

**CITY OF WATERBURY
REQUEST FOR PROPOSAL**

**Street Lighting Management and Maintenance Services
Instructions to Bidders**

1. INTENT

The City is pursuing the acquisition of the streetlight system in the city and is, therefore, seeking a qualified firm to undertake management and maintenance services for the street lighting system in the city.

The project scope covered by this Request for Proposal (RFP) encompasses potential management assistance services associated with the acquisition of the street lighting system, followed by ongoing streetlight management and maintenance activities if the City were to proceed with the proposed acquisition of the streetlight system. Prospective firms must respond thoroughly to the requirements of this RFP. The Proposal shall be a part of the contract(s) resulting from this RFP. Prospective firms are cautioned not to make claims or statements to which they are not prepared to commit contractually.

The City expects to make a determination with respect to whether or not it will acquire the streetlight system in the summer or early fall of 2004. If a decision is made to acquire streetlights, the City will begin the process of acquisition with the transfer of ownership tentatively targeted for January 1, 2005.

Proposals must remain in effect for at least 180 days from the submission deadline, and thereafter until either the Proposer withdraws the proposal in writing, a contract is executed, or the procurement is canceled, whichever occurs first.

All terms, conditions, requirements, and procedures included in this RFP must be met for a response to be acceptable. If a Proposer fails to meet any material term, condition, or requirement of procedure, its response may be deemed unresponsive and be disqualified.

2. SPECIAL CONDITIONS

Prospective firms submitting proposals shall have a minimum of three (3) years experience in the area of street light management and maintenance services.

3. SCOPE OF SERVICES

3.1. PURPOSE

The purpose of this project is to obtain management and maintenance service for the approximately 7,375 streetlights in the City located on both city and state-owned roads. Approximately 7,270 of these streetlights are currently owned by CL&P. The remainder, both poles and fixtures, are currently owned by the City. The City may also seek the selected contractor's assistance with the acquisition of the street lighting system.

3.2. BACKGROUND

The City plans to purchase and subsequently take over responsibility from CL&P ("utility") the management and maintenance of streetlights by the tentatively proposed date of January 1, 2005. The purpose of any contract resulting from this RFP is to obtain the management, maintenance and consistent operation of the streetlights acquired if the City were, in fact, to proceed with acquiring some or all of the streetlights. These lights are primarily high-pressure sodium streetlights, with some metal halide streetlights, of various lumen sizes as described in the inventory. Information regarding the streetlight inventory in the city is from the audit of the city's street lighting system completed by CL&P in July 2003. This information is provided by the utility and the City does not guarantee the accuracy of this information. This audit is available upon request from the City.

3.3. SCOPE OF WORK

The Scope of Services under any contract resulting from this RFP will, of course, be dependent, in part, on decisions the City may make with respect to the acquisition of the streetlights from CL&P.

A. Management Assistance Services

i. Assistance in Streetlight Acquisition Process

The City may, at its option, seek technical assistance services from the selected contractor related the streetlight acquisition negotiations with CL&P. The services in this regard could include verifying the current CL&P inventory, and performing an operational audit prior to the final acquisition from CL&P. Your proposal should provide details about your services and experiences in this regard.

ii. Billing Audit

The City may, at its option, seek to have the selected contractor perform a due diligence review of rate tariff charges under Rate 117 within three months of any acquisition from CL&P. Your proposal should provide details about your services

and experiences in this regard. Your cost proposal shall also include an hourly rate to perform these services.

B. Streetlight Management and Maintenance.

i. Routine Maintenance Services.

a) The contractor will be responsible for responding to outage calls from City residents and businesses and shall provide a local or toll free telephone number for receipt of such calls and internet access for reporting outages. Routine maintenance will be performed within *3 business days* of notification, weather permitting.

b)The contractor also shall patrol the City at least once per month to identify streetlights in need of repair and any day burners. In addition, the City may identify streetlights in need of repair, however, City identification of streetlight repairs shall in no way reduce the contractor's responsibility for timely inspections to identify streetlights in need of repair.

c) Routine maintenance includes all of the streetlight repairs that are communicated to the contractor by the close of any business day. When the repair is completed, the contractor shall submit a completed work order to the City. The contractor shall incorporate into routine repairs all streetlight repairs identified during its inspections.

d)The contractor will be expected to maintain an inventory or have readily available a supply/supplier of photo cells, lamps, ballasts, poles, arms and other equipment that is routinely used for these repairs in order to perform the contract in the timeframes required.

e) The contractor will be responsible for maintaining a database that allows the City easy access to information regarding the number, timing, frequency of and responses to calls for service.

f) In the event that the City determines that it is necessary to perform any streetlight maintenance on an emergency basis, without waiting for normally scheduled maintenance, the contractor will be expected to respond to a telephone request from the Department of Public Works within twenty-four hours. In cases where the emergency involves a city-owned pole, the contractor will be expected to respond immediately to a telephone request from the Department of Public Works.

g) After six months of routine maintenance services, develop and implement preventative maintenance measures and strategies, the purpose of which will be to reduce the long-term cost of maintaining and improving the street lighting system.

h) Other services related to the routine maintenance of the street lighting system.

ii. Streetlight Replacement.

The contractor will be required to systematically replace every lamp in the streetlight system by replacing, on a rotating basis, an average of 20% during each year of the initial contract term.

iii. Utility Coordination.

The contractor will be required to coordinate streetlight repair and maintenance activities with the utility. However, the City is interested in minimizing these costs to the extent practicable. The procedure for securing assistance from the utility involves notifying and securing the approval of the City, followed by the direct scheduling of such assistance by the contractor. In the event of a scheduling change for any reason, the contractor will be responsible for cancellation of any utility assistance. The contractor will pay for any utility assistance that it fails to cancel in a timely fashion.

iv. Streetlight Tagging.

The contractor shall affix streetlight tags to streetlights as they are repaired or relamped identifying them as municipally owned streetlights. However, all municipally owned streetlights must be tagged within 12 months from start of contractor services. Tags are to be provided by the contractor at the contractor's expense. This tagging system will be reviewed in detail upon contract award.

v. Customer Service Center

The contractor shall operate and maintain a telephone response center, using a local or toll free number, to receive and log calls from citizens, local businesses and City officials reporting streetlight outages. The contractor shall include a record of all calls received in its computer-based maintenance management system. The contractor shall also maintain an internet based customer service system allowing residents and businesses to make report outages and make other service requests online. Online requests for service should be automatically entered into the computer based maintenance management system and a log of all online requests shall be made available to the City.

vi. Computer-Based Maintenance Management System (CMMS)

The contractor shall utilize a CMMS system to record, track, and report on all maintenance performed on the City's streetlights including equipment installed or replaced. The format of reports shall be agreed upon with the City and shall be

submitted to the City at least monthly. Proposers should include a description or illustrative sample of their proposed database as an appendix.

vii. Vehicles

The contractor shall provide and maintain all equipment, including bucket trucks, necessary for carrying out the services. All equipment shall be kept clean and in good working order and repair. All vehicles used for the work of this contract shall have clearly visible on each side the name and phone number of the contractor. Failure to maintain equipment in reliable working order shall be grounds for declaring the contractor in default.

viii. Other

The Proposer should identify other services that it will provide as part of the contract.

C. Emergency Knockdown Services and Installation of New Streetlights

i. Emergency Knockdown Services.

The Contractor shall also be responsible for providing emergency knockdown services for City streetlights on City-owned poles that have been knocked down due to accidents, storms, or other natural disasters. The Contractor shall provide this service on a 24-hour a day; seven-day per week basis. Initial emergency knockdown services (i.e. notification, presence at site and evaluation of services needed) shall be included as Routine Maintenance Services. Removal, repair and replacement will be considered special contract provision services for which separate pricing proposals will be requested under this RFP.

The Contractor shall provide three (3) emergency telephone numbers for reporting emergency repairs. The Contractor shall respond to all calls from the Department of Public Works for emergency streetlight knockdowns within three (3) hours of the call. Response to non-emergency calls shall be by 9:00 AM the next business day. The Department of Public Works will determine whether a knockdown call is a non-emergency call or not. As part of this procurement process, the City will compare the proposals received with the cost and service issues of having CL&P continue to provide these replacement services.

ii. Installation of New Streetlights

The Contractor may occasionally be called upon to install new streetlights or streetlight poles in Waterbury. The Contractor shall install new streetlights on

existing poles within ten (10) working days of notification by the City. In the case of a new subdivision with multiple pole and fixture installations, the City and the Contractor will meet to plan an acceptable schedule of installation at least two months prior to the anticipated installation date. The Contractor will be informed of the location of the new pole and materials and equipment needed for the installation. The Contractor shall review and provide comment on streetlight layout plans for new subdivisions. Poles may be energized underground or overhead. Installation of new streetlights will be considered special contract provision services for which separate pricing proposals will be requested under this RFP. As part of this procurement process, the City will compare the proposals received with the cost and service issues of having CL&P continue to provide these installation services.

4. EQUIPMENT/LABELLING/QUALIFICATIONS

The Contractor shall agree to abide by all of the standards developed by CL&P in its Municipal Owned Street Light Equipment Business Policy NB-208. The current policy is attached as Attachment A.

5. TERM OF CONTRACT

Contractual services associated with streetlight management and maintenance services are expected to be for an initial term of five (5) years. Any assistance provided by the contractor to the City in acquiring the streetlight system would be provided prior to this five year period.

6. NO GUARANTEE OF PURCHASE

The City makes no guarantee either expressed or implied, that any purchases will take place from any contract or agreement resulting from this RFP. Any statement made regarding past expenditures or estimated expenditures are for informational purposes only, and are not binding on the City.

7. USE OF SUBCONTRACTORS

The Proposer must identify any subcontractors that will be used on this project and describe the contractual arrangement that will exist with all subcontractors. The Proposer will be considered the prime contractor and will be fully responsible for the performance of all services, including the quality and timeliness of work performed by the subcontractor. The City must approve all subcontractors.

8. CANCELLATION OF SOLICITATION

The City retains the right to cancel this solicitation at any time prior to the execution and approval of a contract. If this solicitation is canceled, all proposals received in response to this

RFP will be rejected. All proposal preparation costs remain the responsibility of the Proposer.

9. PROPOSALS

The City will not be liable for any costs incurred in the preparation of the response for this Request for Proposal. All proposal submissions and materials become property of the City and will not be returned.

Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act.

9.1 Submission and Deadline

All proposals must be received by Wednesday, June 30, 2004 at 4:00 p.m., EST. One original and five (5) copies shall be submitted to:

Mr. Rocco Orso
Director of Purchasing
City of Waterbury
236 Grand Street
Waterbury, CT 06702

All proposals shall be opened publicly and recorded as received. Proposers may be present at the opening; however, there will be no public reading of Proposals. Proposals received later than time and date specified will not be considered.

Written questions about this RFP may be directed to Mr. Rocco Orso, Director of Purchases, at (203) 597-3437 (fax) or at the above address no later than Tuesday, June 8, 2004 at 4:00 p.m. EST. There will also be a bidder's conference with respect to this RFP on Wednesday, June 9, 2004 at 10:00 a.m. in the Mayor's Conference Room at 236 Grand Street, Waterbury, Connecticut. All responses to written questions received and to questions unable to be answered at the bidder's conference will be posted on the City's web-site in accordance with the download instructions indicated below* not later than Wednesday, June 16, 2004 at 4:00 p.m. Any changes or amendments or changes to this RFP will also be posted at the same time. It shall be the responsibility of the bidder to download this information. The City of Waterbury will not mail a separate hard copy of addendum to bidders. If you are unable to download this information, please call Mr. Orso at (203) 574-6740.

***Download Instructions:**

Click on "Streetlight Maintenance RFP Information" under "City News" on the City of Waterbury's homepage at: www.waterbury-ct.gov

9.2 Packaging

The **original** proposal and the five copies shall be placed in **one sealed envelope**, bearing the name and address of the respondent and clearly marked with the words, "**RFP: Street Lighting Management and Maintenance Services.**" Since the City may wish to evaluate non-cost issues separately, proposers are asked to place their Fee Proposal (one original and five copies) in a **separate sealed envelope** within the package marked with the label: "**Fee Proposal: Street Lighting Management and Maintenance Services.**"

9.3 Organization and Content of Proposal

The Request for Proposal is intended to provide interested Proposers with uniform information concerning the conditions for submitting proposals. In response to the RFP, Proposers shall adhere to the established format. By doing so, comparable objective data will be provided for the City's review and analysis. The Proposal shall contain the following sections, in the order and format described.

Section 1: Submittal Letter

Respondents shall submit a cover letter, addressed to Mr. Rocco Orso, Director of Purchasing, signed by an authorized principal or agent of the respondent, which provides an overview of the respondent's offer, as well as, the name, title, and telephone number of the person to whom the City may direct questions concerning the proposal. The letter should also include a statement by the respondent accepting all terms and conditions contained in this RFP, signed by an officer or other individual with authority to negotiate and contractually bind the firm.

Section 2: Company Overview:

Description: Provide a description of your firm and, if applicable, associated partners and subcontractors.

History: Provide a brief history of your firm.

References: List current governmental clients and private sector clients that are relevant to this project. Include names and phone numbers of at least three (3) references that may be contacted.

Section 3: Detailed Proposal including:

Project Understanding: Provide a written discussion in sufficient detail to demonstrate an understanding of the project's scope and the services required.

Experience: Provide a detailed written summary of the Respondent's experience, qualifications, financial strength, and capability in providing similar services elsewhere, especially experience in providing services to municipalities.

Staff Plan: Identification of all staff who will provide any portion of the services required under the contract. For each identified individual, provide background and experience, and areas and levels of responsibility. Please provide resumes of all key personnel.

Service Delivery Plan: Describe how services required herein will be provided to the Town, and describe how the service delivery plan will ensure timely delivery of services. The delivery plan must include a detailed schedule.

Services Expected of the City: Define the nature and scope of all services expected to be provided by the City.

Section 4: Required Forms

Paragraph by paragraph response to the specific requirements outlined in 3.3 Scope of Work.

Section 5: Exceptions and Alternatives:

Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposal.

Section 6: Fee Proposal

Respondents are required to submit a fee proposal for all services in the Scope of Services outlined in this RFP. The City of Waterbury is exempt from the payment of excise taxes, transportation, and sales taxes imposed by the Federal Government and/or the State of Connecticut. Such taxes must not be included in the fee proposal.

In regard to Sections 3.3.A. of this RFP, please indicate in Section 1 of Attachment C, your fee for providing these Management Assistance services.

In Section 2 of Attachment C, state the annual "per streetlight" fee for the Streetlight Management and Maintenance Services outlined in of Section 3.3. B. i to viii, for each of the five (5) years of services. Providers shall provide a

“maintenance only per streetlight” fee and a “maintenance plus relamping per streetlight” fee, the latter fee reflecting the street lamp replacement services included in Section 3.3.B.ii. Please provide a detailed breakdown of the: labor costs; streetlight equipment and parts costs; vehicle costs; and other costs included for the total of the Streetlight Management and Maintenance Services costs (i.e. number of streetlights multiplied by the per streetlight fee) included in Section 1.

With respect to services outlined in Part C of Section 3.3, Scope of Services, (i.e., Emergency Knockdown Services and Installation of New Streetlights), please indicate your fees in Section 3 of Attachment C. While the City has sought to be as inclusive as possible in listing the types of lights and poles it will own, there will likely be some types of lights and poles missing from the listing in Section 3 of Attachment C. This being the case, the City reserves the right to negotiate with the selected vendor for the cost of services for any categories of lights and poles not listed in Section 3 of Attachment C.

Section 7: Scope and Fees Negotiable

The City reserves the right to negotiate scope, fees and payment schedules with the selected respondent.

Section 8: Lease Purchase Agreement

Proposers have the option of providing a tax exempt lease purchase agreement and an associated five-year cash flow should the City decide to finance the acquisition of its streetlight system through the selected contractor. If providing such an option, include the actual finance agreement as an appendix.

Section 9: Financial Statements

Attach your firm’s most recent audited financial reports, including balance sheets and profit and loss statements and all the notes thereto.

10. **PROPOSAL EVALUATION**

10.1 **Selection Criteria**

Proposals in response to this RFP shall be reviewed against the criteria listed below. The following criteria will be used, without limitation, in determining the successful proposer:

- 10.1.1 The Respondent’s technical understanding of the project, its purpose, scope and field evidenced by the quality of the proposal submitted.

- 10.1.2 The background experience, and financial strength of the Respondent in providing similar services elsewhere, including the level of experience in working with municipalities and/or other governmental bodies of similar size, and the quality of services performed, either for the City or for other municipal or private sector clients.
 - 10.1.3 The specific background, education, qualifications, and relevant experience of the individuals designated to provide services, especially those of the day-to-day program manager, and documentation of relevant and pertinent training and accreditations of each.
 - 10.1.4 Commitment to the City's timetable for the project.
 - 10.1.5 Assessment of the Respondent's ability to develop and maintain a positive working relationship with City staff and actively communicate with same.
 - 10.1.6 Competitiveness of proposed fee, although the City is not bound to select the respondent who proposes the lowest fees for services. The City reserves the right to make such awards, including accepting a proposal although not the lowest proposed fee, as it deems in its sole discretion to be in the best interest of the City. The City reserves the right to negotiate fees and modifications to the scope of the project with the selected respondent.
 - 10.1.7 The Respondent's responsiveness and compliance with the RFP requirements and conditions.
 - 10.1.8 A review of references from other clients as provided in the Proposal submitted.
- 10.2 Selection Process
- 10.2.1 Proposals will be evaluated based upon the criteria and/or factors of evaluation listed in the Request for Proposal.
 - 10.2.2 The City of Waterbury may elect to have the proposals evaluated by a committee of two or more individuals as part of making a selection. If deemed necessary, the City reserves the right to short list the proposals received and arrange for interviews/oral presentations as part of the selection process.
 - 10.2.3 The City of Waterbury shall select the proposal that is responsible and responsive and determined to be the best suited, most advantageous, and provides the greatest overall benefit to the City on the basis of the criteria

and/or factors of evaluation listed. The City expressly reserves the right to negotiate with the selected proposer prior to an award of any contract pursuant to this Request for Proposal.

- 10.2.4 The City reserves the right to reject any and all proposals and to waive any informalities or technical defects in any proposal. Non selection of any proposal will mean that another acceptable proposal was deemed to be more advantageous to the City of Waterbury or that no proposal was accepted. Proposers whose proposals are not accepted will be so notified. Notification of non selected proposals will be devoid of any criticism of the proposal and of any implication that the proposal or proposed equipment was deficient.

11. COLLUSION

Any act or acts of misrepresentation or collusion, shall be a basis for disqualification of any proposal or proposals submitted by such persons guilty of said misrepresentation or collusion. In the event that the City enters into a contract with any bidder who is guilty of misrepresentation or collusion and such conduct is discovered after the execution of said contract, the City may cancel said contract without incurring liability, penalty or damages.

12. GENERAL REQUIREMENTS AND CONDITIONS

12.1 Insurance

The Contractor shall secure and maintain without lapse for the full term of this Contract, including any supplements hereto, the minimum insurance coverage indicated in Attachment B.

12.2 Indemnification and Hold Harmless

The Contractor hereby covenants and agrees to indemnify, defend and hold harmless the City of Waterbury and their officers, agents, representatives and employees from any and all claims, suits, actions, losses, damages, costs or injury to person or property to the extent caused by the Contractor's operation of this Contract, including any supplements hereto, or the negligent performance, negligent acts, errors or omissions in the work performed by the Contractor, or any servant, agent or employee thereof, under this Contract, including any supplements hereto, or resulting from the nonperformance of the Contractor, or any servants, agent or employee thereof, of any of the covenants and specifications of this Contract, including any supplements hereto, except to the extent caused by the actions or negligence of the City of Waterbury, their agents, representatives and employees, and such indemnity shall not be limited by reason of any insurance coverage.

12.3 Employment Roster

For all drivers holding CDL licenses, proof shall be submitted to the Director of Public Works at least ten (10) days prior to the start of the contract that the Contractor has a drug and alcohol testing program which meets the requirements of the State of Connecticut. In addition, the policy of the successful bidder regarding positive test results for CDL holders shall be submitted in writing to the Director of Public Works. Proof of continued participation in an approved drug and alcohol testing program must be submitted each successive year of the contract.

12.4 Taxes

All deliveries of commodities or services hereunder shall comply in every respect with all applicable laws of the Federal government and/or the State of Connecticut. Purchases made by the City of Waterbury are exempt from payment of Federal Excise Taxes and the Connecticut Sales Tax and such taxes must not be included in bid prices. Federal Excise Tax exemption certificates, if requested, will be furnished.

12.5 Performance Bonds

At the time of contract execution and at no additional cost to the City, the Contractor shall secure and deliver to the City a Performance Bond for the aforesated Contract Sum at no additional cost to the City. Said bonds shall be written by a surety company duly authorized to issue such bonds in the State of Connecticut and shall be in a form acceptable to the City.

12.6 Books and Records

The Contractor will maintain or cause to be maintained all records, books, or other documents relative to its services, alleged breaches of this contract, including any supplements hereto, settlement of claims, or any other matters involving the Contractor's demand for compensation by the City for a period not less than one year from the date of final payment for work performed under this Contract.

12.7 Review of Documents

The Contractor will permit the City and/or its duly authorized representatives to examine, review, and audit any records, books or documents of the Contractor relative to charges for extra work, alleged breaches of this Contract, including any supplements hereto, settlement of claims, or any other matter involving the Contractor's demand for compensation by the City and furnish copies thereof when requested at no cost to the City.

12.8 Governing Law

This Contract, including any supplements hereto, shall be governed by the laws of the State of Connecticut and the parties understand and agree that they shall be subject to the jurisdiction and venue of courts located solely within the State of Connecticut.

12.9 Miscellaneous and Limitations

This Contract represents the entire and integrated contract between the City and Contractor and supercedes all prior negotiations, representations or contracts, either written or oral. This Contract shall not be modified or amended except upon a written instrument executed by both parties hereto. The Contractor shall not subcontract, assign or transfer any of its services without the prior written consent of the City.

ATTACHMENT A

BUSINESS PROCEDURE



Northeast
Utilities System

SUBJECT

STREET LIGHTING: MUNICIPAL-OWNED
EQUIPMENT

NAME & NUMBER

NB-208

DATE REVISED

August 30, 2001

DATE EFFECTIVE

February 28, 2002

ISSUED BY

Director-Operations Support

I. PURPOSE

To set forth a policy for providing electric supply for street and security lighting where the lighting equipment is owned (or leased) and maintained by a municipality and the Company is relieved of the expense and investment in equipment and facilities used exclusively by the municipality for street and security lighting with the exception of dedicated street lighting conductors.

II. SCOPE

This policy applies only to the street and security lighting owned (or leased from third parties) and maintained by the municipality within a specifically defined geographic area of that municipality and receive service under CL&P Rate 117.

III. POLICY

A. General Policy

1. Under CL&P Rate 117, it is the municipality's responsibility to provide, own and maintain the luminaire, lamp, photocell, bracket, fixture wire, conduit, hardware and ownership identification labels except for the fixture wire molding and connectors which will be supplied by the Company at the municipality's expense after the initial connection of a new streetlight or security light. The Company will make the initial connection to its distribution system at no charge to the municipality. Poles used exclusively for street lighting must be owned, installed, and maintained by the municipality.
2. Dedicated streetlighting conductors will be owned and maintained by the Company at no charge to the municipality.
3. Municipal-owned street lighting service is available under CL&P Rate 117. The lighting qualifying for partial street lighting service shall consist of all street lighting equipment within a specifically defined geographic area of the municipality. For purposes hereof, such a specifically defined geographic area installation of a municipality's street lighting equipment shall consist of not less than all lighting equipment on a public way lying between the intersections of that public way and two other public ways or one other public way and a dead end or the municipality's boundary.

B. Rates

1. The monthly charges for municipal-owned street lighting service shall be in accordance with CL&P Rate 117 in effect at the time of service.

ATTACHMENT A--continued

BUSINESS PROCEDURE



Northeast
Utilities System

SUBJECT

STREET LIGHTING: MUNICIPAL-OWNED
EQUIPMENT

NAME & NUMBER

NB-208

DATE REVISED

August 30, 2001

DATE EFFECTIVE

February 28, 2002

ISSUED BY

Director-Operations Support

2. As approved in CL&P Rate 117, a monthly charge has been assigned to the most common types and sizes of light sources. The total lamp and ballast wattage has been used to determine the charge. Twin lamps are billed at twice the listed charges. For light sources other than those listed, the appropriate charge will be determined by the total lamp and ballast wattage multiplied by the applicable charge per watt shown in the Partial Street Lighting Rate under "Other Wattage's."

C. Agreement

A signed agreement will be required between the Company and the municipality electing to take service under CL&P Rate 117. The agreement defines the specific responsibilities required by the rate and the inventory of the municipal-owned lights. A sample agreement is shown in Exhibit NB-208-A.

IV. CONDITIONS/REQUIREMENTS

A. Point of Service/Character of Service

The point of service shall be designated by the Company. The Character of Service shall normally be unmetered, 60 hertz, alternating current, 120 volts. If an extension of the Company's distribution facilities is required for municipal-owned street lighting service only, the municipality will pay for the total cost of installation. Whenever possible NB-2 will be used to derive the customer charges. When required construction includes items not listed in NB-2, the charges will be computed by alternate means.

B. Equipment

The equipment to be installed and connected to the Company's facilities must be acceptable to the Company and other joint users or prior licensees.

1. Only luminaires, mounting brackets and accessories which meet Company standards and applicable codes, or have received prior Company approval as equal or compatible with Company standards, will be acceptable for installation and connection to the Company's distribution system.
2. Municipal-owned equipment must include controls for daily dusk (one-half hour after sunset)-to-dawn (one-half hour before sunrise) operation, resulting in annual illumination of approximately 4,150 hours.

The municipality is responsible for all repair or replacement of inoperative fail-on type lighting controls within 30 days of failure. The Company reserves the right to conduct periodic inspection of municipal-owned equipment for fail-on operation of municipal lights. Repair or replacement of defective controls shall be made within 30 days of failure or within 10 days of written notification by the Company, or the equipment will be disconnected at the expense of the municipality.

ATTACHMENT A--continued

BUSINESS PROCEDURE



Northeast
Utilities Systems

SUBJECT STREET LIGHTING: MUNICIPAL-OWNED EQUIPMENT		NAME & NUMBER NB-208
DATE REVISED August 30, 2001	DATE EFFECTIVE February 28, 2002	ISSUED BY Director-Operations Support

3. Installations requiring operating conditions and times other than shown in B.2, above, shall be served on a metered service or the Unmetered Electric Service Rate, if they qualify.
4. Municipal-owned equipment shall contain the lamp type and size as recorded with the Company and shall be subject to a periodic field audit to confirm same. If additional lamps have been installed, or larger size lamps are found in the equipment and previously unreported as a change, the Company will correct the billing and seek restitution under Section 16-259a of the Connecticut General Statutes.

C. Records

Record keeping, as well as the engineering design, layout, mapping and written notification to the Company of changes on the system, shall be the responsibility of the municipality. For all new installations, the initial requests for service must include a map or detailed drawing showing the location by pole number, type, number and size of the lamp(s) to be installed.

All subsequent changes to an existing municipal-owned system, other than replacements of like size and type, must be reported to the Company within 30 days of the time of change. All changes must be reported (Attn: Unmetered Services Administrator - Billing and Accounting Department) in a format as shown on Exhibit B of Exhibit NB-208-A.

D. Installations and Removal

1. The Company will designate the character of service and point of connection.
2. If necessary, the Company will extend its distribution facilities to a designated point of service and bill the municipality the Company's installation cost for that extension. Whenever possible NB-2 will be used to derive the municipal charges. When required construction includes items not listed in NB-2 the charges will be computed by alternate means.
3. The Company, upon request, will rearrange existing distribution facilities, as required, to install a new fixture or relocate an existing fixture on an existing pole, when it has been determined by the Company that such work is feasible and the municipality agrees to pay the cost incurred (based on the Company's estimated costs). This does not preclude charges by other users such as telephone and cable television. Where such rearrangement also requires pole replacement, the municipality shall pay the estimated total cost plus the un-depreciated cost of the removed facilities with consideration for salvage.
4. The municipality may request attachment of municipal-owned street lighting equipment to Company-owned poles along streets and public ways be performed by the Company, such work will be performed by the Company at a charge to the municipality as shown in Exhibit NB-208-B under the following conditions:

ATTACHMENT A--continued

BUSINESS PROCEDURE



Northeast
Utilities System

SUBJECT STREET LIGHTING: MUNICIPAL-OWNED EQUIPMENT		NAME & NUMBER NB-208
DATE REVISED August 30, 2001	DATE EFFECTIVE February 28, 2002	ISSUED BY Director-Operations Support

- a) Attachment is deemed feasible by the Company;
 - b) Consent of a joint-owner is either not required or can be obtained without cost to the Company;
 - c) Attachment does not conflict with existing attachment; or rights of any other licensee;
 - d) Attachment does not require the consent of a private property owner (or consent is obtained).
 - e) Attachment includes the mounting of the bracket on the pole (Company or joint-owned pole) and the connection of the fixture conductors to the Company secondary conductors. The initial connection of a new streetlight to the Company's distribution system will be at no charge to the municipality.
5. The municipality may elect, at its sole cost, liability and expense, to have a qualified contractor or qualified municipal employees attach the municipality's street lighting equipment to Company owned poles provided the municipality:
- a) Obtains consent from the Company that the attachment is feasible without modifications to the pole or the municipality pays for any necessary modifications.
 - b) Obtains the consent of all other joint-owners of the pole if required without cost to the Company.
 - c) Attachment does not conflict with existing attachment; or rights of any other licensee.
 - d) Attachment does not require the consent of a private property owner (or consent is obtained).
 - e) Connection and disconnection to the Company's distribution system will be made by the Company following receipt of a written notice from the municipality that its streetlighting equipment has been attached. This attachment includes the connection of the fixture conductors to the Company secondary conductors. The initial connection of a new streetlight to the Company's distribution system will be at no charge to the municipality. Under no circumstances shall a municipally owned streetlight be connected to or disconnected from the Company's distribution system by anyone other than an authorized Company personnel.

ATTACHMENT A--continued

BUSINESS PROCEDURE



**Northeast
Utilities System**

SUBJECT STREET LIGHTING: MUNICIPAL-OWNED EQUIPMENT		NAME & NUMBER NB-208
DATE REVISED August 30, 2001	DATE EFFECTIVE February 28, 2002	ISSUED BY Director-C perations Support

6. Except as provided in paragraph 5, a municipality's work is limited specifically to maintenance work which includes such items as cleaning of fixture parts, relamping, replacing photo controls, replacing glassware and luminaire replacements or adjustments. All work shall be performed in accord with applicable safety codes. It will be the municipality's responsibility to ensure that no electrical potential exists between the fixture and ground.

7. All newly installed municipal-owned equipment must include an ownership identification marking or label, on the fixture, which is readily visible from the ground during daylight hours. All municipal-owned luminaires purchased from the Company shall be labeled by the municipality at the time of sale but in no case later than six (6) months from the time of sale. In addition, the equipment shall have lamp fixture identification in accordance with the latest "ANSI Standard for High Intensity Discharge Lamps and Luminaires" (ANSI Publication C136.15 - 1980 and subsequent revisions).

8. Luminaires to be installed on overhead distribution poles by the Company will be supplied to the Company by the municipality complete with bracket, lamp, photocell, labels, fixture wires and glassware. Fixture wire molding and connectors will be supplied by the Company at the municipality's expense, except in the case of the initial connection of a new streetlight or security light to the Company's distribution system which will be at no charge to the municipality. Company-owned equipment will not be loaned, sold, exchanged or used for repair of municipal-owned street lighting equipment.

9. Luminaires on municipal-owned poles supplied from the Company's underground system, conduit system or direct burial distribution facilities will be connected to the Company's facilities at the base of the pole. The cost of extending facilities to that location will be borne by the municipality. The initial connection at the base of the pole of a new streetlight to the Company's distribution system will be at no charge to the municipality.

10. The Company shall have the right, but not the obligation, to inspect and discontinue service to any municipal-owned equipment which, in the opinion of the Company, has or will become unsafe for any cause beyond the Company's control or which has been connected to the Company's distribution system by unauthorized personnel. The municipality shall be promptly notified of this action.

11. When it is necessary to relocate, replace, or transfer municipal-owned equipment to substitute poles or to perform any other work in connection with said equipment that may be required by the Company or the joint-owners, such work will be performed by the Company or by the municipality's qualified contractor or qualified municipal employees at the municipality's expense.

Normally, 30 days' notice of required work will be provided to the Company. In an emergency, the Company will remove, relocate or replace the municipality's

ATTACHMENT A-continued

BUSINESS PROCEDURE



Northeast Utilities System

SUBJECT

STREET LIGHTING: MUNICIPAL-OWNED EQUIPMENT

NAME & NUMBER

NB-208

DATE REVISED

August 30, 2001

DATE EFFECTIVE

February 28, 2002

ISSUED BY

Director-Operations Support

equipment and the municipality shall be billed by the Company in accordance with the charges set forth in Exhibit NB-208-B.

12. Municipal requests for installation, removal, connections or disconnections by the Company will be scheduled during normal working hours and within the requirements of the work management system. Emergency and/or unusual conditions will merit special attention.
13. When the municipality requests the Company to fix a service to a municipal-owned streetlight and the problem is found to be with the municipal-owned streetlighting equipment, the municipality will be billed the Company's actual cost for the service call.

E. Special Condition

With notification (30 days when possible), the Company shall remove municipal-owned equipment from Company-owned facilities which are no longer required for Company or municipal purposes, or the municipality may purchase such Company-owned facilities as the municipality requires. The cost of such purchase shall be undepreciated value of the facilities.

F. Maintenance of Dedicated Street Lighting Conductors

Dedicated street lighting conductors will be owned and maintained by the Company.

G) Qualifications for Contractors and Municipal Employees

Any contractor or municipal employee utilized by the municipality to perform streetlight maintenance work on Company owned poles shall be properly trained, certified (i.e., licensed) and, in the case of a contractor, properly insured, prior to performing such work. Such work shall be performed in accordance with all applicable federal, state and local laws, regulations, safety codes and ordinances. Prior to the commencement of any work on Company or jointly owned poles, the municipality shall provide written certification to CL&P in the form of Exhibit NB-208-C.

ATTACHMENT A--continued

NE-208
Exhibit NB-208-A
Page 1 of 6

THE CONNECTICUT LIGHT AND POWER COMPANY
AGREEMENT FOR SERVICE UNDER
RATE 117 - PARTIAL STREET LIGHTING SERVICE

This is an agreement entered into as of the ____ day of _____, _____, by the ____ of _____ ("the Municipality"), and The Connecticut Light and Power Company ("the Company") for the supply of service under the Company's Rate 117 - Partial Street Lighting Service, as such rate may be amended from time to time. The Municipality agrees to take and the Company agrees to provide Partial Street Lighting Service for the Municipal-owned street lighting equipment described and located _____ (describe location/borders) and further detailed on Exhibit A attached hereto (as the same may be amended from time to time), under the following conditions:

1. Street lighting Equipment - For purposes of this agreement the term "street lighting equipment" shall mean the bracket, luminaire, lamp, photocell, fixture conductor, wire, hardware and controls for daily dusk-to-dawn operation for each lighting unit, all of which are owned by the Municipality. When the Municipality owns the mounting pole, it shall also be deemed to be street lighting equipment.

All street lighting equipment shall bear an ownership identification marking or label which is readily visible from the ground during daylight hours. All street lighting equipment purchased in place from the Company shall be so identified at the expense of the Municipality no later than six (6) months from the time of purchase. In addition, street lighting equipment shall have lamp fixture identification in accordance with the latest NEMA or ANSI Standard for High Intensity Discharge Lamps and luminaires (ANSI Publication C 136.15 - 1980 and subsequent revisions).

Changes to the street lighting equipment shown on Exhibit A (as amended from time to time), other than replacement by like size and type, shall be reported to the Company within 30 days of the time of the change in the format as shown on Exhibit B. No street lighting equipment may be installed unless it includes controls for daily dusk (one-half hour after sunset)-to-dawn (one-half hour before sunrise) operation resulting in annual illumination of approximately 4,150 hours. Street lighting equipment may not be installed without a regulated or reactor ballast with a power factor of not less than 85%, or without attachments or connections made in accordance with the specifications of the National Electric Safety Code and Company specifications. Street lighting equipment shall at all times contain the lamp type and size as recorded with the Company and shall be subject to a periodic field audit by the Company to confirm same. If the Company finds lamps which are in addition to or larger than those reported by the Municipality, the Company will seek restitution under Section 16-259a of the Connecticut General Statutes.

2. Ownership of Street Lighting Equipment - The Municipality represents that it owns all the street lighting equipment described in Exhibit A. Dedicated street lighting conductors are owned and maintained by the Company.

If the Municipality elects to phase-in the purchase of its streetlights over multiple years, it shall ensure all street lighting equipment on all public ways within the Municipality will be purchased within a reasonable period of time as agreed to by the Company and the Municipality at the time of the initial purchase.

3. Maintenance of Street Lighting Equipment - The Municipality shall maintain the street lighting equipment at its own expense. Maintenance shall not include connection or disconnection to the Company's distribution system, which shall be performed by Company personnel only. In performing such maintenance work the Municipality shall not permit its agents, employees or contractors to come into contact with the Company pole or any other Company property, that is, they shall not climb or

ATTACHMENT A--continued

NE-208
Exhibit NB-208-A
Page 2 of 6

otherwise ascend Company poles but shall maintain the street lighting equipment on such poles by using an aerial device.

The Municipality shall insure that any maintenance work performed by or on behalf of the Municipality, or any failure to perform any such maintenance, will not cause an electrical potential to be created between the street lighting equipment and the ground.

The Municipality shall repair and replace inoperative fail-on type lighting controls within 30 days of failure or within 10 days of written notification by the Company, whichever is earlier. If the Municipality fails to do so, the Company may disconnect the affected street lighting equipment at the expense of the Municipality.

The Company shall have the right, but not the duty, to inspect and discontinue service to any Municipality-owned street lighting equipment which, in the opinion of the Company, has become unsafe for any reason, or which has been connected to the Company's distribution system by unauthorized personnel. The Company shall promptly notify the Municipality of this action.

The company-owned dedicated street lighting conductors will be maintained by the Company at no charge to the Municipality..

4. Connection and Disconnection of Street Lighting Equipment - Connection of street lighting equipment wire to, and disconnection from, the Company's distribution system will be performed by the Company personnel only upon written request of the Municipality at the expense of the Municipality. The Company will make the initial connection to its distribution system at no charge to the Municipality. Connections and disconnects will be scheduled during the Company's normal working hours and will require thirty days notice, unless emergency conditions require otherwise.

5. Installation, Removal, Replacement, Relocation and Transfer of Street Lighting Equipment The services necessary to install, remove, replace, relocate or transfer street lighting equipment attached to Company poles may, at the municipality's option be performed by the Company or by the Municipality's qualified contractor or qualified municipal employees, at the expense of the Municipality. This involves attachment or removal of the bracket to/from the Company pole. The Municipality will provide the Company with any replacement street lighting equipment. Installation, removal, replacement, relocation and transfer performed by the Company will be scheduled during the Company's normal working hours and will require thirty (30) days notice, unless emergency conditions require otherwise. Company charges are contained in NB-208 as may be amended from time to time.

If the Municipality elects to use a qualified contractor or municipal employees to perform the removal, replacement, relocation, installation or transfer of the streetlight mounting bracket or Company owned poles, the Municipality will certify to the Company in writing that its contractors or municipal employees meet the qualifications as stated in NB-208, Conditions/Requirements, Section G. Such certification shall be provided in the form of Exhibit NB-208-C.

When the Municipality elects to have its qualified contractor or municipal employee attach or disconnect its street lighting equipment to a Company owned pole, it will first:

- a) Obtains consent from the Company that the attachment is feasible without modifications to the pole or the municipality pays for any necessary modifications.
- b) Obtains the consent of all other joint-owners of the pole if required without cost to the Company.

ATTACHMENT A--continued

NE 1-208
Exhibit NB-208-A
Page 3 of 6

- c) Attachment does not conflict with existing attachments or rights of any other licensee.
- d) Attachment does not require the consent of a private property owner (or consent is obtained).
- e) Connection and disconnection to the Company's distribution system will be made by the Company following receipt of a written notice from the municipality that its streetlighting equipment has been attached. This attachment includes the connection of the fixture conductors to the Company secondary conductors. The initial connection of a new streetlight to the Company's distribution system will be at no charge to the municipality. Under no circumstances shall a municipality owned streetlight be connected to or disconnected from the Company's distribution system by anyone other than an authorized Company personnel.

When the Company determines it is necessary to relocate or transfer street lighting equipment to a substitute pole for any reason, such work will be performed by the Company or by the Municipality's qualified contractor or qualified municipal employees, at the expense of the Municipality. Examples of work requiring such a relocation or transfer includes, but are not limited to, such work required because of damage to the pole or support bracket from a storm or vehicle, and transfers necessitated by the relocation or removal of the supporting pole. Except in the case of emergency, the Company will attempt to give 30 days' notice to the Municipality of any proposed relocation or transfer of street lighting equipment.

If a third party is or may be liable for payment of some or all of the expense of removal, replacement, relocation and transfer of street lighting equipment, the Company will attempt to recover such expense from such third party, but such action shall not excuse the Municipality from payment of such expense subject to reimbursement of any portion of such expense recovered by the Company.

6. Billing - All work performed by the Company at the expense of the Municipality shall be billed to the Municipality monthly, with reasonable itemization, at the Company's then current rates for such work. All such bills shall be payable when rendered; bills paid more than 60 days after billing shall bear interest at the rate of 1 percent per month from the date of billing.

7. Rates - All charges shall be in accordance with Rate 117 - Partial Street Lighting Service in effect at the time of service. For light sources other than those listed in Rate 117, the appropriate charge will be determined by the total lamp and ballast wattage multiplied by the applicable charge per watt shown in Rate 117 under "Other Wattages." No credit shall be allowed for inoperative fixtures.

8. Indemnification - The Municipality shall indemnify and hold harmless the Company and all other owners of poles to which street lighting equipment is or may be attached from and against all claims, costs, liabilities, losses, judgments and expenses, including reasonable attorneys' fees, that may arise to, or be suffered by, any of them as a result of the Municipality's ownership or control of the street lighting equipment or occasioned wholly or in part by any act or omission of the Municipality, its agents, employees or contractors in performance of maintenance, installation removal, replacement relocation transfer or other activities involving such streetlighting equipment, or the Company's distribution system.

9. Amendment of Exhibit A - The addition of street lighting equipment to that listed in Exhibit A shall be subject to mutual agreement between the Company and the Municipality and shall be subject to the Company rules and regulations with respect to acceptable fixtures and installation practices. Removals or abandonments of street lighting equipment listed in Exhibit A shall be at the option of the

ATTACHMENT A—continued

N 3-208
Exhibit NB-208-A
Page 4 of 6

Municipality, provided that no such equipment shall be removed or abandoned if it would result in a violation of the conditions of Rate 117. Street lighting equipment deleted from Exhibit A shall be removed from Company owned poles by the Company or by the Municipality's qualified contractor or qualified municipal employees at the Municipality's expense.

Each amendment to Exhibit A shall be evidenced in writing, which shall be in the format as shown on Exhibit B, executed by the Municipality and the Company, and shall define the effective date.

10. Pole Space Charges - As of the date of this agreement no pole rental fee for street lighting attachments has been approved by the DPUC. Nothing herein contained shall preclude the owner(s) of any pole to which any street lighting equipment may be affixed under the terms of this agreement from hereafter charging such annual pole rental or use fee as may be approved by the Department of Public Utility Control of the State of Connecticut after a hearing held pursuant to Section 16-19(s) of the Connecticut General Statutes.

Date

By _____
Duly Authorized

THE CONNECTICUT LIGHT AND POWER COMPANY

Date

By _____
Duly Authorized

Town of _____

ATTACHMENT A--continued

N13-208
Exhibit NB-208-A
Page 5 of 6

AGREEMENT FOR SERVICE UNDER CL&P RATE 117
PARTIAL STREET LIGHTING SERVICE

EXHIBIT A

<u>Street</u>	<u>Pole #</u>	<u>Type</u>	<u>Number of Lamps</u>	<u>Lumens</u>	<u>Total Wattage</u>	<u>Date Installed</u>
---------------	---------------	-------------	----------------------------	---------------	--------------------------	---------------------------

Note:

1. Type is:
M - Mercury
S - High Pressure Sodium
H - Metal Halide
O - Ornamental
2. Total wattage includes the wattage for the lamp and ballast.
3. For municipal owned lighting equipment connected to the Company's street lighting equipment through a Company owned and maintained receptacle, the total wattage shall be the monthly equivalent wattage calculated for that receptacle.

ATTACHMENT A--continued

NI-208
Exhibit NB-208-A
Page 6 of 6

AMENDMENT TO AGREEMENT FOR SERVICE UNDER CLIP RATE 117
PARTIAL STREET LIGHTING SERVICE
EXHIBIT B

Name _____
The Connecticut Light and Power Company
Address _____
City, State, Zip _____

Date _____

Dear Mr. or Ms. _____:

Please arrange to make the following changes or additions to billing for the municipal-owned street lighting equipment in the
____ (City/Town/Borough/District/etc.) of _____:

INSTALLATION:

<u>Street</u>	<u>Pole #</u>	<u>Type</u>	<u>Number of Lamps</u>	<u>Lumens</u>	<u>Total Watts/fe</u>	<u>Date Installed</u>
---------------	---------------	-------------	------------------------	---------------	-----------------------	-----------------------

REMOVAL:

<u>Street</u>	<u>Pole #</u>	<u>Type</u>	<u>Number of Lamps</u>	<u>Lumens</u>	<u>Total Watts/fe</u>	<u>Date Removed</u>
---------------	---------------	-------------	------------------------	---------------	-----------------------	---------------------

Signed: _____

Date: _____

Municipal Unit (town, fire district, etc.): _____

ATTACHMENT A--continued

Charges for Work Involving Municipal-Owned Street lighting

Number of Units in Work Group*	Additional Units	Not to Exceed
	1	
1. Connect (OH)	\$119 \$69	16 Units
2. Disconnect (OH)	\$119 \$69	16 Units
3. Replace Luminaire	\$193 \$144	8 Units
4. Install Bracket & Luminaire	\$175 \$125	8 Units
5. Remove Bracket & Luminaire Disconnect	\$142 \$92	12 Units
6. Transfer Luminaire & Bracket	\$209 \$160	7 Units
7. Transfer Bracket & Luminaire (1/2 Setup)	\$184 \$133	8 Units
8. Connect Post Top or Ornamental Pole Luminaire	\$119 \$69	16 Units
9. Disconnect Post Top or Ornamental Pole Luminaire	\$119 \$69	16 Units

* Each individual work project can be considered as part of a group if the work location is within one-half mile of the previous work location and done on the same day.

The municipality will be billed the Company's actual costs for all work for emergency conditions that require the Company to verify the safety of CL&P's facilities or to make CL&P's facilities safe.

**MUNICIPAL CERTIFICATION OF CONTRACTOR AND EMPLOYEE
QUALIFICATIONS**

Municipality _____

a. Name of Municipal Official Providing Certification: _____

Contractor/Municipal Employee Information

a. (Contractor) Name: _____

b. Home Office/Headquarters:

Address: _____

Phone Number: () _____

Fax Number: () _____

Certification

The Municipality hereby certifies that the Contractor/Employee referenced above is properly trained, certified and licensed, and in the case of a contractor, insured, to perform installation, removal, replacement, relocation, transfer and maintenance work on street lighting equipment in close proximity to high voltage electrical conductors (the "Work"), and that such Contractor/Employee is authorized by the Municipality to perform such Work on its behalf. The Contractor/Employee is required to perform the Work on behalf of the Municipality in accordance with all applicable federal, state and local laws, regulations, safety codes and ordinances.

The Municipality further certifies that all individuals performing Work on its behalf on streetlighting equipment have received full and adequate safety training. The Municipality acknowledges that the Company shall rely on this certification as proof of the qualifications of such Contractor/Employee. The Municipality shall indemnify and hold harmless the Company and all other owners of poles to which street lighting equipment is or may be attached from and against all claims, costs, liabilities, losses, judgments and expenses, including reasonable attorneys' fees, that may arise to, or be suffered by, any of them as a result of the Municipality's ownership or control of the street lighting equipment or occasioned wholly or in part by any act or omission of the Municipality, its agents, employees or contractors, in the performance of Work or any other activities of such persons involving such street lighting equipment or the Company's distribution facilities.

Dated as of this ___ day of _____, 20__.

(Official Municipal Authorization)

ATTACHMENT B

Insurance Requirements

I. The following insurance requirements shall be used in any contract with the City of Waterbury:

At no additional cost to the City, the Contractor shall purchase and maintain the insurance set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this agreement, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

The Contractor's insurance policies shall be endorsed to add the City as an additional insured. The insurance afforded the additional insured shall be primary insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least sixty (60) months.

The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

-
- A. General Liability Insurance: \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate
 - B. Automobile Liability Insurance: \$1,000,000.00 combined single limit (CSL)
 - C. Workers' Compensation: Statutory Limits within the State of Connecticut
 - D. Excess Liability Insurance: \$3,000,000.00 aggregate limit
-

Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut and having an "A-" Best's Rating as shown in the most current A. M. Best Company ratings.

ATTACHMENT B-continued

- A. General Liability Insurance: Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.
- B. Automobile Liability Insurance: Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any owned or non-owned vehicle
- C. Workers' Compensation: Contractor shall comply with all State of Connecticut statutes as it relates to workers' compensation.
- D. Excess Liability Insurance: Providing liability umbrella insurance coverage excess of primary insurance limits.

Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

Cancellation: THE CITY OF WATERBURY SHALL RECEIVE WRITTEN NOTICE OF CANCELLATION FROM THE INSURER AT LEAST 30 CALENDAR DAYS PRIOR TO THE DATE OF ACTUAL CANCELLATION, REGARDLESS OF THE REASON FOR SUCH CANCELLATION.

Certificates of Insurance: Prior to the execution of this Agreement, the Contractor shall furnish to the City of Waterbury, subject to the approval of the City, certificate(s) of insurance verifying the above coverage's, including the naming of the City of Waterbury, as follows: "**The City of Waterbury it's public officials and its employees and any person acting under, through or for them are listed as additional insured as their interest may appear**". The City's Purchase Order Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than 30 calendar days has been mailed to the Office of Corporation Counsel, 236 Grand Street, Waterbury, CT. 06702.

Upon request the Contractor shall deliver to the City a copy of the Contractor's insurance policies and endorsements and riders.

**City of Waterbury
Streetlight Management and Maintenance RFP
Attachment C
Fee Proposal**

Section 1. Management Assistance Services (Section 3.3.A.)

	Fee Proposal
Assistance in Streetlight Acquisition Process (Section 3.3.A.i.)	\$ _____
Billing Audit-Hourly Rate (Section 3.3.A.ii)	\$ _____

Explanatory Comments:

Attachment C--continued

Section 2. Streetlight Management and Maintenance Services (Section 3.3.B.)

Schedule I.

	Fee per Streetlight Maintenance Only*	Fee per Streetlight Maint. Plus Relamping**	Total Cost*** Maintenance Only	Total Cost*** Maint. Plus Relamping
Year 1				
Year 2				
Year 3				
Year 4				
Year 5				

*This is Fee per Streetlight for all Streetlight Management and Maintenance Services in Section 3.3.B., **except for** relamping (i.e. not including Section 3.3.B.ii)

This is Fee per Streetlight for all Streetlight Management and Maintenance Services in Section 3.3.B., **including relamping in Section 3.3.B.ii.

*** Total Cost would be 7,375 streetlights multiplied by the Fee per Streetlight

For the Total Costs columns in Schedule I above, please provide some line-item cost details in Schedule II below (Note: the totals in Schedule I should match the totals in Schedule II)

Schedule II

	Year 1 Total Costs Maint Only	Year 1 Total Costs Maint & Relamp	Comments
Labor			
Streetlight Equipment & Parts			
Vehicle Costs			
Other Costs			
Total			

	Year 2 Total Costs Maint Only	Year 2 Total Costs Maint & Relamp	Comments
Labor			
Streetlight Equipment & Parts			
Vehicle Costs			
Other Costs			
Total			

<u>Category</u>	Year 3 Total Costs <u>Maint Only</u>	Year 3 Total Costs <u>Maint & Relamp</u>	<u>Comments</u>
Labor			
Streetlight Equipment & Parts			
Vehicle Costs			
Other Costs			
Total			

<u>Category</u>	Year 4 Total Costs <u>Maint Only</u>	Year 4 Total Costs <u>Maint & Relamp</u>	<u>Comments</u>
Labor			
Streetlight Equipment & Parts			
Vehicle Costs			
Other Costs			
Total			

<u>Category</u>	Year 5 Total Costs <u>Maint Only</u>	Year 5 Total Costs <u>Maint & Relamp</u>	<u>Comments</u>
Labor			
Streetlight Equipment & Parts			
Vehicle Costs			
Other Costs			
Total			

Explanatory Comments:

Attachment C-continued

Section 3. Prices: Emergency Knockdowns & Installation of New Streetlights (Section 3.3.C.)

Year 1 prices for new streetlight installation or replacement due to knockdown of City-owned poles. (Please Note: As stated in Section 3.3, Part C.i. of RFP, initial emergency services related to knockdowns (i.e. notification, presence at site and evaluation of services needed) are to be included as part of Routine Maintenance Services. In addition, while the City has sought to be as inclusive as possible in listing the types of lights and poles it will own, there will likely be some types of lights and poles missing from the list below. This being the case, the City reserves the right to negotiate with the selected vendor for the cost of services for lights and poles not listed in this section.)

1. Low mount fiberglass pole (Contractor Supplies Pole)

New installation or replacement of a 14' decorative low mount fiberglass pole, a full cutoff GE fixture # TRCR07-S1N-2AMC-2BL, with a new lamp, new photoeye, and cable

COST (including labor).....\$ _____

2. Decorative low mount aluminum pole (Contractor Supplies Pole)

Replacement

Replacement of a 12' decorative low mount aluminum pole. A cast aluminum Sentry Electric Corporation catalog #SAL-1VP-WS12 including tenon, anchor bolts, template and Sentry Electric fixture catalog #SCT Series ALZAK coated with finish on dome to be brass duranodic, with a new lamp, a new photoeye and cable.

COST (including labor).....\$ _____

New Installation

New installation of the 12' decorative low mount aluminum pole. A cast aluminum Sentry Electric Corporation catalog #SAL-1VP-WS12 including tenon, anchor bolts, template and Sentry Electric fixture catalog #SCT Series ALZAK coated with finish on dome to be brass duranodic, a new lamp, a new photoeye cable, and \$500.00 allowance for excavation work.

COST (including labor).....\$ _____

Attachment C-continued

Section 3. Prices: Emergency Knockdowns & Installation of New Streetlights--continued

3. Decorative low mount aluminum pole (Contractor Supplies Pole)

Replacement

Replacement of a 14' decorative low mount cast aluminum pole. A premium decorative cast aluminum (Catalog C) served UG including tenon anchor bolts, template and a Dorchester series luminaire Victorian style gaslight, a new lamp, a new photoeye and cable.

COST (including labor).....\$ _____

New Installation

New installation of the 14' decorative low mount cast aluminum pole. A premium decorative cast aluminum (Catalog C) served UG including tenon anchor bolts, template and a Dorchester series luminaire Victorian style gaslight, a new lamp, a new photoeye, cable and \$500.00 allowance for excavation work.

COST (including labor).....\$ _____

4. Decorative low mount aluminum pole (Contractor Supplies Pole)

Replacement

Replacement of a 14' decorative low mount aluminum pole. A premium decorative extruded aluminum (Catalog A) served UG including tenon anchor bolts, template and a CL&P Light Choises F-10 fixture or equivalent, a new lamp, a new photoeye and cable.

COST (including labor).....\$ _____

New Installation

New installation of the 14' decorative low mount extruded aluminum pole. A premium decorative extruded aluminum (Catalog A) served UG including tenon anchor bolts, template and a CL&P Light Choises F-10 fixture or equivalent, a new lamp, a new photoeye, cable and \$500.00 allowance for excavation work.

COST (including labor).....\$ _____

Attachment C-continued

Section 3. Prices: Emergency Knockdowns & Installation of New Streetlights--continued

5. 30' high mount wood pole (Contractor Supplies Pole)

Installation or replacement of a 30' wood pole, center bore, with tenon. Price includes 8' aluminum arm, full cutoff cobra head, lamp, photoeye, and cable; also use of crane and labor.

COST (excluding freight).....\$ _____

6. 30' high mount anchor based metal/fiberglass pole (Contractor Supplies Pole)

Replacement

Replacement of a 30' high mount anchor based metal/fiberglass, round, tapered pole including 10' arm, full cutoff cobra head, lamp, photoeye, and cable. Price includes labor and use of a crane.

COST (excluding freight).....\$ _____

New Installation

New installation of a 30' high mount anchor based metal/fiberglass, round, tapered pole including 10' arm, full cutoff cobra head, lamp, photoeye, cable and base. Price includes excavation, use of crane and labor.

COST (excluding freight).....\$ _____

7. Decorative Metal Pole – Central Business District District (City Supplies Pole and fixture)

Replacement

Replacement cost of a decorative metal pole. (City supplies pole and fixture.)

COST.....\$ _____

New Installation

New installation cost for a decorative metal pole. Price includes base, excavation, and labor. (City supplies pole and fixture.)

COST.....\$ _____

Attachment C-continued

Section 3. Prices: Emergency Knockdowns & Installation of New Streetlights--continued

Year 2 to 5 Prices for Section 4 (RFP Section 3.3.C): Please copy these sheets (i.e. Section 3 of this attachment) and provide separate sheets for prices for each of next four years, or provide the amount of for any annual proposed escalator clauses related to the above prices:

	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Escalator amounts*:	_____	_____	_____	_____

*This should be any percentage increase over previous year.

Explanatory Comments: _____

