

STREET LIGHT MAINTENANCE

AGREEMENT made as of _____, **2014** by and between the VILLAGE OF PORT WASHINGTON NORTH, a municipal corporation with offices at 3 Pleasant Avenue, Port Washington, New York 11050, hereinafter referred to as the VILLAGE, and _____, with offices at _____, _____, New York _____, hereinafter referred to as the CONTRACTOR.

NOW, THEREFORE, it is mutually agreed by the parties as follows:

1. That during the term of this agreement, September 1, **2014** to August 31, **2015**, (both dates inclusive), the CONTRACTOR shall maintain in operating condition 19 lights within Bay Walk Park and 206 street lights within the Village's boundaries, comprised of 141 LED lights and 84 non-LED lights.

2. Said maintenance shall cover all outages caused by:

- a. Defective or burned out lamps;
- b. Defective or burned out ballasts;
- c. Defective or burned out capacitors;
- d. Defective or burned wiring within the body of the fixture;
- e. Defective or burned out photocells;
- f. Defective or burned out photocell receptacles;
- g. Defective or shorted fuses within the body of the fixture and to PSE+G, National Grid, or other electric service supplier, secondary connection, whether above or below ground.

3. Maintenance for burned out lamps, defective or burned out ballasts, and defective or burned out capacitors shall be performed in the following manner:

a. When the light is equipped with an LED bulb, then the bulb shall be replaced with another LED bulb, to be supplied by the Village;

b. When the light is equipped with a bulb that is not an LED bulb, then: 1) the ballast, capacitor and connective wiring thereto shall be bypassed; 2) the socket shall be rewired for direct 115V voltage with the sensor; and 3) the bulb shall be replaced with an LED bulb to be supplied by the Village.

4. All service shall be performed by the CONTRACTOR within 72 hours, excluding Saturdays, Sundays and holidays, of receipt of a call, facsimile or email from the VILLAGE to the CONTRACTOR or the CONTRACTOR'S own observation of an outage during the CONTRACTOR'S own inspection, which shall be conducted by the CONTRACTOR pursuant to paragraph 10.

5. The CONTRACTOR shall perform one night patrol of the entire VILLAGE each month, followed by a written report of said patrol submitted monthly to the VILLAGE with the request for payment.

6. In consideration for said service, the VILLAGE shall pay the CONTRACTOR a total sum of \$_____ for the term of the contract, which will be payable in monthly installments of \$_____.

7. The VILLAGE reserves the right, in the event that existing fixtures and parts cannot be repaired and the Village is not supplying the fixtures or parts, to have the CONTRACTOR replace the following fixtures and parts at the unit costs indicated:

- a. Coach light fixture \$_____ each
- b. Aluminum post for coach light fixture \$_____ each
- c. Black steel arm for coach light fixture \$_____ each
- d. Cobra head fixture \$_____ each
- e. Arm for cobra head fixture \$_____ each.

8. The VILLAGE reserves the right to have the CONTRACTOR perform directional drilling/horizontal boring, at a cost of \$_____ per linear foot.

9. The VILLAGE reserves the right to have the CONTRACTOR perform mark-outs, at a cost of \$_____ per linear foot, to delineate the location of underground electric cables.

10. The VILLAGE reserves the right to have the CONTRACTOR perform additional work at the rate of \$_____ per hour for labor.

11. The CONTRACTOR will not be responsible for vandalism or third party damages. Any such repairs or replacements will be invoiced to the VILLAGE upon receipt of a work order, based on a cost basis plus 15%.

12. All maintenance and repairs on poles owned by PSE+G, National Grid or Verizon must be performed in accordance with the

licensing agreement entered into between the VILLAGE and PSE+G, National Grid or Verizon.

13. During the term of this agreement, the CONTRACTOR shall keep in full force and effect the following types of insurance with 30 days cancellation notice:

a. Comprehensive general liability and products - complete operations in an amount of not less than a minimum combination of bodily injury (including death) and property damages coverage of \$2,000,000.00.

b. Automobile liability coverage of \$2,000,000.00.

c. Contractual insurance to cover the indemnification set forth in paragraph "13" hereof in the amount of \$2,000,000.00.

d. Workers' Compensation shall be written by a company authorized to write insurance in the State of New York; the policy or policies of said insurance shall provide that the same may not be cancelled, except on 30 days prior written notice to the VILLAGE; a certificate of said insurance shall be presented to the VILLAGE prior to the commencement of work.

The CONTRACTOR shall provide the VILLAGE with duplicate, original copies of all insurance policies.

14. The CONTRACTOR hereby agrees to indemnify and hold the VILLAGE harmless for all claims, damages, losses, suits, judgments for bodily injury (including death) and property damage, whether real or alleged, arising out of or in any way connected with the CONTRACTOR'S performance of its work under this agreement.

15. Pursuant to the Labor Law of the State of New York, there shall be paid to each employee engaged in work under such contract not less than the prevailing wage rate for the trade or occupation in which s/he is engaged, fixed by the Commissioner of the New York State Department of Labor.

16. The VILLAGE does not discriminate on the basis of race, color, creed, religion, national origin, sex, legally protected age, legally protected disability, legally protected physical or mental handicap, marital status, sexual preference, political beliefs, or otherwise in contravention of any federal or state law, in its hiring or other employment practices, contracting, provision of services, or any other manner.

The CONTRACTOR shall not discriminate on the basis of race, color, creed, religion, national origin, sex, legally protected age, legally protected disability, legally protected physical or mental handicap, marital status, sexual preference, political beliefs, or otherwise in contravention of any federal or state law, in its hiring or other employment practices, contracting, provision of services, or any other manner.

17. Appendix A is incorporated into and made a part of this contract.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be signed and their seals affixed to it.

Robert S. Weitzner, Mayor
VILLAGE OF PORT WASHINGTON
NORTH

**NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY
SECTION 139-D OF THE STATE FINANCE LAW**

SECTION 139-D, Statement of Non-Collusion in bids to the State:

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of _____, 20____ as the act and deed of said corporation of partnership.

IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:

NAMES OF PARTNERS OR PRINCIPALS	LEGAL RESIDENCE
_____	_____
_____	_____
_____	_____
_____	_____

IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:

NAME	LEGAL RESIDENCE
President: _____	_____
Secretary: _____	_____
Treasurer: _____	_____
President: _____	_____
Secretary: _____	_____
Treasurer: _____	_____

Exhibit 1 Non-Collusive Bidding Certification-3

Identifying Data

Potential Contractor _____

Address _____

Street

City, Town, etc.

Telephone _____

Title _____

If applicable, Responsible Corporate Officer

Name _____

Title _____

Signature _____

Joint or combined bids by companies or firms must be certified on behalf of each participant.

Legal name of person, firm or corporation

Legal name of person, firm or corporation

By _____

Name

Name

Title

Title

Address _____

Street

Address _____

Street

City State

City State