilor, Ward 5

September 6, 2019

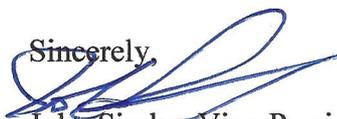
**MUNICIPAL LEASE PURCHASE PROPOSAL**

- Lessee:** City of Hallowell
- Equipment:** Updating and replacing streetlights with LED fixtures, networked lighting controls and related equipment and accessories more particularly described in vendor's invoices provided by Lessee.
- Lease Amount:** \$145,610
- Lease Term:** 6 years
- Interest Rate:** 3.17% (Tax Exempt)
- Number of Payments:** 5 Annual Payments
- Payment Amount:** First payment: \$26,000.00  
Subsequent annual payments of P&I: \$26,247.48\*  
(\*Final payments may vary slightly)
- First Payment Due:** The first payment of principal and interest (if any) shall be due and payable at lease closing which is proposed to be September 26, 2019 but may be changed per request of the City Manager.
- Purchase Option:** One Dollar (\$1.00) at end of lease term.
- Prepayment:** There are no prepayment penalties.
- Insurance:** Prior to delivery of the leased assets, Lessee at its sole cost and expense, will provide all-inclusive physical damage and liability insurance in the joint names of the Lessee and Lessor, in amounts satisfactory to Lessor, and forward proof of said coverage to Lessor.
- Title (if required)** Lessee shall be listed as owner and Lessor listed as lien holder on UCC filing documents as is necessary. Lessor will also hold a security interest in any lease proceeds holding account associated with this transaction.
- Non-appropriation:** The lease will contain a non-appropriation clause.

- Confirmation:** Lessee to confirm that anticipated total borrowings for 2019 year will not exceed Ten Million dollars (\$10,000,000.00), making the lease "Bank Qualified".
- Type of Lease:** The lease shall be considered a Municipal Lease/Purchase by all parties. Lessee is a State or a political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986.
- Advances / Deposits:** If Lessor advances any deposits or pays any invoices prior to Delivery and Acceptance of the equipment by Lessee, interest will accrue at the above rate on said payments and be due at closing.
- Legal Opinion:** Leases greater than One Hundred Thousand dollars (\$100,000.00) require Lessee to provide an Opinion of Counsel. Said opinion must contain a statement that the lease represents a valid and binding obligation of the lessee and further that the lease is a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) (B) (ii) of the Internal Revenue Code of 1986, as amended.
- Financial Data:** Lessee will provide Androscoggin Bank with its most recent Audited Financial Statement, current year's budget, Annual Report, a copy of meeting minutes or council order approving transaction, and any other supporting data requested during the lease term.
- Lease Rates:** This Lease request will be closed within 30 days of the original proposal date, or the stated rate will be subject to change based on public sector rates then existing in the market.
- Condition Clause:** This lease proposal is conditioned on the completion by the Lessor of a satisfactory review of the City's financial data prior to closing.
- Expiration:** This lease proposal shall expire if not accepted by a duly qualified Lessee official by 5:00 PM on Friday, September 20, 2019.

Thank you for the opportunity to present this lease proposal to you. If you are in agreement with the terms of the proposal, please sign and return it via email. Thank you.

Sincerely,



John Simko, Vice-President  
Government Finance

**AWARD / ACKNOWLEDGEMENT:**

This proposal is accepted and this financing is awarded to Androscoggin Bank.

\_\_\_\_\_  
Name & Title

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

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**Note Model Statement**


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Date Quoted: Sep 06, 2019  
 Product: Product Not Defined  
 Interest Method: [1] 365/365 Payments P&I

Note Date: Sep 26, 2019  
 Maturity Date: Sep 26, 2024

Principal Advance: \$0.00

Expenses Financed: \$145,610.00

Amount Financed: \$145,610.00  
 Finance Charge: \$11,627.38

Total Principal: \$145,610.00  
 Total Interest: \$11,627.38  
 Total of Payments: \$157,237.38

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**Payment Schedule**


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Description	Date	Frequency	Number	Amount
Fixed Regular Payment	Sep 27, 2019	One Time	1	\$26,000.00
Regular Payment	Sep 26, 2020	Annually	4	\$26,247.48
Regular Payment	Sep 26, 2024	Annually	1	\$26,247.46

Amortization Schedule						
Date	Description	Total Payment	P&I Payment	Principal Payment	Interest Payment	Principal Balance
Sep 26, 2019	Beginning Balance, Expenses					145,610.00
± Sep 27, 2019	Fixed Regular Payment	26,000.00	26,000.00	25,987.36	12.64	119,622.64
±	<b>2019 Totals</b>	<b>26,000.00</b>	<b>26,000.00</b>	<b>25,987.36</b>	<b>12.64</b>	
± Sep 26, 2020	Regular Payment	26,247.48	26,247.48	22,455.45	3,792.03	97,167.19
±	<b>2020 Totals</b>	<b>26,247.48</b>	<b>26,247.48</b>	<b>22,455.45</b>	<b>3,792.03</b>	
± Sep 26, 2021	Regular Payment	26,247.48	26,247.48	23,167.29	3,080.19	73,999.90
±	<b>2021 Totals</b>	<b>26,247.48</b>	<b>26,247.48</b>	<b>23,167.29</b>	<b>3,080.19</b>	
± Sep 26, 2022	Regular Payment	26,247.48	26,247.48	23,901.69	2,345.79	50,098.21
±	<b>2022 Totals</b>	<b>26,247.48</b>	<b>26,247.48</b>	<b>23,901.69</b>	<b>2,345.79</b>	
± Sep 26, 2023	Regular Payment	26,247.48	26,247.48	24,659.37	1,588.11	25,438.84
±	<b>2023 Totals</b>	<b>26,247.48</b>	<b>26,247.48</b>	<b>24,659.37</b>	<b>1,588.11</b>	
± Sep 26, 2024	Regular Payment	26,247.46	26,247.46	25,438.84	808.62	
±	<b>2024 Totals</b>	<b>26,247.46</b>	<b>26,247.46</b>	<b>25,438.84</b>	<b>808.62</b>	
±	<b>Grand Total</b>	<b>157,237.38</b>	<b>157,237.38</b>	<b>145,610.00</b>	<b>11,627.38</b>	

## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of September, 2019 by and between The City of Hallowell, ME hereinafter called "Owner" and Affinity LED Light LLC, doing business as a partnership hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will furnish and install approximately 232 networked LED streetlights per the Central Maine Power (CMP) documented ledger of light fixtures with the City of Hallowell, hereafter called the Project, and per the pricing shown on the cost proposal spreadsheet dated December 27, 2018 and as specified herein; projected at a cost of \$120,136.00. Final pricing will depend on actual number of fixture size and types actually installed based on GIS audit review.
2. The Contractor will furnish all materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein. However, the "Owner" will be responsible for the provision of any required uniformed-police details.
3. The Contractor will commence the work required by the Contract Documents and will complete Project by March 31, 2020.
4. The Contractor agrees to perform all work described in the Contract Documents and comply with the terms therein for the unit prices as shown in the cost proposal dated December 27, 2018.
5. The Owner will pay to the Contractor in the manner and at such times as set forth in the Contract Documents in such amounts as required by the Contract Documents.
6. The Owner may at its sole option add more light fixtures to be retrofitted with LEDs. The Owner would consult with the Contractor to set a schedule for the added fixtures. The Owner will pay for the additional work using the unit prices as bid or as agreed to under this agreement, unless otherwise agreed-to.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.



IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first above written.

OWNER:  
FOR THE CITY OF HALLOWELL

\_\_\_\_\_  
Signature

Name   Nate Rudy  

Title   City Manager  

CONTRACTOR:  
Affinity LED Light LLC

\_\_\_\_\_  
Signature

Title   Steven R. Lieber  

Name   President  

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

## **CONTRACT DOCUMENTS AND DEFINITIONS**

### **ARTICLE 1 - DEFINITIONS**

Wherever the words defined in this article, or pronouns used in their stead, occur in this Contract and specifications hereto attached, they shall have the meanings herein given.

1.1 OWNER – The word Owner shall mean the first party, any board, officer or agent, authorized to act for the said party of the first part, in the execution of the work of this Contract.

1.2 CONTRACTOR – The word Contractor shall mean the party of the second part, designated, entering into this Contract for the performance of the Work required, or the legal representative of said party or the agent appointed for said party in the performance of the work.

1.3 SUBCONTRACTOR – The word Subcontractor shall mean a person, firm or corporation supplying labor or materials for work at the site of the project for, and under separate Contract agreement with the General Contractor.

### **ARTICLE 2 - OBLIGATIONS AND LIABILITY**

2.1 The Contractor shall complete the work to the satisfaction of the City Manager at the prices herein agreed upon and fixed therefore.

2.2 The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. If a uniformed officer and police detail are mandated, the Owner shall be responsible for this cost and will arrange coverage. The Contractor shall bear all losses resulting to him or the Owner on account of the amount of character of the work or on the account of weather elements or other causes. The Contractor shall assume the defense of all claims of whatsoever against the Contractor or the Owner and indemnify, save harmless, and insure the Owner, its officers or agents, against claims that may arise from injury or damage to persons, corporations or property. Claims against the Contractor shall be settled in an expedient manner, proof of which shall be provided to the City Manager.

2.3 The Owner disclaims any authority or responsibility for job site safety and for the safety of persons who are or are not part of the construction process. It is understood and agreed that the Owner will not be responsible for compliance of safety programs, put forth by the Contractor or related OSHA regulation required to be followed by the Contractor, employees, Subcontractors and agents. Job site safety shall be the responsibility of the Contractor at all times.

### **ARTICLE 3 - CITY MANAGER TO DECIDE**

3.1 In the event of any questions or disputes as to the interpretation, application or intent of any provisions in this Contract, the Contractor shall immediately notify the City's City Manager in writing of any issues; the City Manager shall consult with the Contractor and a decision shall be made by the City Manager, which decision shall be final and binding on both parties.

3.2 Nothing in this agreement shall be construed as giving the City Manager the responsibility to direct construction methods, techniques, procedures or safety methods.

### **ARTICLE 4 - INTENTIONS OF DOCUMENTS**

4.1 See Article 3.1 above.

### **ARTICLE 5 - ABSENCE OF CONTRACTOR**

5.1 Work shall neither commence nor proceed unless supervised by the Contractor or his duly authorized superintendent. Delays in the work due to the absence of the Contractor or his duly authorized representative shall not constitute reason for extension of time for completion. The City Manager shall be notified at least 24 hours in advance for any deviation from the normal daily work schedule.

### **ARTICLE 6 - PARTS OF THE CONTRACT**

6.1 The proposal submitted by the Contractor, the Specifications, are made parts of this Contract.

### **ARTICLE 7 - ERRORS AND OMISSIONS**

7.1 See Article 3.1 above.

### **ARTICLE 8 – INSURANCE**

8.1 Indemnification

8.1.1 The Contractor shall indemnify and hold harmless the Owner against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of the Contractor or anyone directly or indirectly employed by the Contractor, whose acts may be liable, regardless of whether or not is caused in part by a party indemnified hereunder.

8.1.2 In any and all claims against the Owner, or its employees by any employee of the Contractor, or anyone directly or indirectly employed by the Owner, the indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workman's compensation acts, disability benefits act or other employee benefit acts.

8.2 Insurance – requirements shall be as follows:

**Workers Compensation – Statutory with Employers Liability as follows:**

E.L. (employers liability) each accident: \$500,000

E.L. disease – each employee: \$500,000

E.L. disease – policy limit: \$500,000

**Commercial Auto Liability:**

Combined Single Limit (bodily injury and property damage) – each accident: \$1,000,000

**Commercial General Liability:**

Each occurrence: \$1,000,000

General Aggregate: \$2,000,000 with per project aggregate endorsement

Products/Completed Operations Aggregate: \$2,000,000

**Commercial Umbrella/Excess Liability:**

Each Occurrence: \$1,000,000

General Aggregate: \$1,000,000

Products/Completed Operations Aggregate: \$1,000,000

**Owners Liability – Named Insured: The City of Hallowell**

The City of Hallowell shall be named as an additional insured for on-going and completed operations on a primary and noncontributory basis by way of certificate of insurance and amendatory endorsement on all liability insurance policies required above.

8.3 The insurance provided herein is to be primary, and no insurance held or owned by the City shall be called upon to contribute to a loss.

8.4 A copy of the required policy endorsements shall be attached to each certificate submitted.

8.5 The Owner, in its sole discretion, reserves the right to increase or reduce the required limits, or to require other forms of insurance, as deemed appropriate in relation to the scope of a project. For example, some projects



may require pollution liability, professional liability or other specialty coverages

## **ARTICLE 9 – COMPLIANCE WITH LAWS**

9.1 The Contractor at all times, shall observe and comply with, and cause all his agents and employees to observe and comply with all such laws, ordinances, regulations, orders or decrees; and shall protect and indemnify the Owner, its officers and agents against all claims or liability arising from or based upon violation of any such law, ordinances, regulations, orders or decrees, whether by himself or his employees.

## **ARTICLE 10 – NOT TO SUBLET**

10.1 The Contractor shall give his personal attention constantly to the faithful prosecution of the work, shall keep the same under his personal control, and shall not assign by power of attorney or otherwise, nor subject the work or any part thereof, without the previous written consent of the Owner, and shall not either legally or equitably assign any of the monies payable under this agreement or his claim thereto, unless by and with the like consent of the Owner.

## **ARTICLE 11 – TIME OF BEGINNING WORK**

11.1 It is the intent of this Contract to have the Contractor commence work within the City on or before January 1, 2020. However, the actual commencement date may occur earlier based upon discussion between Contractor and Owner and all 'date certain' milestones will be agreed upon at that time.

11.2 No work shall begin on any City street before 7:00 a.m. and all daily activity shall finish before the hour of 7:00 p.m. unless prior authorization has been granted by the City.

## **ARTICLE 12 – DELAY BY OWNER**

12.1 The Owner may delay the beginning of the work or any part thereof, if materials or equipment to be furnished by the Owner are not delivered. The Contractor shall have no claim for damages on account of such delay, but shall be entitled to such additional time wherein to perform and complete this Contract on his part as the City Manager shall certify in writing to be just.

## **ARTICLE 13 – TIME OF COMPLETION**

13.1 The rate of progress shall be such that work shall be performed and completed in accordance with the terms of this Contract.

13.2 It is agreed that the rate of progress herein required has been purposely made slow enough to allow for the ordinary delays incident to construction work of this



character. No extension of time will be made for ordinary delays, inclement weather and accidents, and occurrences of such will not relieve the Contractor from the necessity of maintaining the rate of progress.

13.3 If delays are caused by acts of god, acts of government or State, extra work, or contingencies clearly beyond the control or responsibilities of the Contractor, the Contractor shall be entitled to additional time wherein to perform and complete this Contract on his part as the Owner may grant.

13.4 The Contractor shall provide a schedule to meet the milestones depicted within this document. Changes to the schedule should only be made through written documentation. The Contractor agrees to exercise diligence in the performance of its services consistent with the agreed upon schedule, subject, however, to the generally accepted standards of care for performance of such services.

13.5 **Work is expected to be fully complete by March 31, 2020.**

13.6 If work has begun and is stopped for any reason (including acts of god) the Contractor is required to take all necessary care to ensure the public safety at all times, (satisfactory to the Owner), at its own expense. Failure to ensure the public safety (including maintaining reclaimed roadways) may be deemed a breach of Contract.

#### **ARTICLE 14 – NIGHT AND SUNDAY WORK**

14.1 Night work is generally not to be assumed, however, may be requested by the Owner or Contractor.

14.2 No Sunday work is permitted, except in great emergency, and to such extent that may be necessary.

#### **ARTICLE 15 – EMPLOY COMPETENT PERSONS**

15.1 The Contractor shall employ only competent persons to do the work, and whenever the City Manager shall notify the Contractor in writing that any such persons on the work is, in his opinion, incompetent, such persons shall be discharged from the work and shall not again be employed on it, except with the consent of the City Manager.

#### **ARTICLE 16 – LABOR AND EQUIPMENT**

16.1 If in the opinion of the City Manager the Contractor is not employing sufficient labor or equipment to complete the Contract within the time specified the City Manager may, after giving written notice, require said Contractor to employ such additional labor and equipment as may be necessary to enable said work to properly progress. Failure of the Contractor to comply in the request of the City Manager shall be considered a violation of this Contract.

## **ARTICLE 17 – LIQUORS AND DRUGS**

17.1 The Contractor shall not sell and shall neither permit the use of intoxicating liquors or drugs or other materials upon or about the work.

## **ARTICLE 18 – ACCESS TO WORK**

18.1 The Owner reserves the right if in his opinion, public health, safety and welfare are jeopardized, to access the work and if necessary to employ forces, not a party to this Contract for the correction of hazards or defects in the work performed by the Contractor and the costs and or performance of such work shall be set forth in Article 24.

## **ARTICLE 19 – EXAMINATION OF WORK**

19.1 The City Manager shall be furnished with every reasonable facility for ascertaining that the work is in accordance with the requirements and intention of this Contract, even to the extent of uncovering portions of the work.

## **ARTICLE 20 – DEFECTIVE WORK**

20.1 The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his Contract as herein prescribed and defective work shall be made good and unsuitable material shall be rejected, notwithstanding that such work and materials have been previously overlooked by the City Manager and accepted or estimated for payment. If any portions of the work are found to be defective before the final acceptance of the whole work, the Contractor shall forthwith make

good such defects in a manner satisfactory to the City Manager, and if any material brought upon the ground for use in the work shall be condemned by the City Manager as unsuitable or not in conformity with the specifications the Contractor shall remove such materials from the vicinity of the work and make good areas of uncertainty at the Contractor's expense to the satisfaction of the City Manager.

## **ARTICLE 21 – MISTAKES OF CONTRACTORS**

21.1 The Contractor shall pay the Owner, all expenses, losses, and damages as determined by the City Manager incurred in consequence of any defect, omission or mistake of the Contractor or the making good thereof.

## **ARTICLE 22 – RIGHT TO MATERIALS**

22.1 Nothing in this Contract shall be constructed as vesting in the Contractor any right of property in any of the materials removed (castings, reclaim, etc.) or placed once

having been affixed to the work or the soil, but all such materials shall, upon being so removed, attached or affixed become the property of the Owner.

### **ARTICLE 23 – LIMITATIONS OF WORK**

23.1 Should the Contractor consider himself entitled to extra compensation on account of alterations or changes he shall notify the OWNER by making his claim in writing.

23.2 Should, in the opinion of the City Manager any contemplated change in the quantities of the work or alterations thereof, materially change the character of the work or any part thereof, or materially affect the compensation of the same, then the work shall be considered extra work.

### **ARTICLE 24 – EXTRA WORK**

24.1 The Contractor shall perform work incidental to the proper completion of the Contract. The amount of compensation to be paid to the Contractor for extra work shall be determined as one of the following:

24.1.1 By unit prices, if any as set forth in the Contract

24.1.2 If no unit prices are set forth, then by unit prices or by lump sum mutually agreed by the Owner and the Contractor; or

24.1.3 If no unit prices are set forth and if the parties cannot agree upon unit prices or a lump sum then by the actual net costs in money to the Contractor as approved by the City Manager of the materials and of the wages of applied labor required for such extra work, plus such rental of plant and equipment (other than small tools) required and approved for such extra work, plus ten percent (10%).

24.2 The Owner and Contractor may agree to extend this Contract for an extent to be agreed upon, however for no more than 5 fiscal years.

### **ARTICLE 25 – EXTRA TIME**

25.1 When extra work is ordered during the progress of work, which required, in the opinion of the City Manager, an unavoidable increase of time for the completion of the Contract a suitable extension of completion shall be made, only upon approval of the Owner.

### **ARTICLE 26 – CLAIMS FOR DAMAGES**

26.1 If the Contractor claims compensation for any damages for work performed or material furnished in accordance with the terms of this Contract or for any other cause, he shall promptly, after sustaining of any damage, make a written statement of the damage sustained, to the Owner and shall on or before the fifteenth day of the month

following that in which the damage shall have been sustained, file with the Owner an itemized statement of the details and the amount of damage. Unless such statement is made, his claim for compensation shall be forfeited and invalidated and shall not be entitled to payment on account of any such damage.

## **ARTICLE 27 – ABANDONMENT OF WORK**

27.1 If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be sublet without consent by the Owner or the rate of progress is unreasonably delayed or that the Contractor has violated any of the provisions of this Contract, the Owner may notify the Contractor by a written order, with a copy mailed to the home office of the Surety, to discontinue all work or any part thereof and the Owner may thereupon by Contract or otherwise as it may determine, complete the work and charge the entire expense of completing the work; and for such completion the Owner for itself or its Contractors may take possession of and use or cause to be used in the completion of the work, materials, equipment, machinery, implements and tools of every description as may be found at the location of such work.

27.2 This article shall also include emergency situations where the Contractor is unable to be reached or has been unresponsive to alerts made by the City Manager or Owner. Every effort shall be made by the Owner to reach said Contractor. No action during emergency situations may be considered a breach of Contract, however;

27.2a All expenses charged under this article shall be deducted and paid by the Owner out of any monies due or to become due to the Contractor under this agreement. The Owner shall not be held to the lowest figures for the work of completing the Contract or any part thereof; (including emergency response) all sums actually paid therefore shall be charged to the Contractor. In case the expense so charged are less than the sum which would have been payable under this Contract, if the same had been completed by the Contractor, the Contractor shall be entitled to the difference; and in case such expenses shall exceed the said sum, the Contractor shall pay the amount of the excess to the Owner.

## **ARTICLE 28 – PRICES OF WORK**

281. The Owner shall pay and the Contractor shall receive the prices stipulated in the proposal attached hereto as full compensation for everything furnished and done by the Contractor under this agreement and for faithfully completing the work.

## **ARTICLE 29 - MEASUREMENT AND PAYMENT**

29.1 Any and all work necessary to complete the proposal items should be accounted for by the Contractor, if for any reason a task(s) to complete a proposal item is not included in these documents it shall be considered incidental to the proposal item. Payment Procedures are described in this Agreement and / or as determined during the Pre-construction meeting.

29.2 Contractor shall be paid according to the items in the proposal as successfully completed within a given pay period and with the details outlined in the Contract specifications. Payment will be based on the actual amount of work accepted.

29.3 An initial 50% deposit of the project total value will be paid to the Contractor prior to the start of the project. Deposit will be applied to all subsequent material and installation billing. Installation of street lights will be invoiced weekly until project completion.

29.4 Payments to the Contractor will be made for the actual quantities put in place and accepted in accordance with the Contract Documents. At all times the Contractor's unit prices will govern payment, unless a penalty is assessed by the Owner.

29.5 When alterations in the quantities of work not requiring a supplemental agreement, as herein before provided for, are ordered and performed, the Contractor shall accept payment in full at the Contract price for the actual quantities of work done. No allowance will be made for anticipated profits.

29.6 Should any items contained in the bid form be found unnecessary for the proper completion of the work Contracted, the Owner may eliminate such items from the Contract, and such action shall in no way invalidate the Contract, and no allowance will be made for items so eliminated in making final payment to the Contractor.

29.7 Partial payments shall be made as the work progresses as pay requisitions are received from the Contractor.

29.8 Final Payment will be due when the Contractor has completed all work and the Contractor has submitted all required paperwork.

### **ARTICLE 30 – SAFETY AND HEALTH REGULATIONS**

30.1 In order to protect the lives and health of his employees under the Contract, the Contractor shall comply with all pertinent provisions of the Contract Work Hours and Safety Standards Act; and shall maintain all accurate records in all cases of death, occupational disease and injuries requiring medical attention or causing loss of time from work, arising out of and in course of employment on Work under this Contract.

30.2 The Contractor alone is responsible for the safety, efficiency and adequacy of his plant, appliances and methods and for any damage which may result from the failure or the improper construction, maintenance or operation.

30.3 The Contractor shall comply with the requirements of the Occupational Safety and Health Act.

### **ARTICLE 31 – LIABILITY OF THE OWNER**

31.1 No person, firm or corporation, other than the signer of this Contract as Contractor now has any interest hereunder and no claim shall be made or to be valid, and neither the Owner nor any agent of the Owner, shall be liable for or to be held to pay any money except as herein provided. The acceptance by the Contractor of the payment of the final estimate shall operate as and shall be a release to the Owner, and every agent of the Owner, from all claims and liability to the Contractor for anything done or furnished for or relating to the work, except the claim against the Owner for the remainder, if any thereby, of the amounts kept or retained as herein provided.

### **ARTICLE 32 – GUARANTEES**

32.1 The Contractor guarantees that the work to be done under this Contract and the materials to be furnished by him for use in the construction of the same will be free from defects or flaws. This guaranty shall be for a period of one year and after the date of acceptance.

32.2 Contractor warrants that the LED lighting fixtures will be free of defects in material and workmanship for a period of TEN (10) YEARS from the date of original purchase. This limited warranty shall be void if the product is not used for the purpose for which it was designed.

32.3 It is hereby agreed and understood that this guaranty shall not include repairs made necessary, by any cause other than defective work or materials furnished by the Contractor. The Contractor shall at all times within said period of guaranty keep the surface of the ground over his work in the condition required by this Contract and refill settlement or erosion due to any cause whatsoever during the work or when directed by the City Manager. Should he fail to do so, the Owner may have said work completed as described in ARTICLE 24.

### **ARTICLE 33 – RESPONSIBILITY FOR UTILITIES AND SERVICES**

33.1 At points where the Contractor's operations are adjacent to properties of railway, telegraph, telephone, and power companies or are adjacent to other property, damage to which might result in considerable expense, loss or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

33.2 The Contractor shall cooperate with the Owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, and the duplication of rearrangement work may be reduced to a minimum and that service rendered by those parties will not be unnecessarily interrupted.

**ARTICLE 34 – TERMINATION**

34.1 Upon fourteen calendar (14) days written notice to the Contractor, Owner may without cause and without prejudice to any other right of remedy, elect to abandon the project and terminate the agreement. In such case, Contractor shall be paid for all work executed at the Contract prices prior to the date of termination as its sole remedy.



# HALLOWELL ME (CMP) "NETWORKED" LED STREETLIGHT CONVERSION PROPOSAL

Updated: Jan. 2, 2018

Municipality: **Hallowell ME**  
Account Number: **3501-1038-730**

ANNUAL HOURS: **4,260**

ELECTRIC SUPPLY\*  
\$0.079206  
per kwh  
*STANDARD OFFER ENERGY SUPPLY COST QUOTED FROM PROVIDED HALLOWELL CMP BILL.*

RATE SL - DELIVERY ONLY SERVICE  
\$0.055332  
per kwh  
ELECTRIC SUPPLY\*  
\$0.079206  
per kwh

**MUNICIPAL STREET LIGHTING SUMMARY**

Current Lighting Description	Fixture Qty
232	
50HPS CUT OFF COBRA	110
70HPS CUT OFF COBRA	7
100HPS CUT OFF COBRA	24
150HPS CUT OFF COBRA	2
250HPS CUT OFF COBRA	2
250HPS FLOOD	3
400HPS FLOOD	1
250HPS Special Mongoose Closets	4
100MERC OPEN SUBURBAN	1
50HPS ENCLOSED COBRA	41
70HPS ENCLOSED COBRA	11
100HPS ENCLOSED COBRA	18
150HPS ENCLOSED COBRA	5
250HPS ENCLOSED COBRA	3
OTHER EQUIPMENT (poles/brackets, etc)	
232	

**CURRENT LIGHTING**

Existing Rated Watts	ANNUAL kWh per fixture	TOTAL ANNUAL KWH	DELIVERY CHARGES	ELECTRIC SUPPLY	ANNUAL Cost Per Fixture	TOTAL ANNUAL COST
			Delivery Service	Lighting Equipment	355 monthly hrs X fixture rated watts/1000 X electric rate per kwh	
			RATE SL Monthly Rate Per Luminaire	RATE SL Monthly Rate Per Luminaire		
65	277	30,459	\$1.28	\$10.96	\$1.83	\$168.82
95	405	2,833	\$1.90	\$10.25	\$2.67	\$177.91
130	554	13,291	\$2.57	\$10.34	\$3.66	\$198.81
195	831	1,661	\$3.87	\$11.46	\$5.48	\$249.70
300	1,278	2,556	\$5.99	\$14.71	\$8.44	\$349.57
300	1,278	3,834	\$5.98	\$13.68	\$8.44	\$337.19
465	1,981	1,981	\$9.24	\$15.32	\$13.07	\$451.62
300	1,278	5,112	\$5.99	\$30.12	\$8.44	\$534.49
120	511	511	\$2.40	\$9.52	\$3.37	\$183.53
65	277	11,353	\$1.29	\$9.11	\$1.83	\$146.76
95	405	4,452	\$1.90	\$9.43	\$2.67	\$168.06
130	554	9,968	\$2.57	\$9.91	\$3.66	\$193.66
195	831	4,154	\$3.86	\$10.36	\$5.48	\$236.48
300	1,278	3,834	\$5.98	\$13.19	\$8.44	\$331.31
					monthly	\$27.16
		95,999				\$43,424

**PROPOSED LED LIGHTING**

Models	LED Rated Watts	ANNUAL kWh per fixture	TOTAL ANNUAL KWH	DELIVERY SERVICE ONLY	ELECTRIC SUPPLY	ANNUAL Cost Per Fixture	TOTAL ANNUAL COST	FUSEHOLDER KIT & FUSE	NETWORKED LIGHTING CONTROLS	INSTALLATION SERVICES	EQUIPMENT	ALL-IN EQUIPMENT & INSTALLATION			
				355 hrs X above rate per kwh	355 monthly hrs X fixture rated watts/1000 X above rate per kwh			Cost per Fixture	TOTAL COST	Cost per Fixture	TOTAL COST	Cost per Fixture	TOTAL COST	Cost per Fixture	TOTAL COST
				RATE SL Monthly Rate Per Luminaire	RATE SL Monthly Rate Per Luminaire										
Affinity S800-25W-30K-TX	25	107	11,715	\$0.49	\$0.70	\$14.33	\$1,576	\$54.60	\$6,006.00	\$184.39	\$20,283.38	\$111.97	\$12,317.13	\$153.00	\$16,830.00
Affinity S800-25W-30K-TX	25	107	746	\$0.49	\$0.70	\$14.33	\$100	\$54.60	\$382.20	\$184.39	\$1,290.76	\$111.97	\$783.82	\$153.00	\$1,071.00
Affinity S800-40W-30K-TX	40	170	4,090	\$0.79	\$1.12	\$22.93	\$550	\$54.60	\$1,310.40	\$184.39	\$4,425.47	\$111.97	\$2,687.37	\$185.00	\$4,440.00
Affinity S801-65W-30K-TX	65	277	554	\$1.28	\$1.83	\$37.25	\$75	\$54.60	\$109.20	\$184.39	\$368.79	\$111.97	\$223.95	\$203.00	\$406.00
Affinity S800-100W-30K-TX	100	426	852	\$1.96	\$2.81	\$57.31	\$115	\$54.60	\$109.20	\$184.39	\$368.79	\$111.97	\$223.95	\$237.00	\$474.00
Affinity FL2-80W-30K-BR-TNM	80	341	1,022	\$1.57	\$2.25	\$45.85	\$138	\$54.60	\$163.80	\$184.39	\$553.18	\$111.97	\$335.92	\$306.00	\$918.00
Affinity FL2-150W-30K-BR-TN	150	639	639	\$2.95	\$4.22	\$85.97	\$86	\$54.60	\$54.60	\$184.39	\$184.39	\$111.97	\$111.97	\$459.00	\$459.00
Affinity S800-100W-30K-TX	100	426	1,704	\$1.96	\$2.81	\$57.31	\$229	\$54.60	\$218.40	\$184.39	\$373.58	\$111.97	\$447.90	\$237.00	\$948.00
Affinity S800-25W-30K-TX	25	107	107	\$0.49	\$0.70	\$14.33	\$14	\$54.60	\$54.60	\$184.39	\$184.39	\$111.97	\$111.97	\$153.00	\$153.00
Affinity S800-25W-30K-T2	25	107	4,367	\$0.49	\$0.70	\$14.33	\$587	\$54.60	\$2,238.60	\$184.39	\$7,560.17	\$111.97	\$4,590.93	\$153.00	\$6,273.00
Affinity S800-25W-30K-T2	25	107	1,172	\$0.49	\$0.70	\$14.33	\$158	\$54.60	\$600.60	\$184.39	\$2,028.34	\$111.97	\$1,231.71	\$153.00	\$1,683.00
Affinity S800-40W-30K-TX	40	170	3,067	\$0.79	\$1.12	\$22.93	\$413	\$54.60	\$982.80	\$184.39	\$3,319.10	\$111.97	\$2,015.53	\$185.00	\$3,330.00
Affinity S801-65W-30K-TX	65	277	1,385	\$1.28	\$1.83	\$37.25	\$186	\$54.60	\$273.00	\$184.39	\$921.97	\$111.97	\$559.87	\$203.00	\$1,015.00
Affinity S800-100W-30K-TX	100	426	1,278	\$1.96	\$2.81	\$57.31	\$172	\$54.60	\$163.80	\$184.39	\$553.18	\$111.97	\$335.92	\$237.00	\$711.00
			32,696				\$4,399	avg \$54.60	\$12,667	avg \$42,779	\$25,978	avg \$111.97	\$166.86	avg \$38,711	avg \$120,136

ANNUAL ENERGY SAVINGS (kwh)		ANNUAL OPEX SAVINGS	
	(63,304)		(\$39,025)
	-65.9%		-89.9%
LONG TERM ENERGY SAVINGS		LONG TERM SAVINGS	
5 Years	(316,518)	5 Years	(\$195,124)
10 Years	(633,036)	10 Years	(\$390,248)
20 Years	(1,266,072)	20 Years	(\$780,496)

with NETWORKED LIGHTING CONTROLS	
+ ALL-IN EQUIP & INSTALLATION	\$120,136
+ NET BOOK VALUE	\$25,474
= TOTAL PROJECT COST	\$145,610
ANNUAL OPEX SAVINGS	(\$39,025)
SIMPLE PAYOFF	Years 3.73 Months 44.8

ANNUAL CO2 EMISSIONS REDUCTION			SHORT TERM CUMULATIVE ROI		
	103,864 lbs	51.9 tons	Year 1	(\$106,585)	-88.7%
			Year 2	(\$67,560)	-56.2%
			Year 3	(\$28,535)	-23.8%
LONG TERM CO2 EMISSIONS REDUCTION			Year 4	\$10,490	8.7%
5 Years	519,318 lbs	259.7 tons	Year 5	\$49,514	41.2%
10 Years	1,038,636 lbs	519.3 tons	LONG TERM CUMULATIVE ROI		
20 Years	2,077,271 lbs	1,038.6 tons	Year 10	\$244,638	203.6%
			Year 20	\$634,886	528.5%

10 YEAR CAPEX CUMULATIVE IMPACT		
Year 1	\$24,464	Profit
Year 2	\$48,928	Profit
Year 3	\$73,391	Profit
Year 4	\$97,855	Profit
Year 5	\$122,319	Profit