

Town of Natick
Contract for Services Related to the
LED Conversion of Natick Police Station

This Agreement is made this ____ day of _____, 2019, by and between the Town of Natick with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, by the Natick Board of Selectmen (hereinafter the "Town," or the "Client"), and Horizon Solutions, LLC, a limited liability corporation with a principal place of business at 175 Josons Drive, Rochester, New York 14623 (hereinafter the "Contractor" or "Horizon").

The words "he," "him" and "his" in this Agreement, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts, if any exist between the Town and the Contractor, are hereby terminated and shall be of no force and effect.

1. Scope of Services and Scheduling

In consideration of the obligations herein contained, Horizon shall perform the work included in the scope of work in the Horizon proposal dated October 3, 2019 (the "Project"), which is attached hereto and incorporated herein by reference. All materials shall be new and shall meet UL, Federal, State and Local code requirements. Any material change to the scope of work, including acceptance of the additional cost for the work, shall be agreed upon by both parties in writing before the work is performed. The work will be considered complete, with the exception of any minor open items, after the Client and Utility representative review and approval of the work (herein referred to as the "certificate of completion").

Horizon provides this proposal based on Prevailing wage requirements, if applicable, and all work performed during normal work week (7:00 A.M. to 3:30 P.M. local time), unless otherwise stated in the proposal.

Horizon shall install the Project with regard for the appearance and condition of the Client's property. Waste material shall be removed daily.

The Client will cooperate and coordinate with Horizon on scheduling and maximize productivity on Energy Conservation projects. The Client will allow Horizon access to areas of the building to ensure rapid, efficient installation and completion of the Project.

2. Standard of Care

The Contractor's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. The Contractor shall exercise due care and diligence in the rendition of all services under this Agreement in accordance with the applicable professional standards in the eastern Massachusetts area. The Contractor's services shall be performed as expeditiously as is consistent with such standards.

3. Term

The term of this Agreement shall be for one (1) year, commencing as of the execution date of this Agreement, and ending one (1) year later.

4. Order of Priority of Agreement Documents

In the event of any conflict among the Agreement Documents, the Documents shall be construed according to the following priorities:

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Highest Priority:	Amendments to Agreement (if any)
Second Priority:	Agreement

5. Payment

In consideration for performance of the work in accordance with the requirements of this Agreement, the Client shall pay Horizon the prices set forth in Exhibit A, which is attached hereto and incorporated by reference.

This Agreement is a fixed price/fixed rate contract; and, therefore, miscellaneous expenditures associated with Horizon's work on the Project shall not be paid by the Client. In the event that an unforeseen miscellaneous expense is incurred, Horizon shall receive the Client's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Client.

Payment shall be made to Horizon for work completed in accordance with this Agreement. All requests for payment shall be submitted to the Client as an invoice and shall specify work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the Project.

Payment will be due thirty (30) days after receipt of Horizon's invoice by the Client for services rendered in accordance with this Agreement. The Client shall not make payments in advance.

If the Client objects to all or part of any invoice, the Client shall notify the Horizon in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for Horizon to engage the services of a specialized contractor or companies other than those originally proposed in Horizon's proposal, Horizon shall take such measures only with the Client's prior written approval. Charges for such services shall be billed directly to the Client unless otherwise agreed upon by the parties.

Payment of the amounts due under this Agreement shall release the Town of Natick and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Agreement or anything done in pursuance thereof.

No payment by the Client to Horizon shall be deemed to be a waiver of any right of the Client under this Agreement or a ratification by the Client of any breach hereof by Horizon.

6. Warranty

It is understood and agreed that Horizon will perform all services hereunder in a professional manner with appropriately skilled employees or subcontractors. Horizon warrants the workmanship for one (1) year from the date of the certificate of completion and shall assign all applicable Manufacturers' warranties for products used on the Project to the Client. Horizon shall also assist in completing all applicable warrantee registration forms and explain the warrantee process for these Manufacturer warranties.

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7. Compliance with Laws

Horizon shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of this Agreement and any extension or renewal thereof. Without limitation, Horizon shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Agreement shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

Horizon shall insure and shall require each of its subcontractors to carry the following insurance to the extent stated:

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all non-owned and hired vehicles - Combined single limit of \$1,000,000.
- d. Professional Liability Insurance, covering errors and omissions, \$1,000,000 each occurrence and \$2,000,000 aggregate limit.
- e. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance and employer's liability under workers' compensation insurance.
- f. The Town of Natick shall be named as additional insured on each such policy of Commercial General Liability Insurance and, if required, Automobile Liability Insurance.
- g. All certificates and policies shall contain the following provision:

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760, before such cancellation or amendment shall take place.”

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- h. Certificates evidencing such insurance in five (5) copies shall be furnished to the Client at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Horizon shall make no claims against the Town of Natick or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Agreement.
- i. Horizon shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance and, if required, automobile liability insurance, which indicate that the Town of Natick are named as additional insureds on each such policy.
- j. No insurance shall be obtained from an insurer which:
 - 1. is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - 2. is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- k. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Agreement and shall operate as an immediate termination thereof.

9. Indemnification

Horizon shall compensate the Client for all damage to the Client's property of any nature arising out of Horizon's work. To the fullest extent permitted by law, Horizon shall indemnify, defend, and hold harmless the Town of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by Horizon of its obligations under this Agreement, or the act or omission of Horizon, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by Horizon under the Agreement, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by Horizon or any of its officers or employees regarding the subject matter of this Agreement. Said costs shall include, without limitation, legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Client and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the Town of Natick, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Agreement, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Agreement, or the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by Horizon or its employees, regarding the subject matter of this Agreement.

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11. Familiarity with Area of Work

By signing this Agreement, Horizon acknowledges that it has examined the subject matter of this Agreement, including, without limitation, the provision of energy consulting services, and that it is familiar with all sites which are the subject of this Agreement in the Town of Natick and with all conditions of this Agreement. Horizon has entered into this Agreement in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

The nature of Horizon's work includes the installation of energy efficiency equipment and solutions. Horizon does not take responsibility for the following existing conditions at the Project site: existing code violations, structural issues, deteriorating wiring and hazardous material, such as asbestos, lead paint, and oil. To the extent that Horizon and/or its officers, employees, agents, subcontractors or consultants do not cause the presence of hazardous material at the Project site, Horizon and its officers, employees, agents, subcontractors and consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous material in any form at the Project site. If Horizon discovers hazardous material at the Project site, it shall immediately notify the Client in writing and shall refrain from disturbing or taking any action with respect to the hazardous material in the absence of the Client's written direction. In the event Horizon does disturb such hazardous material or does take such action without written direction, the limitation of liability in this paragraph shall not apply.

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status

Horizon shall provide services under this Agreement as an independent contractor with the Town of Natick and not as an employee of the Town. No employee, agent or representative of Horizon shall be entitled to receive any benefits of employment with the Town of Natick, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

15. Use of Alcohol and Controlled Substances Prohibited

Horizon hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of Horizon is prohibited on Town property which is the subject matter of this Agreement and during all hours of work under this Agreement. If any officer, employee, agent, or representative of Horizon violates the foregoing provision, the Client shall have the right to order that such officer, employee, agent, or representative of Horizon shall not be permitted to return to work on this Agreement. Under such circumstances, Horizon shall promptly remove the subject

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officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Agreement.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, Horizon, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town of Natick.

17. Criminal Background Screening

For each employee of Horizon who is performing services under this Agreement, Horizon shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Client that such employee passed Horizon's pre-employment criminal background screen. In the event that any employee refuses to permit Horizon to provide such information to the Client, Horizon shall not assign such employee to perform services for the Client, and such employee shall not be authorized to perform services for the Client. The Client shall be permitted to keep such information in its files.

18. Delays/*Force Majeure*

Except as specifically set forth in this Agreement, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services for the Project.

19. Termination

- a. If Horizon shall breach any provision of this Agreement, which breach is not cured within twenty-one (21) days of written notice thereof from the Client to Horizon, the Client shall have the right to terminate this Agreement upon written notice to Horizon.
- b. If any assignment shall be made by Horizon or by any guarantor of Horizon for the benefit of creditors, or if a petition is filed by Horizon or by any guarantor of Horizon for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against Horizon and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Client may terminate this Agreement upon written notice to Horizon.
- c. The award of this Agreement and the continued operation of this Agreement are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Agreement. Should Natick Town Meeting fail to appropriate necessary funds therefore, the Client shall no longer be under any obligation to tender performance, including

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payment, under the terms of this Agreement. In that event, the Client may terminate this Agreement upon written notice to Horizon.

- d. The Client may terminate this Agreement upon written notice to Horizon if a source of money to fund the Agreement is lost during the Agreement term. In the alternative, the parties may agree in writing to amend the Agreement to provide for an Agreement price which represents a reduced appropriation for the Agreement term.
- e. The Client may also terminate this Agreement for convenience upon thirty (30) days' written notice to Horizon.

In the event of termination Horizon shall be entitled to be paid for services rendered in accordance with this Agreement prior to termination.

In the event that this Agreement is terminated pursuant to Section a. or b. above, the Client may make any reasonable purchase or contract to purchase services in substitution for services due from Horizon and may deduct the cost of any substitute contract, or damages sustained by the Client due to non-performance or non-conformance of services together with incidental and consequential damages from the Agreement price, and shall withhold such damages from sums due or sums which become due.

20. Notices

Except as otherwise provided in this Agreement all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section.

If to the Town of Natick: Melissa A. Malone
 Town of Natick
 13 East Central Street
 Natick, MA 01760

With copies to: Karis North, Esq.
 Murphy, Hesse, Toomey & Lehan, LLP
 300 Crown Colony Drive, Suite 410
 Quincy, MA 02169

If to Horizon: President
 Horizon Solutions LLC
 175 Josons Drive
 Rochester, NeNY14623.

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by Horizon as a result of the performance, non-performance or alleged breach of this Agreement shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.

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- b. No action or failure to act by either party shall constitute a waiver of a right or duty afforded to that party under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by either party shall be construed as a waiver or in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach by the other party shall constitute a waiver of any subsequent default or breach.
- c. If Horizon discovers or is informed of any discrepancy or inconsistency in the Agreement Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, Horizon shall promptly, before commencing services under this Agreement, report the same to the Client in writing.
- d. Horizon acknowledges that it has not been influenced to enter into this Agreement, nor has Horizon relied upon any warranties or representations not set forth in this instrument.
- e. Horizon shall maintain the confidentiality of information designated by the Client as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless Horizon has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Client has expressly waived such confidentiality in advance in writing.
- g. Horizon shall not represent or purport to represent that it speaks for the Client vis-à-vis the media or the public at-large without the Client's express, written consent in advance.
- h. Prior to commencing services under this Agreement, Horizon shall furnish the Client, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- i. By entering into this Agreement, Horizon certifies under penalties of perjury that its entry was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- j. By entering into this Agreement, Horizon certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- k. Prevailing wage rates, as contained in the Bid documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. Horizon understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to Horizon with respect to the services required to be provided under this Agreement. Horizon and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of

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the Massachusetts Conflict of Interest Law.

- m. Horizon shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. Horizon shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- n. To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Agreement, any statutorily-mandated provisions contained herein shall control.
- o. Horizon shall not assign or subcontract in whole or in part this Agreement or in any way transfer any interest in this Agreement without the prior express written approval of the Client.
- p. This Agreement may be amended only by written consent of both parties.
- q. Horizon shall not assign any money due or to become due to Horizon unless the Client shall have received prior written notice of such assignment. No such assignment shall relieve Horizon of its obligations under this Agreement.
- r. If any provision, or portion thereof, of this Agreement shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in effect to the extent permitted by law.
- s. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.
- t. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- u. This Agreement is executed in triplicate as a sealed instrument.

(The remainder of this page is left intentionally blank.)

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The Town of Natick, Massachusetts

Horizon Solutions, LLC

By: The Natick Board of Selectmen

By:

Michael J. Hickey, Jr., Chair

Signature

Susan G. Salamoff, Vice Chair

Printed Name

Jonathan Freedman, Clerk

Printed Title

Karen Adelman-Foster

Richard P. Jennett, Jr.

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

In accordance with the requirements of M.G.L. Chapter 44, Section 31C, this is to certify that an appropriation in the amount of this Agreement is available therefor, and that the Natick Board of Selectmen is authorized to execute this Agreement and to approve all requisitions and execute change orders.

Arti P. Mehta
Comptroller, Town of Natick

Dated: _____

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE:

Karis North, Esq.

Dated: _____

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CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting _____ of _____

(Title) (Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on _____
_____ 20 ____, at which meeting all Directors were present and voting, the following vote was
unanimously passed:

VOTED: To authorize and empower either _____,

(Name) (Title);
_____, _____; or
(Name) (Title)
_____, _____
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the ____ day of _____, 20__ and has
not been changed or modified in any respect.

Signature

Printed Name

Printed Title

The certification contained hereabove shall be executed by CONTRACTOR or copy of current "certification
of authority to sign for the Corporation" shall be attached.)

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Exhibit A: Project Cost and Payment Terms

Company Name: Town of Natick

Billing Address: 13 East Central Street, Natick Town Hall, Natick, MA 01760

Purchase Order/Contract #:

Project Cost:

Labor, Material, Disposal Costs	\$75,086
Sales Tax on Material	N/A
Total Project Cost	\$75,086

*Less: *Estimated Project Incentives*

<u>Utility</u>	<u>App #</u>	
Eversource		\$22,804

Total Incentives	\$22,804
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<u>Net Project Cost to Client</u>	<u>\$52,282</u>
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Note:

Project Payment Terms:

Amount to be paid by the Client to Contractor (Payable 30 days after invoice date))	\$52,282
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Amount to be paid by Utilities to Contractor (Contractor will collect this amount directly from the Utilities)	\$22,804
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<u>Total Project Cost</u>	<u>\$75,086</u>
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The final invoice date will be determined by the "Certificate of Completion" as described in the Terms & Conditions.

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Exhibit B: Project Proposal

Proposal



**HORIZON
SOLUTIONS**

Prepared for:

**Town of Natick
22 E Central Street
Natick, MA**

Police Station

October 3, 2019

Revised Incentive

By: Tony Parente

Town of Natick

Police Station

Energy Efficiency Proposal

Location: 22 E Central Street Natick
Quoted (Good For 30 Days): October 3, 2019
Primary Contact: Jillian Wilson-Martin
Phone: (508) 647-6555
Email: jwmartin@natickma.org
Horizon Contact: Tony Parente
Phone: 401-265-1284
Email: Tparente@hs-e.com

	Rate	Existing	Proposed	Reduction	Savings
kWh:	\$ 0.1700	91,724	26,569	65,155	\$ 11,076
kW:	\$ -	16.18	5.33	10.85	\$ -

Location Description	Project Cost \$	Project Incentives	Project Net Cost	kWh Saved	Electric Savings	Maintenance Savings	Simple Payback (Years)
Police Station	\$ 75,086	\$ 22,804	\$ 52,282	65155	\$ 11,076	\$ 5,110	3

Note: *Simple Payback is based on total savings over the payback period

Measure Description

Existing Condition:

Existing fixtures are 2L and 3L 2X2 troffers w/32w T8 u-bend lamps and 2L and 3L 2X4 troffers w/32w T8 lamps. There are also 2L 4ft and 4L 8ft vaportight fixtures w/32w T8 lamps. Bathrooms have 2L 4ft strips and wraps w/32w T8 lamps

Proposed Condition:

Horizon proposes to retr-fit all 2X2 and 2x4 troffers w/Lithonia 17w and 24w LED fixtures w/integrated controls. Horizon proposes to retro-fit all 4ft and 8ft vaportight fixtures w/Everline 15w LED tube and drivr kits. Horizon also proposes to retro-fit all 4ft wraps w/Everline 15w LED tube and driver kits

Assumptions:

No lifts have been budgeted for the job/customer provides lifts
All necessary permit fees are included in the above price
All necessary disposal, dumpster, and recycling costs of existing fixtures/lamps/ballasts are included in the above price
Assumes work can be completed during First-(0700-1700) shift, using Prevailing labor
Assumes no existing code violations or master and slave wiring
If there is a building and or Electrical Code issue, the client is responsible at their own cost to correct code issues so the project can be completed in a timely manner
Items where ballasts are not being addressed, customer is responsible for any ballast failures

Scope of Work			
Line	Location	Proposed	Qty.
1	Hallway	NEW BLT 2x2 Recessed, 2,037 Lumens, 17 Watts W/OCC/DIM	4
2	Training room	NEW BLT 2x2 Recessed, 2,037 Lumens, 17 Watts W/OCC/DIM	17
3	Training room	NEW 5"/6"Sylvania Recessed Can, 700 Lumens, 8 Watts	16
4	Training room over white board	NEW 5"/6"Sylvania Recessed Can, 700 Lumens, 8 Watts	10
5	Training room storage	NEW BLT 2x2 Recessed, 2,037 Lumens, 17 Watts W/OCC/DIM	4
6	Training room storage	NEW 5"/6"Sylvania Recessed Can, 700 Lumens, 8 Watts	5
7	Restroom	(2) 3' LED Tube 11 Watt to work with existing ballast	2
8	Entrance	NEW 5"/6"Sylvania Recessed Can, 700 Lumens, 8 Watts	2
9	Kitchen area	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	1
10	Elevator closet	(2) 4' LED Tube and Driver, 3,600 Lumens, 28 Watts	1
11	Restroom	(2) 3' LED Tube 11 Watt to work with existing ballast	2
12	Hallway	NEW BLT 2x2 Recessed, 2,037 Lumens, 17 Watts W/OCC/DIM	13
13	Records	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	7
14	Records supervisor	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	2
15	Records storage	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	1
16	Prosecuter	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	2
17	Records archive	(2) 4' LED Tube and Driver, 3,600 Lumens, 28 Watts	10
18	Womens RR	(2) 3' LED Tube 11 Watt to work with existing ballast	2
19	Booking	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	10
20	Booking	NEW BLT 2x2 Recessed, 2,037 Lumens, 17 Watts W/OCC/DIM	4
21	Booking evidence room	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	2
22	Booking counsel room	NEW BLT 2x4 Recessed, 2,969 Lumens, 24 Watts W/OCC/DIM	2
23	Booking hallway	NEW BLT 2x2 Recessed, 2,037 Lumens, 17 Watts W/OCC/DIM	4
24	Sally Port	(4) 4' LED Tube and Driver, 7,200 Lumens, 58 Watts	8
25	Sally Port	(2) 4' LED Tube and Driver, 3,600 Lumens, 28 Watts	1
26	Evidence room	NEW CLX 4' LED Lensed Strip Fixture, 3,000 Lumens, 20 Watts	6
27	Bulk evidence room	NEW CLX 4' LED Lensed Strip Fixture, 3,000 Lumens, 20 Watts	6
28	Cells	(2) 2' LED Tube Direct Wire, 9 Watt	12
29	Hallway	NEW BLT 2x2 Recessed, 2,037 Lumens, 17 Watts W/OCC/DIM	12
30	Hallway over fountain	NEW 5"/6"Sylvania Recessed Can, 700 Lumens, 8 Watts	1
31	Building storage	(2) 4' LED Tube and Driver, 3,600 Lumens, 28 Watts	4
32	Electrical room	(4) 4' LED Tube and Driver, 7,200 Lumens, 58 Watts	1
33	Electrical room	(2) 4' LED Tube and Driver, 3,600 Lumens, 28 Watts	1
34	Community room	NEW BLT 2x2 Recessed, 2,037 Lumens, 17 Watts W/OCC/DIM	6
35	Elevator machine room	(2) 4' LED Tube and Driver, 3,600 Lumens, 28 Watts	1
36	Fingerprint/photo room	NEW BLT 2x2 Recessed, 2,037 Lumens, 17 Watts W/OCC/DIM	1
37	Main lobby over fountain	NEW 5"/6"Sylvania Recessed Can, 700 Lumens, 8 Watts	1
38	Main lobby cove lighting	(2) 3' LED Tube 11 Watt to work with existing ballast	4
39	Mens RR off lobby	(2) 3' LED Tube 11 Watt to work with existing ballast	2
40	Womens RR off lobby	(2) 3' LED Tube 11 Watt to work with existing ballast	2
41	Telephone/computer room	(2) 4' LED Tube and Driver, 3,600 Lumens, 28 Watts	1
42	Shift Commander	NEW BLT 2x2 Recessed, 2,037 Lumens, 17 Watts W/OCC/DIM	2
43	Dispatch	NEW BLT 2x2 Recessed, 2,037 Lumens, 17 Watts W/OCC/DIM	10
44	Dispatch storage	NEW BLT 2x2 Recessed, 2,037 Lumens, 17 Watts W/OCC/DIM	2

45	Dispatch RR	(2) 3' LED Tube 11 Watt to work with existing ballast	2
46	Hallway	NEW BLT 2x2 Recessed, 2,037 Lumens, 17 Watts W/OCC/DIM	3
47	Garage	(4) 4' LED Tube and Driver, 7,200 Lumens, 58 Watts	8
48	Garage tire cage	(4) 4' LED Tube and Driver, 7,200 Lumens, 58 Watts	1
49	Garage bicycle storage	NEW CLX 8' LED Lensed Strip Fixture, 6,000 Lumens, 36 Watts	2
50	Garage RR	(2) 4' LED Tube and Driver, 3,600 Lumens, 28 Watts	1
51	Sprinkler room	(4) 4' LED Tube and Driver, 7,200 Lumens, 58 Watts	1
52	Boiler room	(4) 4' LED Tube and Driver, 7,200 Lumens, 58 Watts	1
53	Boiler room	(2) 4' LED Tube and Driver, 3,600 Lumens, 28 Watts	5
54	Communcation room	(4) 4' LED Tube and Driver, 7,200 Lumens, 58 Watts	2
55	Stairwell	NEW 4' Stairwell Fixture, 3,168 Lumens, 30 Watts	8
56		0 NA	0
57		0 NA	0
58		0 NA	0
59		0 NA	0
60		0 NA	0
61		0 NA	0
62		0 NA	0
63		0 NA	0
64		0 NA	0
65		0 NA	0
66		0 NA	0
67		0 NA	0
68		0 NA	0
69		0 NA	0
70		0 NA	0
71		0 NA	0
72		0 NA	0
73		0 NA	0
74		0 NA	0
75		0 NA	0
76		0 NA	0
77		0 NA	0
78		0 NA	0
79		0 NA	0
80		0 NA	0
81		0 NA	0
82		0 NA	0
83		0 NA	0
84		0 NA	0
85		0 NA	0
86		0 NA	0
87		0 NA	0
88		0 NA	0
89		0 NA	0
90		0 NA	0
91		0 NA	0

Town of Natick Environmental Impact

22 E Central Street
Natick, MA

Environmental Impact

Although it appears innocuous, lighting causes air pollution. Each day, your local power plant will commonly burn coal, oil, and gas to generate electricity for your lighting system as well as for your other electrical needs. While burning these fossil fuels produces a readily available and instantaneous supply of electricity, it also generates air pollutants: carbon dioxide (CO₂), sulfur dioxide (SO₂), and nitrogen oxides (NO_x).

Air pollution causes global warming, acid rain, and smog.

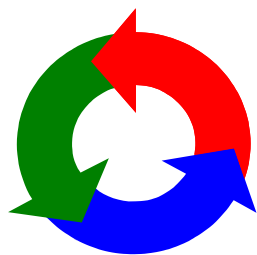
Each of these pollutants causes environmental damage. Carbon dioxide (CO₂) causes global warming, sulfur dioxide (SO₂) causes acid rain, and nitrogen oxides (NO_x) cause both acid rain and smog.

Your project will help to decrease air pollution and environmental damage by the following amounts each year:



Removing	58,639	pounds of Carbon Dioxide*
Removing	162,887	grams of Sulfur Dioxide
Removing	377,898	grams of Nitrogen Oxides

By removing these quantities of pollutants from the air, your project will have the same affect on the environment as:



Planting	14	acres of trees
Removing	9	cars from the road each year or
Saving	5,923	gallons of gasoline each year

Source: U.S. Environmental Protection Agency

<http://www.epa.gov/climatechange/>

*Carbon Dioxide calculation has been modified from EPA calculation to properly reflect the New England power grid