

**INVITATION FOR BIDS (IFB) FOR  
INSTALLATION AND MAINTENANCE OF LED  
STREETLIGHTS**

**ON BEHALF OF THE VILLAGE OF GREAT NECK, NEW YORK**



IFB # 17-NY-P-0471-L

Issued August 31, 2017

**Bids Due: September 11, 2017**

## NOTICE TO BIDDERS

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- Agency:** RealTerm Energy US, L.P., on behalf of the Village of Great Neck, NY.
- Bid Number:** 17-NY-P-0471-L
- Description:** RealTerm Energy (RTE) on behalf of the Village of Great Neck (the Village), invites bids for the removal, installation and maintenance of approximately 832 LED streetlights.
- Contact:** If you have any questions about this IFB, please send all inquiries to Silvia Sepulveda / Fernando Araujo at [RteBidSubmissions@realtermenergy.com](mailto:RteBidSubmissions@realtermenergy.com)
- Email Subject: IFB 17-NY-P-0471-L STREETLIGHT INSTALLATION AND MAINTENANCE
- Deadline:** Bids will be received until 11:00 a.m. local time on September 11, 2017 by the Great Neck Clerk Treasurer at 61 Baker Hill Road, Great Neck, NY 11023.
- Public Opening:** All bids received by 11:00 a.m. local time on September 11, 2017 at the above address will be publicly opened and all respondent names will be read aloud. Pricing will not be evaluated until a full review and assessment of the technical submission is completed.
- Informalities:** The Board of Trustees of the Village of Great Neck reserves the right to waive any informalities in the bids not inconsistent with law and to reject any and all bids.

By Order of the Board of Trustees

Village of Great Neck Pedram Bral, Mayor

Joe Gill, Clerk Treasurer

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## GENERAL INFORMATION

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### OVERVIEW

This is an Invitation for Bids (IFB) issued by RealTerm Energy (RTE) on behalf of the Village of Great Neck – NY (the Village).

The Village of Great Neck seeks bids for the removal, installation and maintenance of approximately 830 street lights. These quantities are approximate and the Village reserves the right to modify as suitable before awarding the contract.

1.

### BID DOCUMENTS AVAILABLE

Bid documents will be made available beginning **August 31, 2017** in the Village website.

2.

### PRE-BID CONFERENCE

There will be **NO Pre-Bid Conference** for this IFB.

3.

### QUESTIONS

4.

No interpretation of the meaning of the specifications or other contract documents will be made to any bidder orally. Every request for such interpretation and all inquiries should be made in writing addressed to the Project Manager (contact details and instructions provided on page 2), and to be given consideration must be received by 2:00 p.m. on Friday September 06, 2017. Responses to inquiries that affect all bidders will be issued as addenda.

5.

### ADDENDA

Responses to inquiries that affect all bidders will be issued as addenda.

Any responses to inquiries and supplemental instructions that affect all bidders will be in the form of a written addenda to the specifications which, if issued, will be emailed to the respective bidders furnished, not later than three days prior to the date fixed for the opening of bids. All addenda so issued shall become part of the contract documents. All addenda must be acknowledged as received by the respective bidder, and included in the bid submission.

A copy of any addendum as may be issued will be on file at the Village. Absence of "failure" messages electronically transmitted from addressee's site will serve as confirmation of delivery of addenda. Bidders should contact RTE Project Manager via e-mail if they believe an addendum has not been received.

6.

A copy of all addenda that are issued should be included in the bid package and each addendum should be initialed in the bottom left corner of the first page of the document by the bidder.

### APPLICABLE LAWS AND CERTIFICATIONS

This agreement will be governed and construed according to the laws of the State of New York. This agreement is performable in the Village of Great Neck, New York.

## HOW TO SUBMIT A BID

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### BID SUBMITTAL

SUBMISSION OF BID PROPOSALS: One (1) computer printed original, one (1) computer printed copy of the bid and one (1) electronic copy (USB storage device) must be submitted. The original bid shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm in the contract and marked clearly on the outside as outlined below:

7.

IFB # 17-NY-P-0471-L

Submitted to:  
Great Neck Clerk Treasurer  
61 Baker Hill Road  
Great Neck, NY 11023

NO LATER THAN 11:00 A.M. local time, September 11, 2017

IFB PROPOSALS MUST BE RECEIVED BEFORE THE BID CLOSING DATE/TIME IN ORDER TO BE ACCEPTED.

**Bid envelopes must contain one hard (1) copy of all required documents.**

Bids must be signed as follows:

- **If the bidder is an individual**, by her/him personally;
- **If the bidder is a partnership**, by the name of the partnership, followed by the signature of each general partner; and
- **If the bidder is a corporation**, by the name of the corporation, followed by the signature of an authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation with the corporate seal affixed.

LATE PROPOSALS. Proposals received after submission deadline shall be returned unopened and will be considered void and unacceptable. The Village of Great Neck is not responsible for lateness of mail, carrier, etc. and time/date stamp by the Village shall be the official time of receipt.

8.

### ESTIMATED QUANTITIES

Scope of work is cited in **Appendix A – Labor and Product Specifications** and **Form C - Bid Price Form**.

This IFB recites quantities of services and/or goods that reflect estimates of the work to be engaged in by the Village during the contract term. Estimated quantities will be used for comparison of bids, determining the Low Bidder and establishing the Bid Deposit and Payment Bond amounts. The quantities, as estimated, may or may not be purchased during the contract term. The Village reserves the right to exceed or not meet the estimated quantities as its needs dictate. However, the unit prices of installation shall not be changed. Replacement LED fixture models and Brand(s) will be selected based in part on aesthetics to resemble that of the current HIDs, and in part on appropriate wattage reduction.

9.

### COMPLIANCE WITH IFB

Bidders must comply with all requirements of this IFB in order to be eligible for contract award.

Minor informalities may be waived or the bidder may be allowed to correct them. If a mistake in a bid is evident and the intended bid is clear on the face of the **Bid Price Form**, the mistake shall be corrected to reflect the intended correct bid and the bidder will be notified in writing. The bidder may not withdraw such a bid. The Village may reject or a bidder may withdraw a bid if a mistake is clearly evident on the face of the **Bid Price Form**, yet the intended correct bid is not

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similarly evident.

**FORM OF BID**

Bids must be submitted on the **Bid Price Form** provided and must contain all the required enclosures itemized in Section 11 below

**REQUIRED BID DOCUMENTS**

**10.** All bids are required to contain the following forms fully completed and signed (see Appendix D):

- Form A: General Bid Form**
- 11.**  **Form B: Statement of Competency/Certification of Good Faith -- with list of references**
- Form C: Bid Price Form**
- Form D: Labor Harmony and OSHA Certifications**
- Form E: Fully Executed and Signed Contract**
- Bid Deposit; Performance Surety Bond; Payment Bond**

**BID OPENING**

**12.** Sealed bids will be accepted at Great Neck Village Hall, until September 11 2017 no later than 11:00 A.M. local time, when and where they will be publicly opened and read aloud. Bids will be made available for inspection on-site for a reasonable period of time after all bids are opened.

**Unforeseeable Deterrents** - If at the time of the scheduled bid opening, the designated site is unavailable due to circumstances beyond the control of the Village, the bid opening will be automatically postponed (with or without notice to potential bidders) until 12:00 Noon at the same location on the next normal business day. In the event the same location cannot be used to accommodate a postponement, the bid opening will be formally postponed with notification to all parties provided bid documents by Great Neck.

## AWARD AND CONTRACT

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### RULE OF AWARD

#### An award will be made as follows:

An award will be made based on the Bid Price Form to the responsive and eligible bidder offering the lowest total bid price for all items listed in the IFB.

13. The term "lowest responsible and eligible bidder" shall mean the bidder: (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

### TIE BREAKER

14. In the event of a tie, the low Bidder shall be the Bidder who has the closest operating office to the Village Hall.

### TIMEFRAME FOR AWARD

15. All bid prices submitted in response to this IFB must remain firm for 30 (thirty) days following the bid opening or until a contract is executed, whichever occurs first.

### RESERVED RIGHTS

The Village reserves the right to:

1. Cancel this IFB at any time, with or without notice to prospective bidders. Reasonable efforts will be made to give notice.
2. Accept or reject, in whole or in part, any and all bids as permitted by law.
3. Award contracts as it deems best serves the interests of the Village.
17. 4. Waive or adjust non-statutory bid requirements before or after bids are opened in whatever ways it deems best serves the interests of the Village, while also being non-prejudicial to the interests of fair competition.

### CONTRACT

A signed contract will result from this IFB, and will remain in effect for one (1) year or until the purpose of the contract is fully realized.

# BIDDER QUALIFICATION REQUIREMENTS

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## PERFORMANCE CAPABILITIES

Bidders must:

- Only employ licensed and qualified staff to perform the work.
- Be capable of assessing the condition of the infrastructure and act in accordance with the guidelines provided by the Village to achieve a high-quality installation.
- Understand and have working knowledge of all local electricity standards and procedures for Traffic Plan Safety.
- Provide a copy of the Electrical Contractor Certificate for the Bidder.
- Provide a list of trades persons involved in the project, complete with their college of trades certificate number and copy of Electrician’s license, including apprentice workers but excluding office and administrative staff.

Time of performance is critical to this IFB. Bidders must reassure **the Village** of their capacity to perform the installation within 4 months, pending a two (2) week Notice to Proceed from the Village.

## EXPERIENCE

- 19. Bidders must demonstrate competency in the business of providing the goods and/or services specified in this IFB by conformance with the following criteria. Bidders must meet these minimum qualifications to be considered responsive and eligible.
  - a. Minimum of 3-years of experience with jobs that are similar in type and size to the project requirements and appropriate experience in street lights installation.
  - b. Provision of the specified goods and/or services is consistent with normal lines of business.
  - c. Receive favorable ratings from references.
- 20.

## REFERENCES

Bidders must provide a comprehensive list of ongoing projects and projects completed within the last 2 years, as well as project contact names and telephone numbers. Use a separate sheet(s) clearly marked "REFERENCES" to provide this information for each reference.

- 21. 

Poor references may be used as a basis for determining that a Vendor is not a responsible bidder.

## SUBCONTRACTORS

The use of subcontractors with specialties in the areas referenced in Section 20 is acceptable. If the Vendor intends to perform any or all work related to this contract through subcontractor(s), said subcontractor(s) names, business affiliations, and addresses must be attached with the bid and referenced to the appropriate work to be performed. Bidders agree to be responsible to ensure the legal and contractual compliance of named subcontractor(s). Use of subcontractor(s) not named in the Bidder’s bid is prohibited and shall be a breach of the agreement with the Village and grounds for termination.



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**BID DEPOSIT REQUIRED**

Bidders shall provide a bid deposit with their proposal. The bid deposit shall be submitted in a clearly marked sealed envelope, with the cost proposal. Great Neck will hold all deposits until selection of the highest-ranked Bidder. After such time, all deposits shall be returned except the top two highest-ranked Bidders.

- 22. Each bidder must submit with its bid a bid deposit equal to 5% of the amount of the bid. The bid deposit may be in the form of a certified treasurer’s or cashier’s check payable to the awarding authority from a responsible bank or trust company or a bid bond.

**PAYMENT BOND REQUIRED**

A payment bond will be required from the Bidder awarded the contract. The payment bond must be in the amount of 50% of the contract price. Bond shall be conditioned upon the faithful performance of the contract. The bond must be obtained by the Bidder from a surety company and must guarantee payment to materials suppliers and/or subcontractors in the event that the Bidder fails to pay the materials suppliers and/or subcontractors. This guarantee shall be submitted in the form of a good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of New York. The Bidder has 10 days from the date of notification of contract award to obtain the payment bond.

- 23.

**EMPLOYMENT AND LABOR RATES**

The Village of Great Neck, a village in New York State, requires contractors engaged by the Village on public works projects to abide by Articles 8 and 9 of New York State Labor Law concerning Prevailing Wage. Proposals submitted in response to this IFB must include rates which reflect paying of prevailing wage and supplements (fringe benefits) to all workers, laborers and mechanics who will perform work on the project. The successful bidder shall comply with the State’s Prevailing Wage Laws, and all applicable regulations promulgated thereunder. To the extent required by law, the successful bidder shall provide the Village with certified payroll showing the wages paid to laborers, workers and mechanics who perform work on this project. See Appendix C for a sample statement of compliance.

- 24.

**RESPONSIBILITY FOR SAFETY, HEALTH, AND FIRST AID**

The Bidder shall ensure that their employees and agents comply with all applicable health and safety laws, rules and regulations without limitation, including but not limited to the New York Public Employees Safety and Health, Occupational Safety and Health Act of 1970 (OSHA), and Bidder’s company safety regulations as issued and included with this bid.

- 26. The Bidder shall be responsible for ensuring that all work performed under his supervision, or work that the Bidder subcontracts, in conjunction with this procurement is in compliance with all applicable safety, building and electrical codes.

**INSURANCE**

The selected contractor shall at all times during the term of the contract maintain insurance in full force and effect, acceptable to the Village, that satisfies the minimum requirements outlined below. The selected contractor shall furnish the Village with certificates of insurance or other evidence satisfactory to the Village prior to commencement of any work.

**1. Worker’s Compensation:**

New York state Workers’ Compensation Law

- a. Employer’s Liability
  - i. \$1,000,000 per accident
  - ii. \$1,000,000 Disease, policy limit
  - iii. \$1,000,000 Disease, each employee

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**2. Commercial General Liability (including premises-operations; independent contractor's protective, products and completed operations; broad form property damage).**

- a. Limits Requirements:
  - i. General Aggregate: \$2,000,000
  - ii. Products and Completed Operations Aggregate: \$2,000,000
  - iii. Bodily Injury and Property Damage, Each Occurrence: \$1,000,000
  - iv. Personal and Advertising Injury Limit: \$1,000,000
  - v. Fire Damage Legal Liability: \$50,000 per fire
  - vi. Medical payments: \$5,000 per fire
- b. Coverage Requirements
  - i. Coverage must be maintained for (1) year after final payment
  - ii. Property Damage liability shall provide Explosion, Collapse and Underground Liability Coverage (X, C, U Coverage)
  - iii. Broad form property damage coverage shall include completed operations

**3. Contractual Liability**

- a. Limit Requirements:
  - i. Each Occurrence: \$1,000,000
  - ii. Aggregate: \$2,000,000
- b. Coverage Requirements
  - i. Personal injury, with employment exclusion deleted: \$1,000,000 combined single limit

**4. Business auto liability (including owned, non-owned and hired vehicles):**

- a. Limit Requirements:
  - i. Combined Single Limit: \$1,000,000

**5. Umbrella Liability**

- a. Limit Requirements
  - i. Each Occurrence: \$5,000,000
  - ii. Aggregate: \$5,000,000

All policies above shall be written by a carrier admitted to do business in the State of New York and with an AM Best Rating of A-VII or better. "The Village of Great Neck" shall be named as an Additional Insured on all policies, not merely stated on the certificates of insurance. The Village, as Additional Insured, shall be entitled to 30 days written notice of cancellation, non-renewal or restrictive amendment of any policy. All policies shall be written on a primary, non-contributory basis and shall include a blanket waiver of subrogation in favor of the Village, unless prohibited by law. Additionally, all policies shall be written on an Occurrence-based form. The selected contractor shall provide proof of current insurance to the Village prior to commencement of any work and upon demand thereafter, if so requested. If the contractor retains or hires any subcontractors in the course of its performance under the contract, the requirements of this paragraph shall be binding and transferrable to each subcontractor so retained or hired. Any words limiting notice, "to best efforts, endeavor to, not responsible to notify, etc..." will result in the certificate being rejected. If the initial insurance expires prior to the completion of the work, renewal certificates shall be furnished by the date of expiration. Should the aforementioned insurance expire prior to the required date, the Village reserves the right, without waiving any other right specified in the contract, to purchase insurance using monies owed to the selected contractor.

## PRODUCT AND PERFORMANCE TERMS

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### LUMINAIRES AND OTHER MATERIALS

- The Village will supply the LED Luminaires, Photocells and smart control nodes. Bidder shall have complete responsibility for the receiving, verification and inventory control of the Luminaires and other supplied items from time of delivery acceptance until installation completion. Discrepancy's in inventory are the financial responsibility of the Bidder.
- 27.
- The Village's Project Management Company (RTE), in coordination with the Village, will coordinate the delivery of Luminaires.
  - Bidder is responsible for ensuring all components are received in good condition and quantities shipped match the Packing Slip. A scanned copy of all the Packing Slips and Bills of Lading **MUST** be emailed to RTE immediately after being received. Discrepancies are to be reported in writing immediately.
  - If Luminaires require wiring, fuses and/or fuse holders, Bidder shall provide and install these items according to PSEG Guidelines.
  - If a new Davit Arm is required, Bidder will supply and install a product that meets the appropriate standards of its end use in accordance with the appropriate installation standards.
  - Bidder is responsible for ensuring the materials they are supplying for the installation are new and of the highest quality, meet all necessary standards applicable to PSEG Guidelines and Standards. *Refer to Appendix E.*
  - Bidder is required to provide a manufacturer's warranty on all purchased parts.
  - All purchases by Bidder shall be outright purchases. Leases, lease-purchases and credit-based purchases are specifically not authorized.

28.

### PRODUCT INSURANCE

- Insurance requirements will be based on location and ownership of facility. All products under the care and control of the Bidder must be insured and proof of such insurance submitted to the Village **prior to beginning any work.**

29.

### BUCKET TRUCKS AND TOOLS

- Prior to beginning work on the project, Bidder will submit necessary documents related to mechanical, di-electric and structural inspection of all bucket trucks. The Village reserves the right to request documents at any time during the contracted project and Bidder agrees to provide them promptly.
- 30.
- Bidder must ensure they have all tools and equipment required for the job before the start of the project.

31.

### PERMITS

- Bidder shall apply and pay for all permits prior to commencement of work (if applicable). The cost for all such permits shall be included in the Bidder's proposal, and the Bidder shall make no claim to the Village for reimbursement at a later date for costs not included in their bid proposal.

### LUMINAIRE RETROFIT AND DISPOSAL

- Bidder will supply labor and material to remove all existing HID (High Intensity Discharge) luminaires including HPS, LPS, MH and MV fixtures and replace with new the LED Luminaires, ensuring installation is complete with all products supplied and meets PSEG Guidelines for Customer-Owned Street Lighting Installation and Maintenance (which includes but is not limited to replacing existing fuses, fuse holder and/or re-wiring). *Refer to Appendix E and F.*
- Bidder is responsible for removing existing Luminaires, storing and then transporting old

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Luminaires to a certified Recycling Center.

- Bidder is responsible for and **MUST** obtain Recycling Certificates for Light Bulbs, Luminaire Housing and other components that match the quantity of Luminaires installed and promptly submit the Recycling Certificates to the Village without delay.
- Bidder will remove all other debris from the job site.
- All scrap value remains with the Bidder, and is intended to be used to cover the recycling costs.

**DATA TRACKING AND REPORTING**

- 32.
- RTE will provide a mapping and data-gathering tool (Esri App), free of charge, and it is **REQUIRED** that the Bidder use this according to instructions. This app gives the Bidder information on the location of each contracted streetlight to be replaced as well as information on the new LED Luminaire to be installed. RTE will provide instructions and training to the Bidder staff at the commencement of the project.
  - Bidder is responsible to enter information about each Luminaire installed and materials supplied (as directed in the map) into the Esri App in real-time as the Luminaires are being installed at each location, and transmitted as quickly as a signal is available. *This is a requirement and not negotiable.*
    - To enter the information per luminaire takes about 30 seconds. Data can be uploaded either in real time if connection is available or at the end of the day when crews return back to the shop and have connection.
  - Bidder is responsible and must ensure their staff is using the Esri App and **ALL** data is being entered correctly. *This is a requirement and is not negotiable.*
  - Bidder **MUST** submit their manually counted number of Luminaires installed **on a daily basis prior to 8:30 am, via EMAIL** to [rtefixturesinstalled@realtermenergy.com](mailto:rtefixturesinstalled@realtermenergy.com) (in the prescribed format and using the email below), the day following installation. *This is a requirement and not negotiable.*

<i>Email Subject:</i>	Project # (P-0000) – Project Name
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<i>Email Body:</i>	Installation Date:
Quantity Cobrahead fixtures installed:	
Quantity Decorative fixtures installed:	
Quantity Other fixtures installed:	
Quantity Fuses installed:	
Quantity Fuse Holders installed:	
Quantity 3-15 feet Wire installed:	
Quantity 16-30 feet Wire installed:	
Quantity 31-45 feet Wire installed:	
Quantity 4 ft Davit Arm installed:	
Quantity 6 ft Davit Arm installed:	
Quantity 8 ft Davit Arm installed:	
Quantity 12 ft Davit Arm installed:	

**NOTE: Failure to comply could result in termination of your contract and any costs associate with correcting data will be deducted from your invoice.**

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- Bidder is responsible to verify **on a daily basis**, that the data entered into the Esri App is correct and if necessary notify RTE of problems immediately so the data can be corrected. *This is a requirement and not negotiable.*
- Bidder shall identify any Uncaptured Luminaires not on the Installation Map and tag them using the Esri App and report them to RTE.

**NOTE: At no time should Luminaires be installed if they are not indicated on the Installation Map. Only after an authorized Purchase Order is issued and a Luminaire supplied by the Village, can an Uncaptured location be installed. Failure to follow this requirement will result in Bidder removing the incorrectly installed Luminaire and re-installing the old Luminaire at the Bidder expense.**

- Photographs of each different type of Luminaire removed and each different type of new LED Luminaires installed must be taken at the time of installation. The Installation Map will indicate which ID location should be photographed. Speak with RTE to coordinate. *This is a requirement and not negotiable.*
- Bidder will **immediately** report and document any and all unsafe conditions or incidents, including accidents.
- Bidder will report and map, using the Esri App, any Luminaires that require a High Voltage crew for installation, if they are not indicated on the map. Bidder will immediately notify RTE at the end of each day of their findings. A Purchase Order will be issued for this work if the locations are not previously identified.

**SCHEDULE**

- 33.
- Bidder is responsible to adhere to an agreed upon installation schedule. If in the sole opinion of the Village the project is deemed to be behind schedule, the Bidder will immediately produce and submit a recovery plan that demonstrates, to the satisfaction of the Village, how the work will be completed on time. Such recovery plan **MUST** be submitted within 48-hour of request.

34. **ORIENTATION AND STANDARDS**

- Bidder agrees to comply with requirements and attend any required orientation training required by PSEG prior to commencement of work within their grid.
- Bidder agrees to comply with requirements and attend any required orientation training required by the Village prior to commencement of work.
- Bidder will comply with the agreed upon demarcation point ruling and ensure the proper staff are working within their qualifications, as per PSEG standards
- Bidder will attend the Client Kick-off meeting hosted by the Village prior to commencement.
- Bidder will conduct Tail gate meetings, as required, with its staff to cover daily and weekly planning and copies of reports shall be submitted to RTE and Village upon request.

- 35.
- Bidder is required to prepare and submit traffic plans to RTE and Village who will review and present the plans to the Department of Public Works for work outside of short duration guidelines.

**WORKMANSHIP AND WARRANTY**

- Bidder shall Warranty, in writing, all work carried out against defects in workmanship and materials in accordance with the Scope of Work for a period of **1-year**, commencing upon the last date of installation.
- Bidder agrees to repair and replace faulty work, which becomes evident during the warranty period, and do this **within 48-hours of notification** or discovery of defect.
- All repairs and replacements shall be carried out at Bidder's cost.
- Defects may include, but not limited to: workmanship involving the installation of all materials (fuse, fuse holder and/or wire) affecting the performance of the lighting system.

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- Bidder shall provide pricing for Service Calls that are not for workmanship during the Warranty period. See Form C – Bid Price Form, Table 3 – Maintenance.

**CHANGE ORDERS AND ADJUSTMENTS**

The Village will consider an adjustment of the bid price if field conditions differ substantially or materially from the plans or if the Village suspends or delays work for 15 days or more. The Village is the only party authorized to approve change orders and is not obligated to pay for change orders that are not approved in writing by the Village.

36. The Village will make prompt decisions on interpretations of the specifications and other approvals.

**PROJECT CLOSEOUT PROCEDURES**

- RTE will inspect the work and identify defects and deficiencies, which the Bidder will correct as directed.
- 37.
- The Bidder will schedule and coordinate inspections and testing as required, with RTE.
  - The following documents **MUST** have been or be submitted to RTE for the project close out:
    - Written 1-year Workmanship Warranty (created by document Bidder) must be provided to the Village at time of signing Contract.
    - Inspection Certificate(s) emailed immediately upon receipt to:  
[Client\\_Services@realtermenergy.com](mailto:Client_Services@realtermenergy.com)
    - Recycling Certificate for existing Light Bulbs (quantities on all certificates must match the quantities provided by the Village) emailed immediately upon receipt to:  
[Client\\_Services@realtermenergy.com](mailto:Client_Services@realtermenergy.com)
    - Recycling Certificate for the existing Luminaire Housings (quantities on all certificates must match the quantities provided by the Village) emailed immediately upon receipt to:  
[Client\\_Services@realtermenergy.com](mailto:Client_Services@realtermenergy.com)
    - Recycling Certificate for the existing Luminaire Ballasts (quantities on all certificates must match the quantities provided by the Village) emailed immediately upon receipt to:  
[Client\\_Services@realtermenergy.com](mailto:Client_Services@realtermenergy.com)
    - Data entered in Esri App must match bidder's invoices in order to be paid; i.e. wiring, fuse holders, fuses, davit arms etc.
  - The Village has specific invoicing procedures that must be followed. They will be provided along with the Contract or in advance if requested.

38. ***NOTE: Failure to comply with this requirement will cause your invoice to be rejected and resubmittal will be required.***

39. **PAYMENT**

Vendor shall submit invoices simultaneously to RTE and to the Village on a monthly basis. The Village will make payment to Vendors within 60 days of approval of a vendor invoice. Payment shall be in arrears only.

**PROJECT PRICING REQUIREMENTS**

- Prices are for completed work, supplied and installed in accordance with Contract requirements and shall include all labor, materials (LED Luminaires and Photo controllers will be provided by the Village; all other material to be supplied by Bidder), data entry and reports, construction equipment, transportation, general clean-up and disposal, small tools, soft costs (including permit fees) and all other incidentals.
- Prices shall take into account the cost of performing the work under all seasonal, weather and ground conditions.

Installation and Maintenance of LED Streetlights

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- Photos of replaced items such as Wiring, Fuse Holders, Davit Arms etc., must be taken as proof, and attached to the appropriate ID location in the RTE app.
- Bidder must designate a point of contact in their company who the Village can speak with about pricing and subsequent invoicing.
- Bidder will provide and maintain a clean and secure work and storage(s) site(s) at **all times**. Bidder will provide the storage facility/site address(es) in which all LED fixtures will be stored during the Installation phase. This address can be the same or different than the original shipping location of the LED fixtures.
- Police Detail: The Installation portion of the LED Conversion project may require Police detail (i.e. traffic control, crew's protection, etc.). The Bidder will be responsible for coordinating directly with the Nassau County Police Department a Police detail plan to perform the work. All coordination must be completed and approved by the Police Department prior the commencement of the work. Any costs invoiced directly to the contractor by the Great Neck Police Department will be reimbursed by the Village to the successful Bidder. These costs will be a pass-through cost to the Village without any Bidder mark-up.

## MAINTENANCE

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### TERM OF MAINTENANCE CONTRACT

The Village intends to enter into a three-year, renewable maintenance agreement with the Bidder, renewable on an annual basis for up to two additional years (total of five years maximum). This contract will be issued upon satisfactory completion of the installation work, based on the amounts bid in Table 3 of the **Bid Price Form**.

40.

### RENEWAL OF MAINTENANCE CONTRACT

If the holder of the maintenance contract does NOT wish to continue into year four or year five of the maintenance contract, they are required to indicate this in writing to the Village at least six months before the term of the contract. In the absence of such a notice, the Village may renew the contract for another year with the same terms and conditions, to a maximum of five years total.

41.



## APPENDIX A – LABOR AND PRODUCT SPECIFICATIONS

---

The Village of Great Neck is looking for bids for the installation and maintenance of approximately 832 LED street lights. This bid will be awarded to the total low responsive and eligible bidder meeting all specifications. The Bidder must furnish all equipment and accessories usually considered to be standard for the type of equipment specified. The Bidder must set forth in the space provided herein the information requested, and the bid must be accompanied by whatever published material is necessary to fully describe the equipment being offered, in sufficient detail as to enable RTE and the Village to fully evaluate the bid.

The following is the inventory summary of the fixtures to be installed:






INVENTORY SUMMARY		
Scope	Fixture Type	Quantity (Approx.)
Street Lights	Cobrahead	619
	Decorative - Victorian Lantern Post Top	176
	Decorative – Acorn	4
	Floodlight	20
	Shoe Box	13
	<b>Total Street Lights Fixtures:</b>	<b>832</b>

Detail on Decorative Luminaires, is available in Appendix B and Appendix F.

## APPENDIX B – TYPES OF DECORATIVE LUMINAIRES

### Types of Decorative Luminaires to be retrofitted to LED

*Note: Assume Decorative Luminaires will be installed at a different time than the Cobraheads. Details of the Decorative Site Assessment can be found in Appendix F providing details such as tenon size, etc..*

Decorative fixture type	Quantity	Photo
Decorative - Victorian Lantern Post Top to be replaced by an LED Victorian Lantern (Post Top)	176	
Decorative - Victorian Lantern Post Top on a Side Mount arm to be replaced by new black bracket and an LED Cobrahead	417	
Decorative Acorn to be replaced by an LED Acorn	4	
Floodlight to be replaced by LED Floodlight	20	
Shoe Box to be replaced by LED Area Light	13	

Installation and Maintenance of LED Streetlights

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Decorative other downlighting to be removed	2	
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## APPENDIX C – SAMPLE STATEMENT OF COMPLIANCE

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The contractor, subcontractor or public body selected to perform this work shall furnish to the Village directly within fifteen (15) days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body or by any authorized officer or employee of the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

*(insert year)*

*I,,*

*(Name of signatory party)(Title)*  
*do hereby state:*

*That I pay or supervise the payment of the persons employed by*  
*on the*

*[Title] Project*

*and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty-nine of the General Laws.*

*Signature*

*Title*

## **APPENDIX D – REQUIRED FORMS**

---

The following forms are required for submitting a bid.

# FORM A - GENERAL BID FORM

The accompanying **Statement of Competency** and **Bid Price Form** are hereby submitted in response to the IFB cited above. All information, statements and prices are true, accurate and binding representations of its intentions and commitments in responding to this IFB.

This bid applies to the category(s) of goods and/or services marked with an "X" below.

## LED Street and Outdoor Lighting Installation for the Village of Great Neck

<b>Vendor Name:</b>	_____		
<b>Street:</b>	_____		
<b>Village:</b>	<b>State:</b>	<b>Zip</b>	:
<b>Phone:</b>	<b>e-mail:</b>	_____	
<b>Web Address:</b> _____			

### Non-Collusion Statement

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

### Taxes Paid Certification

Pursuant to New York state law, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am/my company is in compliance with all laws of the State of New York relating to taxes, reporting of employees and vendors, and withholding and remitting child support.

For the Bidder:

X \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**Attach certificate of corporate vote  
(if required by Section 6)**

### Certification Under Iranian Energy Sector Divestment Act

By submission of this bid, the bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that the bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

## FORM B - STATEMENT OF COMPETENCY/CERTIFICATION OF GOOD FAITH

---

I hereby certify under the penalties of perjury that the Bidder meets or exceeds the competency criteria set out in this IFB and that the project information contained in the bid is accurate and complete.

I further attest to the following assertions:

1. The Bidder has been in business for a minimum of 3 years.
2. Provision of the items specified in this IFB is consistent with the Bidder's normal lines of business.
3. The Bidder is incorporated, and if required licensed, to do business in New York state.
4. The Bidder is certified by PSEG to perform work on their streetlight system.
5. The Bidder will receive favorable ratings from the following references.
6. The Bidder has provided services to the customers listed above within the past 3 years and to the "checked" customers within the past 12 months.

- \_\_\_\_\_ of \_\_\_\_\_, NY
- \_\_\_\_\_ of \_\_\_\_\_, NY
- \_\_\_\_\_ of \_\_\_\_\_, NY
- \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_
- \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_

For the Bidder:

X \_\_\_\_\_

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

Title: \_\_\_\_\_

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

## FORM C - BID PRICE FORM

\* Single unit of measure are denoted as each (EA). Lump sum items are denoted as lump sum (LS) as the unit of measure and have a quantity of one. Please note that the quantities can change.

Table 1.					
Item No.	Description of Work	Unit of Measure *	Unit Price	Estimated Quantity	Total Price
1.0	<p><b>Cobrahead</b> - equipment and labor: to replace existing High Intensity Discharge (HID) Cobrahead Luminaire with one (1) new LED Cobrahead Luminaire complete with communication node. The LED Cobraheads and communication nodes are provided by the Village.</p> <p><b>Note: Assume Cobrahead Luminaires will be installed at a different time than the Decoratives. Please note that approx. 2% of the fixtures are near high tension voltage.</b></p> <p><b>6 of the existing fixtures are LEDs, also to be converted.</b></p>	EA	\$	202	\$
1.2	<p><b>Cobrahead</b> - equipment and labor: to replace existing High Intensity Discharge (HID) Decorative - Victorian Lantern Post Top on a Side Mount arm luminaire with one (1) new LED Cobrahead Luminaire complete with communication node on a new black aluminum bracket. The LED Cobraheads and communication nodes are provided by the Village. <u>Please provide additional pricing for the supply and installation of black bracket into Item. 1.3 below and not in this section.</u></p> <p><b>Note: Assume Cobrahead Luminaires will be installed at a different time than the Decoratives. Please note that approx. 2% of the fixtures are near high tension voltage.</b></p> <p><b>3 of the existing fixtures are LEDs, also to be converted.</b></p>	EA	\$	417	
1.3	<p>Supply and Install new: Black 8 ft. Aluminum bracket for Cobrahead luminaire. This item includes also the removal of the existing decorative bracket. New Bracket to be installed during the installation of the new LED luminaire.</p>	EA	\$	417	



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1.4	Cobrahead - material and labor: to install a new fuse according to PSEG standards during the installation of the new LED luminaire.	EA	\$	619	\$
1.5	Cobrahead - material and labor: to install a new fuse holder with necessary wiring according to PSEG standards during the installation of the new LED luminaire.	EA	\$	619	\$
1.6	Cobrahead - material and labor: New 3-15 feet Wire, complete with proper terminations during the installation of the new LED luminaire.	EA	\$	468	\$
2.0	<b>Decorative</b> - equipment and labor: to replace an existing HID Luminaire with one (1) new LED Luminaire complete with communication node provided by the Village as shown in Appendix B. Please provide unit prices below from item 2.0.1 to item 2.0.5	NA	NA	NA	NA
2.0.1	Decorative - Victorian Lantern Post Top	EA	\$	176	\$
2.0.2	Decorative - Acorn	EA	\$	4	\$
2.0.3	Floodlight	EA	\$	20	\$
2.0.4	Shoe Box	EA	\$	13	\$
2.0.5	Decorative – Other downlighting (removal only)	EA	\$	2	\$
2.1	Decorative - material and labor: to install a new fuse according to PSEG standards during the installation of the new LED luminaire.	EA	\$	213	\$
2.2	Decorative - material and labor: to install a new fuse holder with necessary wiring according to PSEG standards during the installation of the new LED luminaire.	EA	\$	213	\$
2.3	Decorative - material and labor: New 3-15 feet Wire, complete proper with terminations during the installation of the new LED luminaire	EA	\$	11	\$
4.0	Labor: Receive fixtures and associated parts, unload, verify quantity to packing slip, verify visible damage,	EA	\$	832	\$

Installation and Maintenance of LED Streetlights

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	photograph and submit packing slips to the Village (per fixture price only).				
5.0	Supply and install adapters for Decorative - Victorian Lantern Post Top fixtures installed on square poles. A. Adapter to be installed during the installation of the new LED luminaire.	EA	\$	135	\$
6.0	Installation of communication gateway conform installation instruction.	EA	\$	3	\$

Installation and Maintenance of LED Streetlights

<b>Table 2. Prices Outside Scope of Work – Require a Separate Purchase Order from the Village to Perform</b>			
<b>Item No.</b>	<b>Description of Work</b>	<b>Unit of Measure *</b>	<b>Unit Price</b>
1.	Refresh compression connection to Secondary wiring.	EA	\$
2.	Supply and install: Overhead Duplex Wire / per feet.	EA	\$
3.	Labor: Remove existing bracket and reinstall on the same or adjacent pole in a location outside of the primary.	EA	\$

<b>Table 3. Maintenance</b>			
<b>Item No.</b>	<b>Description of Work</b>	<b>Unit of Measure *</b>	<b>Unit Price</b>
1.	Service call rate per hour (including labor and equipment).	EA	\$
2.	Call out rate (minimum rate for a service call).	LS	\$
3.	Travel fee (using mileage from Electrical Contractor's office address to the Village Hall address and back).	LS	\$
4.	Overtime rate per hour Weekday (7:00am or after 4:00pm).	EA	\$
5.	Overtime rate per hour rate Weekend and Holidays.	EA	\$
6.	Materials (mark-up percentage on cost).	Percentage	%

**Award will be made based on the Grand Total Price. The Grand Total Price is defined as the sum of the Total Price column in Table 1 of the Bid Price form.**

<b>Grand Total Price</b>	<b>\$</b>
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Installation and Maintenance of LED Streetlights

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Authorized Agent of the Bidder:

\_\_\_\_\_

Signature (blue ink)

\_\_\_\_\_

Name (as used for tax filing)

\_\_\_\_\_

Printed Name

\_\_\_\_\_

SS# or Federal ID#

\_\_\_\_\_

Title

\_\_\_\_\_

Date

## **FORM D - LABOR HARMONY AND OSHA TRAINING CERTIFICATIONS**

---

I hereby certify under the penalties of perjury that the Bidder meets or exceeds the following requirements:

- (1) The bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed at the work;
- (2) All employees to be employed at the worksite by the Bidder will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- (3) All employees to be employed in the work subject to this bid by the Bidder have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

For the Bidder:

X \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Please attach a copy of the Bidder's company safety regulations after this form.

## FORM E - CONTRACT

---

### CONTRACTUAL AGREEMENT TO PURCHASE

Streetlight removal, installation and maintenance services

\* Required entry (Pages 28, 33, 34, 35, 36)

#### ARTICLE 1

##### CONTRACTING PARTIES

1.1 **THIS AGREEMENT** made effective by dated signature of the Parties hereto, by and between the

The Village of Great Neck [the Village], and

\_\_\_\_\_ \* [Vendor],  
whose principal office address and state of incorporation are set forth in Section 10.2.

#### ARTICLE 2

##### SUBJECT OF AGREEMENT

2.1 **WHEREAS**, the Village desires to retain the Vendor to provide goods and/or services to the Village, and the Vendor is willing to accept such engagement, pursuant to the terms and conditions of this Agreement, including any Additional and Special Terms and Conditions listed in Exhibit C, and the following Invitation For Bids:

**IFB#: 17-NY-P-0471-L**

as it relates to provision of the items specified in Appendix A and as hereinafter set forth.

2.2 **NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### ARTICLE 3

##### ENGAGEMENT OF THE VENDOR

3.1 The Village hereby engages the Vendor, and the Vendor hereby accepts the engagement, to provide goods to and/or perform certain services for the Village, as described in Article 2.

3.2 In the performance of service under this Agreement, the Vendor acts at all times as an independent contractor. There is no relationship of employment or agency between the Village, on the one hand, and the Vendor on the other, and neither party shall have nor exercise any control or direction over the method by which the other performs its work or functions aside from such control or directions as provided in this Agreement which the parties view as consistent with their independent contractor relationship. Vendor shall be solely responsible for the means and methods of performance of the work and shall schedule the dates and times of its employees and agents subject to applicable federal and state labor laws and the project schedule.

Installation and Maintenance of LED Streetlights

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**ARTICLE 4****SERVICES OF THE VENDOR**

**4.1** The Vendor will provide the goods and/or services as described in the IFB cited in Section 2 [the Service].

**4.2** The Vendor shall report and be responsible to the Village or its designee as set forth on Exhibit B.

**4.3** There shall be no modification to the list of goods, including substitutions of specific products offered in the Vendor's bid, or amendment of the scope of services provided for in this Agreement, without the prior written approval of the Village. The Village shall be under no obligation to pay for any goods or services not so authorized.

**4.4** The Vendor represents and warrants to the Village as follows:

**4.4.1** That it and all its personnel (whether employees, agents or independent vendors) are qualified and duly licensed as required by law and/or local municipal code to provide the goods and/or services required by this Agreement.

**4.4.2** That it further agrees to perform services, including manufacturing, in a professional manner adhering to a reasonable standard of care and in accordance with all applicable State or Federal laws, rules and regulations.

**4.4.3** That it will obtain any and all permits, bonds, insurances and other items required for the proper and legal performance of the work.

**4.4.4** That it is not a party to any agreement, contract or understanding, which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.

**4.4.5** That it does not now, and will not during the term of this Agreement, conduct business with parties located in or supported by countries identified by the U.S. government as funding, harboring, supporting, promoting or otherwise facilitating terrorist organizations or activities, nor will it provide goods or services produced under such circumstances.

**4.4.6** That it is and shall be solely responsible for coordinating with and security approvals from any third party having ownership or control over poles to which Village streetlights are attached.

**ARTICLE 5****TERM**

**5.1** The term of this Agreement shall commence on the date of its execution by both parties and continue for one year or until its purpose is accomplished and acknowledged by formal acceptance and acknowledgment of the Vendor's performance by the Village, or until otherwise terminated as provided by this Agreement or the IFB, and may be extended for two additional one-year terms at the sole discretion of the Village.

**5.2** The Vendor agrees to proceed with the Work promptly upon execution of this Agreement and to diligently and faithfully prosecute the Work day-to-day until completion in accordance with the provisions hereof. The Vendor acknowledges that time is of the essence as it relates to performance under this Agreement.

**ARTICLE 6****PAYMENTS TO THE VENDOR**

**6.1** Compensation due the Vendor shall be paid as specified in Section 38 and Form C of the IFB.

**ARTICLE 7****TERMINATION**

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**Installation and Maintenance of LED Streetlights**

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**7.1** Either the Village or the Vendor may terminate this Agreement for cause upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.

**7.2** The Village shall have the right to terminate this Agreement for its convenience upon ten (10) days written notice.

**7.3** Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except that:

**7.3.1** The Village shall remain liable for payments for the services and/or expenses of Vendor accrued prior to the effective date of the notice of termination in compliance with this Agreement (less all costs reasonably incurred by the Village as a result of the Vendor's default, if any), as determined by the Village, but for no other amounts including, without limitation, claims for lost profits on work not performed.

**7.3.2** The Vendor shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to work performed pursuant to the Agreement.

## **ARTICLE 8**

### **INSURANCE AND INDEMNIFICATION**

**8.1** To the extent permitted by law, Vendor shall indemnify and hold the Village, its officers, agents and employees, harmless from and against any and all claims, suits, actions, proceedings, judgments, damages, costs (including reasonable attorney's fees) of whatever kind or nature, filed against the Village by Vendor's officers, agents or employees, or by any third party, which arise from or are alleged to arise from: (i) Vendor's performance or breach of this agreement; or (ii) negligent acts or omissions by Vendor or any officer, agent or employee thereof.

**8.2** Before providing the **Service**, the Vendor shall obtain, and shall maintain throughout the term of this Agreement, insurance at limits specified in the **IFB** and provide written documentation of such in the form specified in the **IFB**.

## **ARTICLE 9**

### **GENERAL PROVISIONS**

**9.1** Upon the expiration or termination of this Agreement for any reason, any data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the Vendor (whether completed or in process) shall become the property of the Village. The Vendor shall immediately deliver or otherwise make available all such material to the Village.

**9.2** Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party. Any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.

**9.3** Except as otherwise expressly provided in this Agreement, any decision or action by the Village relating to this Agreement, its operation, or termination, shall be made only by the Village or its designated representative identified in **Exhibit B**.

**9.4** This Agreement, together with its **Exhibits**, the **IFB** referenced above and its **Addenda**, the required supplemental documents and any additional exhibits, constitute the entire agreement between the Village and the Vendor with respect to the matters set forth therein and supersedes any and all prior agreement whether written or oral. This agreement may not be changed (amended, modified or terms waived) except by a writing signed by both parties. Any notices required or allowed shall be sent by receipt-verified mail, e-mail, fax or courier to the persons designated in **Exhibit B**.

**9.5** In the event any terms and conditions of this Agreement conflict with those contained in the



Installation and Maintenance of LED Streetlights

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**IFB** and its **Addenda**, the **IFB** and its **Addenda** shall prevail.

**9.6** This Agreement is governed by the laws of New York state and shall be construed in accordance therewith.

**9.7** Damage to Village Premises and Property. Unless covered by insurance held by Contractor, Contractor shall be personally liable to the Village for any repair or restoration of Village premises or property which is made necessary by an act or omission of Contractor, or any officer, agent or employee thereof.

**9.8** Expenses. Each party shall bear and pay all of the legal, accounting and other expenses incurred by it in connection with the transactions contemplated by this agreement.

**9.9** Severability. Any provision of this agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**9.10** Successors and Assigns. This agreement shall be binding upon any permitted successors, assigns and heirs; provided, however, that neither party shall directly or indirectly transfer or assign any of its rights hereunder, in whole or in part, without the written consent of the other party hereto, which may be withheld in its sole discretion, and any such transfer or assignment without said consent shall be void.

**9.11** No Third Parties Benefited. This agreement is made and entered into for the sole protection and benefit of the parties hereto, their permitted successors, assigns and heirs, and no other person or entity shall have any right or action under this agreement.

**9.12** Counterparts. This agreement may be executed and delivered in one or more counterparts (electronically, including by e-mail delivery of a PDF file, or otherwise), with the same effect as if all parties had signed the same document. Each such counterpart shall be deemed an original, but all such counterparts together shall constitute a single agreement.

**9.13** Section Headings and Gender. The section headings used herein are inserted for reference purposes only and shall not in any way affect the meaning or interpretation of this agreement. All personal pronouns used in this agreement shall include the other genders, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

**9.14** Waiver of Jury Trial. Each of the parties hereto irrevocably and unconditionally waives trial by jury in any action relating to this agreement or the transactions contemplated hereby and for any counterclaim relating thereto.

**9.15** Consent to Jurisdiction EACH OF THE PARTIES HERETO AGREES AND CONSENTS TO PERSONAL JURISDICTION, SERVICE OF PROCESS AND VENUE IN ANY FEDERAL OR STATE COURT WITHIN THE STATE AND COUNTY OF NASSAU COUNTY, EASTERN DISTRICT, NEW YORK

**9.16** Drafting Considerations. The parties have participated jointly in the negotiation and drafting of this agreement and, in the event an ambiguity or question of intent or interpretation arises, this agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this agreement.

**9.17** Legislative appearances. Any appearance before the Village of Great Neck Board of Trustees, or any committee thereof for the purpose of the approval of this agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and vendor agrees that no fee will be charged for any such appearances.

**9.18** Independent contractor. Vendor hereby acknowledges and agrees that its performance pursuant to its engagement by the Village shall be that of an independent contractor. Vendor shall not represent itself as a Village employee to any third party, nor shall Vendor make any claim of any sort to the Village, or to any other person or entity, for benefits or privileges granted to the Village's employees, including but not limited to Unemployment and Workers Compensation benefits. Vendor further acknowledges and agrees that the Village shall not take and deductions or

Installation and Maintenance of LED Streetlights

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withholdings from Vendor's compensation for the purpose of paying any federal or state taxes or other assessments, costs, expenses or obligations which Vendor, or its officers, agents or employees, may incur as a result of receiving compensation pursuant to this engagement.

**ARTICLE 10**

**SIGNATURES**

**10.1 For the Village:**

X \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
e-mail

**10.2 For the Vendor:**

X \_\_\_\_\_  
\* Signature

\_\_\_\_\_  
\* Title

\_\_\_\_\_  
\* Name

\_\_\_\_\_  
\* Date

\_\_\_\_\_  
\* Company Name

\_\_\_\_\_  
\* Street/P.O. Box

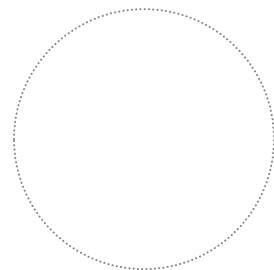
\_\_\_\_\_  
\* Village, State, ZIP

\_\_\_\_\_  
\* Phone

\_\_\_\_\_  
\* Fax

\_\_\_\_\_  
\* e-mail

\* Affix Corporate Seal ⇨  
(or mark "n/a")





**EXHIBIT B**

**NOTICE ADDRESSEES**

**A.1 For the Village:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Village, State, ZIP

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
e-mail

**A.2 For the Vendor:**

\_\_\_\_\_  
\* Name

\_\_\_\_\_  
\* Title

\_\_\_\_\_  
\* Street Address

\_\_\_\_\_  
\* Village, State, ZIP

\_\_\_\_\_  
\* Phone

\_\_\_\_\_  
\* Fax

\_\_\_\_\_  
\* e-mail

**EXHIBIT C**

**ADDITIONAL AND SPECIAL TERMS AND CONDITIONS**

The Village and the Vendor agree that the following additional and special conditions apply to and shall be held in full force and effect during the term of this contract:

1. None

Initialed For:

The Village: \_\_\_\_\_

\* Vendor: \_\_\_\_\_

**EXHIBIT D**

**ATTACHMENTS**

**1.0 Invitation for Bids 17-NY-P-0471-L - Installation and Maintenance of LED Streetlights**

**2.0 Other Bid Documents:**

- **General Bid Form**
- **Statement of Competency**
- **Bid Price Form**

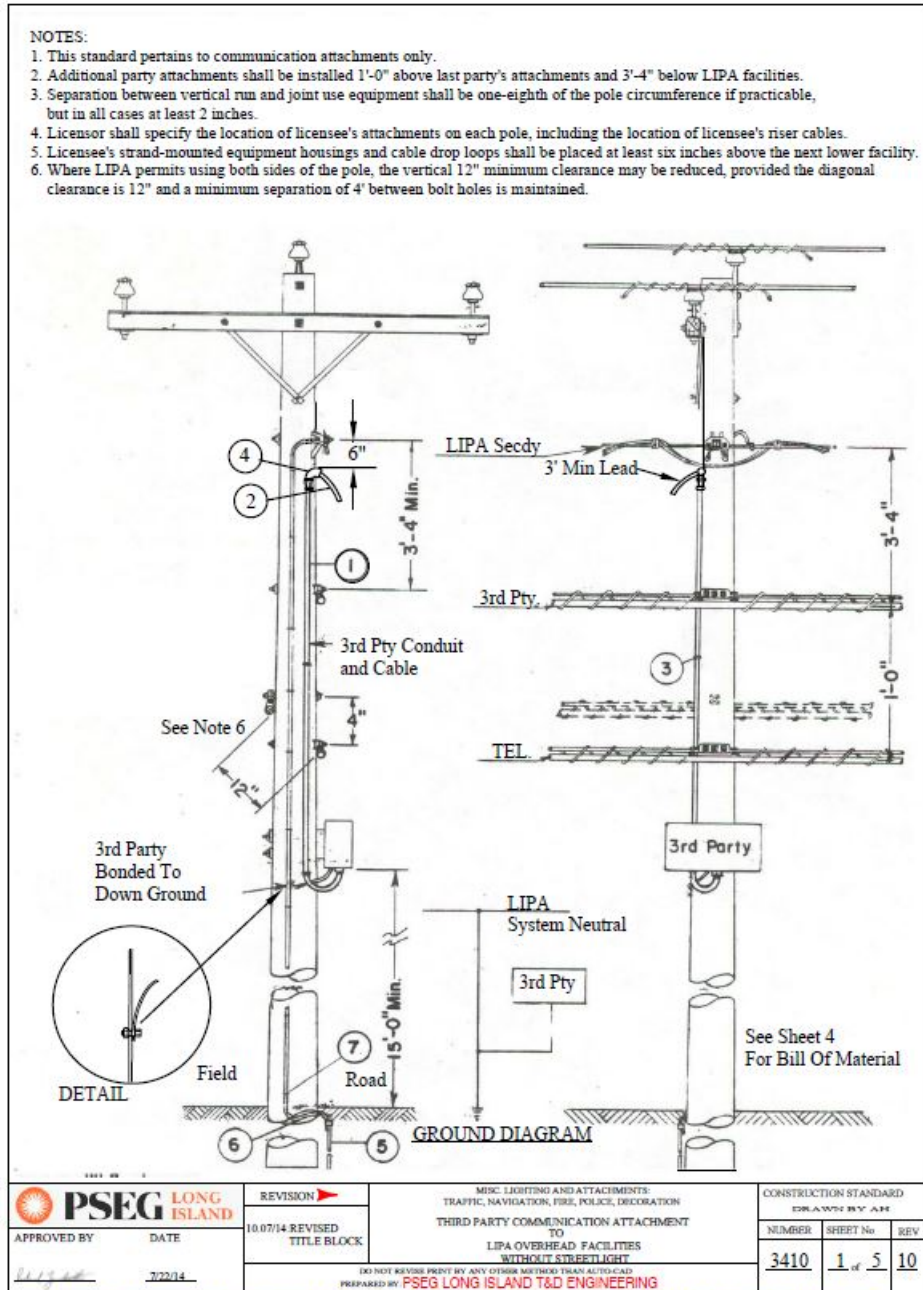
**3.0 Other Documents:**

- **Insurance Certificate(s)**\_\_(to be provided for contract execution)
- **Prevailing Wage Sheets**
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

# APPENDIX E – PSEG GUIDELINES FOR CUSTOMER OWNED STREET LIGHTING INSTALLATION AND MAINTENANCE

**NOTES:**

1. This standard pertains to communication attachments only.
2. Additional party attachments shall be installed 1'-0" above last party's attachments and 3'-4" below LIPA facilities.
3. Separation between vertical run and joint use equipment shall be one-eighth of the pole circumference if practicable, but in all cases at least 2 inches.
4. Licensor shall specify the location of licensee's attachments on each pole, including the location of licensee's riser cables.
5. Licensee's strand-mounted equipment housings and cable drop loops shall be placed at least six inches above the next lower facility.
6. Where LIPA permits using both sides of the pole, the vertical 12" minimum clearance may be reduced, provided the diagonal clearance is 12" and a minimum separation of 4" between bolt holes is maintained.



<b>PSEG LONG ISLAND</b>	
APPROVED BY	DATE
<i>[Signature]</i>	7/22/14

REVISION	10.07/14 REVISED
TITLE BLOCK	

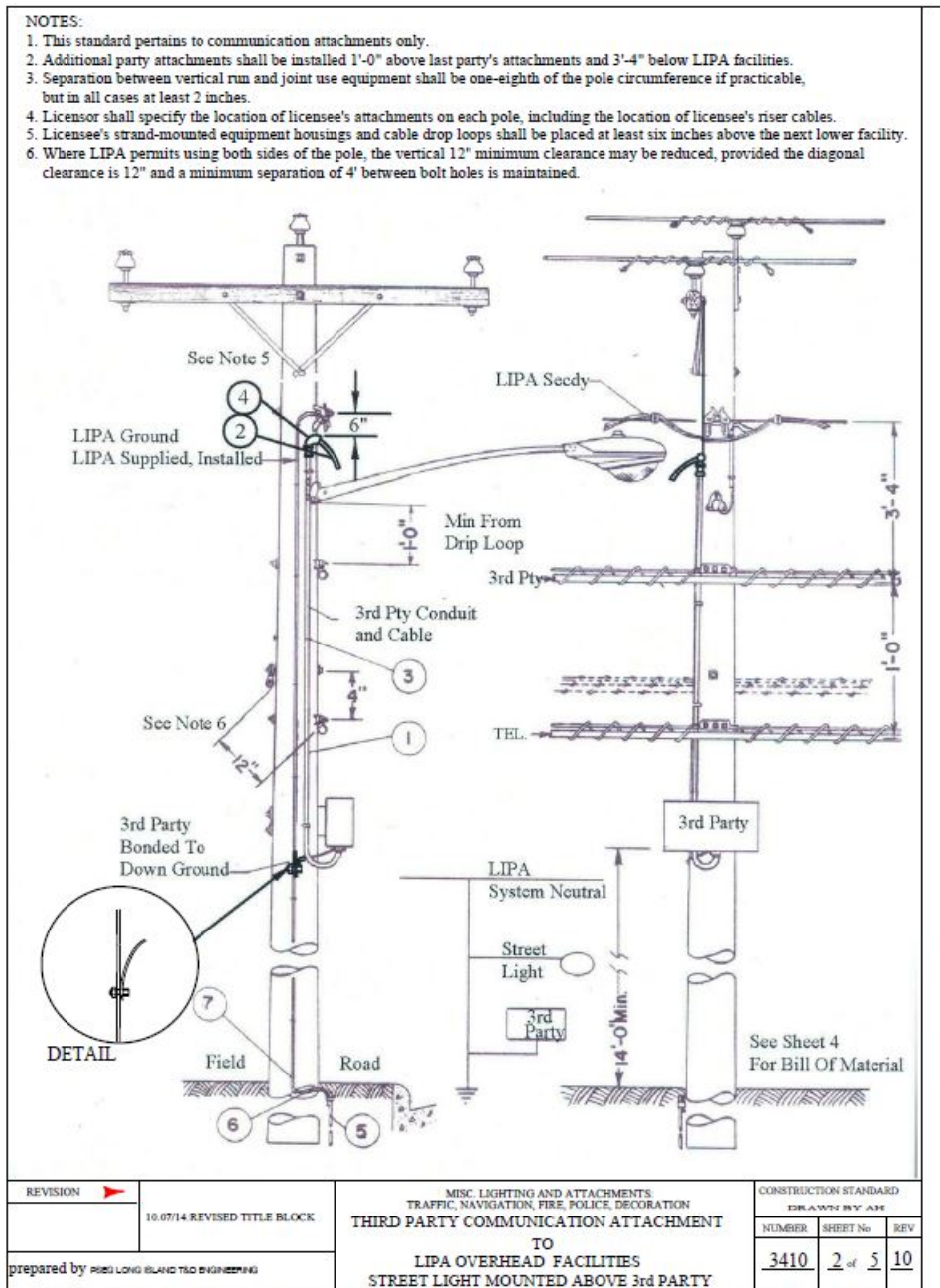
MISC. LIGHTING AND ATTACHMENTS:  
 TRAFFIC, NAVIGATION, FIRE, POLICE, DECORATION  
 THIRD PARTY COMMUNICATION ATTACHMENT  
 TO  
 LIPA OVERHEAD FACILITIES  
 WITHOUT STREETLIGHT  
 PREPARED BY: PSEG LONG ISLAND T&D ENGINEERING

CONSTRUCTION STANDARD		
DRAWN BY: ABE		
NUMBER	SHEET No	REV
3410	1 of 5	10


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BILL OF MATERIAL			
ITEM	DESCRIPTION	QTY.	ITEM ID.
			SUPP. & INSTL. 3-PARTY
1	HD PE RIGID CONDUIT OR HIGH IMPACT PVC HALF ROUND MOULDING	*	X
2	2/C #12 COPPER WIRE-600V PVC INSULATED	*	X
3	CONDUIT STRAPS	*	X
4	WEATHER HEAD	1	X
5	1/2" X 8'-0" COPPERWELD GROUND ROD	1	X
6	# 6 H.D. CU. GROUND WIRE, COVERED	*	X
7	STAPLES	*	X
	* AS REQUIRED		
+ AS REQUIRED * MISSING DIGITS BY TYPE OR SIZE		REVISION 	CS # 3410 REV. 10 SHEET # 3 of 5

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I. Scope

The standard covers the LIPA specifications for the attachments by third parties or their contractors, of amplifier cabinets, rectifiers, equipment cabinets, cables and associated service drop, to the utility poles on which LIPA has electric facilities.

II. Restrictions

1. No attachments of cabinets will be permitted on poles where its presence will constitute a hazard to LIPA Line or Service personnel, i.e., junction or transmission poles, poles on which such LIPA distribution equipment as transformers, capacitors, regulators, switches, or risers are attached.
2. Any relocation of such equipment as cited above to allow amplifier installations shall be considered as "MAKE READY WORK".
3. As depicted in the attached drawing, cabinet installations shall be restricted to the road side of the pole and only below telephone cable attachment or that point on the pole which is normally reserved for telephone cable.

Exception - Cabinet attachment may be made on other quadrants of the pole only after joint field inspection is made by both LIPA and Telephone Company and approval is given by LIPA.

III. Control and Protection

1. Each cabinet shall be provided with a means for disconnecting from all ungrounded conductors and shall be so constructed and installed as to guard against inadvertent contact with live parts.
2. Protective devices shall be provided at each LIPA supply point to protect LIPA feeders against overcurrent due to short-circuits, grounds or malfunctions of third party equipment and to protect LIPA equipment against backfeed from third party attachments.

IV. Attachments, decorations, and obstruction

No attachment of any kind to a supporting structure of a utility line (including lighting and metering structures) shall be allowed without the concurrence of the structure owner. Nonutility attachments shall also have concurrence of the occupant(s) of the space in which the attachment is made.

- a. No attachment shall cause any portion of the resulting installation to be in noncompliance with the clearance, grounding, strength, or other requirements of the NESC.
- b. Attachments shall neither obstruct the climbing space nor present a climbing hazard to utility personnel. Through-bolts shall be properly trimmed. Vines, nails, tacks, or other items which may interfere with climbing should be removed before climbing.
- c. All 3rd party attachments shall require a load calculation for each pole.

REVISION	10.07/14 REVISED TITLE BLOCK	MISC. LIGHTING AND ATTACHMENTS TRAFFIC, NAVIGATION, FIRE, POLICE, DECORATION	CONSTRUCTION STANDARD		
			DRAWN BY AH		
prepared by PEGI LONG ISLAND T&E ENGINEERS		THIRD PARTY COMMUNICATION ATTACHMENT TO LIPA OVERHEAD FACILITIES	NUMBER	SHEET No	REV
			3410	4 of 5	10

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3. All third party feeds shall conform with National Electrical Safety Code with regards to clearances and installations.
  4. Cabinet attachments to be made by third party: (material supplied by third party)
    - a. Cabinet
    - b. Plastic conduit and conduit straps or moulding and 2 wire cable:  
The required length of plastic conduit or moulding with the 2/c cable within and at least three feet of leads extending from the top. Loose ends of the cable at the top ( for LIPA's connection ) must be securely taped to the plastic conduit.
    - c. Disconnecting device shall simultaneously disconnect all ungrounded conductors.
    - d. Third parties must equip their cabinets with such protective devices as may be necessary for the proper utilization of LIPA's service and such wiring protective devices shall comply with the Rules and Regulations of LIPA and the requirements of any governmental authorities having jurisdiction thereof.
    - e. All metal cases will be connected to system neutral to maintain a safe electric and communication system.
    - f. If a down ground is required, install ground rod, # 6 copper HDPE conductor down ground from LIPA's system neutral to ground or, interconnection at amplifier ground and bond same.
  5. Attachments, responsibilities of LIPA:
    - a. Make connection of 2/c cable ( third party installed ) to LIPA's secondary conductors.
  6. Attachment clearance at house end:
    - a. The clearance specified in NESC Rule 235B, shall be maintained in all directions from LIPA's service drop conductors to third party service drop conductors. Burden of maintaining clearance shall be on the last attaching party. In no case shall third parties attach to electric service masts.
- The above rules do not release third parties from the obligation of maintaining their wiring and apparatus in a safe condition, nor does LIPA in any way accept responsibility for wiring and apparatus.

REVISION	10.07/14 REVISED TITLE BLOCK	MISC. LIGHTING AND ATTACHMENTS, TRAFFIC, NAVIGATION, FIRE, POLICE, DECORATION	CONSTRUCTION STANDARD		
			DRAWN BY AH		
prepared by PSEG LONG ISLAND T&E ENGINEERING		THIRD PARTY COMMUNICATION ATTACHMENT TO LIPA OVERHEAD FACILITIES	NUMBER	SHEET No.	REV
			3410	5 of 5	10

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# APPENDIX F – DECORATIVE SITE ASSESSMENT

## ONSITE DECORATIVE FIXTURE ASSESMENT—Post Top Decorative

<b>Project</b>	GREAT NECK NY		
Date m/d/y	21,22 MAR 2017		
File Reference Material	DECORATIVE - VICTORIAN LANTERN POST TOP, OTHER		
Assessor	James McGuire		
Civic Address			
RTE ID	RTE_ID, 65, 64, 420		
Location Description (if needed)			
<b>Pole/Fixture Information</b>	<b>TWO TYPES OF POLES DETAILS BELOW</b>		
Manufacturer/Model/Serial/Type/Date	NO LABELS		
Pole Colour	BRONZE CLOSEST RAL 8025		
Power feed (underground or overhead)	underground		
Voltage (120, 240 or 347/600V)	120		
Wire Type Approved - CSA			
Ground Wire	NO		
Fuse Holder	NO		
EXISTING FIXTURE DATA	COOPER LXFICSNW334		
Existing fixture info (HPS,MH,MV,Other)	HPS		
WATTAGE	100		
Photocell or Relay Controlled?	STANDARD PHOTOCELL		
Arm Type (Angled Davit, Straight Davit, Post Top)	Post Top		
Tennon Type (Square/Circle)	circle	Diameter	2 7/8"
			Tenon Depth
			3"
Arm Bolt Pattern Description	NA		
Angle Plate Adapter Bolt Plate (Bolt Measurement)	NA		
Decorative Colour (RAL)	MATTE BLACK		
Overall Condition Of Pole/ rusted bolts	NA		
Method Of Decorative Attachment To Arm Or Pole	POST TOP		
Cost To Convert Code	NA		
Will The Relay System Require Replacement?	NA		

**Comments:** There were two types of poles in use with no pattern to their placement. 1) The most common was a metal 4" x 4" pole with no hand hole access. The top of this pole was open and had a screw mounted 1.25" down from the top in the middle of each side. This was used to tighten down on a piece of EMT pipe which was used as a tenon on the fixture. The problem is these will never stay level and will look unacceptable. The fix is to fashion a metal adapter with a square bottom and a 2 7/8" tenon. 2) The second pole is a fiberglass pole with a metal pipe attached at the top using a 3" tenon, which requires no modification.

See photos on the next page.

Installation and Maintenance of LED Streetlights

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### ONSITE DECORATIVE FIXTURE ASSESMENT – Side Mount Post Top

<b>Project</b>	GREAT NECK				
Date m/d/y	21,22 MAR 2017				
File Reference Material					
Assessor	James McGuire				
Civic Address					
RTE ID	695				
Location Description (if needed)					
<b>Pole/Fixture Information</b>	<b>WOOD .</b>				
Manufacturer/Model/Serial/Type/Date	NA				
Pole Colour	NA				
Power feed (underground or overhead)	overhead				
Voltage (120, 240 or 347/600V)	120				
Wire Type Approved - CSA					
Ground Wire	YES				
Fuse Holder	YES				
Existing fixture info (HPS,MH,MV,Other)	HPS				
WATTAGE	100 WATT				
Photocell or Relay Controlled?	TWIST LOCK PHOTOCELL				
Arm Type (Angled Davit, Straight Davit, Post Top)	SIDE MOUNT				
Tennon Type (Square/Circle)	circle	Diameter	3"	Tenon Depth	3 1/2"
Arm Bolt Pattern Description	NA				
Angle Plate Adapter Bolt Plate (Bolt Measurement)	NA				
Decorative Colour (RAL)	MATTE BLACK				
Overall Condition Of Pole/ rusted bolts	GOOD				
Method Of Decorative Attachment To Arm Or Pole	EXTENDED SIDE MOUNT VERTICAL POST TOP.				
Cost To Convert Code	NA				
Will The Relay System Require Replacement?	NA				

**Comments:** Each side mounted post top has a built in midget fuse holder in the arm. The arm itself is attached using a top thru-bolt and two lag bolts at the bottom. The arms are well built and sturdy. The pole is a rectangular tube steel 3" by 1 3/4" there are 2 sizes 6 ' and 4 '. These can be leveled by using thick washers on the bottom and a washer with a section cut out on the top bolt so it is not necessary to remove the arm from the bolt. There were 2 circular post tops that were obvious replacements; all the dimensions to the poles are the same.

See photos on the next page.

Installation and Maintenance of LED Streetlights

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**ONSITE DECORATIVE FIXTURE ASSESMENT**

<b>Project</b>	Great Neck		
Date m/d/y	April 2 2017		
File Reference Material	Caged Acorn		
Assessor	James McGuire		
Civic Address			
RTE ID	806		
Location Description (if needed)			
<b>Pole/Fixture Information</b>	<b>NY CITY MAGNAFLOOD</b>		
Manufacturer/Model/Serial/Type/Date	NA		
Pole Colour	MATTE BLACK		
Power feed (underground or overhead)	underground		
Voltage (120, 240 or 347/600V)	120		
Wire Type Approved - CSA	YES		
Ground Wire	OTHER SEE COMMENTS		
Fuse Holder	NO		
Existing fixture info (HPS,MH,MV,Other)	HPS		
WATTAGE	150		
Photocell or Relay Controlled?	BUTTON PHOTO CELL		
Arm Type (Angled Davit, Straight Davit, Post Top)	Post Top		
Tennon Type (Square/Circle)	circle	Diameter	2 7/8"
			Tenon Depth
			2.5"
Arm Bolt Pattern Description	NA		
Angle Plate Adapter Bolt Plate (Bolt Measurement)	NA		
Decorative Colour (RAL)	MATTE BLACK		
Overall Condition Of Pole/ rusted bolts	GOOD		
Method Of Decorative Attachment To Arm Or Pole	Post Top		
Cost To Convert Code			
Will The Relay System Require Replacement?			



Installation and Maintenance of LED Streetlights

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