

Contract 19-20
BOROUGH OF NAUGATUCK, CT
REQUEST FOR PROPOSALS
Street and Park Light Maintenance

The Borough of Naugatuck seeks Proposals from Contractors with proven expertise in Street Light Maintenance for the period of July 1, 2019 thru June 30, 2022.

Contract No. 19-20; Street and Park Light Maintenance

Bid and Contract Documents may be examined at the Office of the Purchasing Agent, Town Hall, 229 Church Street, Naugatuck, CT 06770.

Copies of the Documents can be obtained at no cost from the Borough of Naugatuck web site http://www.naugatuck-ct.gov/Public_Notices.htm or may be obtained at the Office of the Purchasing Agent upon submission of a non-refundable plan deposit in the form of a check or money order payable to the Borough of Naugatuck in the amount of **\$50.00** per set.

All firms obtaining Bid documents must submit contact information by e-mail to whozer@naugatuck-ct.gov and jstewart@naugauck-ct.gov. Contact information must be submitted three days in advance of the bid opening to be considered. It shall be the bidder's responsibility to review the Borough of Naugatuck web site for applicable addendums to the documents prior to submitting a bid.

Sealed proposals will be received by the Purchasing Office, Borough of Naugatuck, 229 Church Street, Naugatuck, CT 06770 until **Monday, March 25, 2019 at 11:00 A.M local time**. Immediately following, the bids will be publicly opened and read.

The Borough of Naugatuck reserves the right to waive any informalities or to reject any or all bids.

No Bidder may withdraw his bid within (90) days after the actual date of the opening thereof.

“An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply.

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Section 1 General Information and Requirements

1.1 General Information

The Borough of Naugatuck seeks proposals from Contractors with proven expertise in Street Light Maintenance for the period of July 1, 2019 thru June 30, 2022.

1.2 Description of Work

Naugatuck expects to hire a contract for the maintenance of Borough owned exterior street, park and building lightning. The contractor will be used on an as need basis as determined by the Borough.

1.3 Contract Term

The term of this contractor shall be for three years commencing on July 1, 2019, terminating June 30, 2022. Unless renewed by mutual agreement of both parties and under the terms and conditions of the original agreement, with two three year terms for a possible nine-year term.

After the initial (3) year Contract term, the contract may be extended by mutual agreement of both parties for two additional terms of three (3) years, at a cost not to exceed the last year contract term prices, as adjusted annually for the Consumer Price Index (CPI), as defined as follows:

The data from the last full calendar year of the Contract shall be measured from January through December of the previous year. The CPI adjustment shall be made each year of the extension period using the data from the previous calendar year. Consumer Price Index: The final reported non-seasonally adjusted Consumer Price Index as reported by the U.S. Department of Labor, Bureau of Labor Statistics for Metropolitan Areas in the Northeast Region of the United States with population less than 1.5 million people. (All Urban Consumers, Northeast urban – Size Class B/C, series ID CUURN100SA0)

1.4 Reimbursements

The Borough will not reimburse the contractors mileage, travel time, breakdowns or any damage or repairs to contractor's equipment.

1.5 Clarifications and Interpretations

- a. No pre-submission conferences are proposed.
- b. All questions and Inquiries shall be directed to:

James R. Stewart PE & LS
Director of Public Works
Borough of Naugatuck
246 Rubber Ave
Naugatuck, CT 06770
W 203-720-7071
F 203-720-5680
jstewart@naugatuck-ct.gov

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c. Questions must be submitted 1 week prior to receipt date.

1.6 Submission of Qualifications

Proposals will be accepted until **Monday, March 25, 2019 at 11:00 A.M local time**. All qualifications must be clearly marked on 1 large envelope entitled: "Contract 19-20 Street and Park Light Maintenance". Qualifications/Proposals shall be directed to:

Wendy Hozer
Purchasing Agent
229 Church St.
Naugatuck CT, 06770

Late submissions will not be accepted

1.7 Evaluations and Qualifications

Contractors will be selected with the following criteria:

1. Past company experience
2. Contractor proposed pricing
3. Other criteria as determined by the town

Weighting criteria will be determined by the town.

1.8 Borough of Naugatuck's Reservation of Rights

The Borough of Naugatuck reserves the right to waive any informality or to reject any or all Proposals.

The Borough of Naugatuck reserves the right to reject any proposals if they show any omission, alteration of form, additions not called for, conditional bids, or irregularities of any kind.

The Borough of Naugatuck reserves the right to reject any or all proposals or to accept any proposals, should it deem it to be in the best interest of the Borough.

1.9 Reimbursement for Costs

It is the responsibility of the respondents to pay for all costs associated with submitting qualifications and proposals. The Borough of Naugatuck shall not reimburse any costs.

1.10 Insurance Requirements

Borough of Naugatuck

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Before execution of the Contract, the Bidder will be required to file with the Borough of Naugatuck a certificate of insurance. The certificate, executed by an insurance company satisfactory to the Borough of Naugatuck shall name the Borough of Naugatuck and the State as additional insured parties on the form furnished with these specifications. The "Certificate of Insurance" shall state that at a minimum, with respect to the contract, the bidder carries insurance in accordance with the requirements and stipulations listed below.

Unless requested otherwise by the Borough of Naugatuck, the Bidder and its insurer shall not assert the defense of governmental immunity in the adjustment of claims or in the defense of any claim or suit brought against the Borough of Naugatuck and the State. The Bidder shall assume and pay all cost and billing for premiums and audit charges earned and payable under the required insurance.

A. Workmen's Compensation Insurance: With respect to all operations the Bidder performs and all those performed for it by subcontractors, the Bidder shall carry workmen's compensation insurance in accordance with the requirements and the laws of the State.

B. Contractor's Public Liability and Property Damage Insurance: With respect to the Project operations the Bidder performs and also those performed for it by subcontractors, the Bidder shall carry regular Contractor's Public Liability Insurance. The insurance shall provide coverage for each accident or occurrence in the amount of \$2,000,000 all damages resulting from (1) bodily injury to, or death of, persons and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of \$2000,000 all damages during the policy period.

C. Automobile Liability Insurance: The operation of all motor vehicles, including those hired or borrowed, used in connection with the project, shall be covered by Automobile Liability Insurance. The insurance shall provide coverage for each accident or occurrence in the amount of \$500,000 for all damages resulting from (1) bodily injury to, or death of, persons and/or (2) injury to or destruction of property. If an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least \$1,000,000.

D. With respect to the project operations the Bidder performs and also those Performed for it by subcontractors, the Bidder shall carry for and on behalf of the Borough of Naugatuck, and State, insurance which shall provide coverage for each accident or occurrence in the amount of \$2,000,000 all damages resulting from (1) bodily injury to or death of person and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of \$2,000,000 all damages during the policy period.

E. Termination or change of Insurance: Each insurance policy shall be endorsed to provide that the insurance company shall notify the Borough of Naugatuck by certified mail at least thirty (30) days in advance of termination, or any change in the policy. No such change shall be made without prior written approval of the appropriate Official.

F. Claims: Each insurance policy shall state that the insurance company shall agree to investigate and defend the Borough of Naugatuck and State against all damages, even if groundless.

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G. Compensation: There shall be no direct compensation allowed the Bidder on account of any premium or other change necessary to take out and keep in effect all insurance or bonds, but the cost thereof shall be considered included in the general cost of the work.

1.11 Signature Requirements

Proposals must be signed by a duly authorized official of the Company. Consortiums, joint ventures, or teams submitting proposals will not be considered unless it is established that all contractual responsibility rests solely with one contractor or one legal entity, which shall not be a subsidiary or affiliate with limited resources. Each proposal should indicate the entity responsible for execution on behalf of the proposal team.

1.12 Attachments

- a. Bid Sheet
- b. Certificate of Non-Collusion Form

Section 2 Qualifications Submission

2.1 Statement of Interest

Contractors shall submit a one page maximum cover letter/letter of interest.

2.2 Prime Firm/Company

Contractors shall submit the following items and information:

- a. Company History, years in business
- b. Certificates of insurance
- c. List of references
- d. Documentation of required training and licenses
- e. Documentation demonstrating 2 years of Street Light Maintenance experience.
- f. List of equipment to be used.
- g. Certificate of Non-Collusion
- h. Certificate of Tax Compliance (Naugatuck businesses only)
- d. Other services the company provides that may impact the services provided to the town
- e. It is required that bidding company have an office and maintain the equipment used in the work within Connecticut.

2.3 Street Light Maintenance Experience

The contractor shall provide list of street light maintenance experience. The contractor shall show applicable experience for a minimum of 2 years.

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2.4 References

The contractor shall provide a list of references.

2.5 Firms/Teams Availability to Provide Service

The contract shall provide a statement that the company can provide street light maintenance as required by the town for the bid rates.

2.6 Licenses & Certifications

The contractor shall provide copies of all applicable licenses and certifications.

2.7 Litigation Statement

- a. Provide details of all past or pending litigation of claims filed against your company that would affect your company's performance under a contract with the Borough of Naugatuck.

2.8 Additional Information

The attached contract and all referenced requirements shall be part of this document. The contractor will be expected to sign and meet all requirements of the request for proposal and the attached contract.

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CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other 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.

Signature

_____/_____/_____
Date

Printed Name of Person Signing Proposal

Name of Business

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Bid Sheet

Time and Materials Charges for Emergency Street Light Replacement and Accident Repairs

Diagnose and Install Cobra head LED Fixture on exiting bracket on wood telephone pole (Fixtures Borough Furnished)

.....\$_____

Includes the Testing existing fixture and power, Removal of existing fixture and delivery of faulty fixture to the Borough. Includes the installation of new borough supplied LED fixture.

Diagnose and Install Cobra head LED Fixture on New bracket on wood telephone pole (Fixture and Bracket Borough Furnished..... \$_____

Includes the Testing existing fixture and power, Removal of existing fixture and delivery of faulty fixture to the Borough. Includes the installation of new borough supplied LED fixture.

Diagnose and Install New LED Bulb in existing retro fitted decorative street light. (Fixtures Borough Furnished.....\$_____

Includes the testing existing fixture and power, Removal of existing bulb and delivery of faulty bulb to the Borough. Includes the installation of new borough supplied LED bulb.

Work Crew Labor Rate.\$_____ /HR

Work that that is not covered by unit price amount shall be charged at a unit price rate/hour. The rate shall include a suitable lift truck and a minimum 2-man crew. Materials charges are not included

Material Markup. %

Install Low Mounted Fiberglass Pole and Fixture (Fixtures Borough Furnished)

\$_____

Includes the furnishing and installation of an 18' direct-bury low mount pole of the same type as nearby or closest equivalent available, a full cutoff fixture; complete and in place.

Install Low Mounted Pole and Fixture (Borough Furnished) \$_____

Includes the installation of a Borough furnished decorative pole under 20' in height; Borough-furnished fixture, complete and in place on an existing foundation. Contractor shall furnish all wiring, nuts, bolts or other appurtenances as necessary to provide a complete installation.

Install High Mounted Pole and Fixture (Borough Furnished Pole and Fixture). \$_____

Includes the installation of a Borough-Furnished decorative pole over 20' in height; Borough-furnished arm; and Borough-furnished fixture, complete and in place on an existing foundation. Contractor shall furnish all wiring, nuts, bolts or other appurtenances as necessary to provide a complete installation.

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Reset Existing Foundation..... \$ _____

Includes the removal and resetting to plumb of an existing streetlight foundation, typically after an accidental knockdown. This item includes all excavation and backfill needed to perform this work. Does not include street light or pole installation.

Replace Foundation..... \$ _____

Includes the removal and disposal of an existing streetlight foundation only, typically after an accidental knockdown: and the furnishing and installation of a new precast or poured in place concrete street light foundation as specified for the type of streetlight, complete and in place. This includes all excavation and backfill needed to perform this work. Does not include street light or pole installation.

The Material markup shall be charged on all contractor supplied materials that are not included in the unit price Items.

Traffic Control – The cost of traffic control shall be included in all bid Item except that the cost of police service as approved by the Borough shall be reimbursed at a rate of 100% of the cost.

Signature

_____/_____/_____
Date

Printed Name of Person Signing Proposal

Name of Business

License #

Address

Phone

Email

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STREET LIGHT MAINTENANCE SERVICE

THIS AGREEMENT dated _____ 2019 is entered into by and between the **Borough of Naugatuck, Connecticut** a municipal corporation having its territorial limits within the State of Connecticut, acting herein through its Mayor, who is duly authorized, (hereinafter referred to as "Borough"), and **Contractor**, a Connecticut corporation having its office and principal place of business in **Town of**, CT (hereinafter referred to as "Contractor").

WHEREAS, the Borough currently owns has is the owner of approximately 1801 streetlights from Eversource; and

WHEREAS, the Borough currently owns an additional 37 pole mounted lights located at various building and parks; and

WHEREAS, the Borough currently owns several other municipal lighting systems at various building and parks; and

WHEREAS, the Contractor is in the business of providing LED maintenance services for streetlights; and

WHEREAS, the Borough will require maintenance services, including repairs and replacements for its streetlights; and

WHEREAS, the Contractor is prepared to provide these maintenance services to the Borough under the terms and conditions contained herein; and

WHEREAS, the parties desire to reduce their agreements regarding these maintenance services to writing.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Maintenance**

Maintenance Services includes streetlight maintenance services which shall begin on July 1, 2019 Maintenance Services shall consist of the expedited conversion of any existing street light fixture, owned by the Borough and reported to the Contractor as inoperable. The Contractor shall replace the inoperable street light fixtures with a new LED fixture, at no additional charge, per the approved LED conversion plan, in lieu of repairing the existing street light. If practical, Contractor will make its best efforts to replace inoperable fixtures on a priority basis. Interim Maintenance Services will also include electrical tests of the streetlight fixture for power and proper grounding of the fixture itself.

Repairs or replacements will be made upon notification by the Designated Borough Official to the Contractor via a work order submitted via e-mail. The Designated Borough Official shall be made known to the Contractor at the time of the execution of this Agreement and any changes to

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the Borough Designee will be made known to the Contractor within 48 hours of the change as not to cause delays of Repairs. Contractor shall provide Designated Borough Official with Contractor Maintenance Representative contact information within 48 hours of the execution of this Agreement. Repairs or replacements shall be made within five (5) working days of notification, weather permitting. Contractor Representative shall notify the Designated Borough Official via e-mail of the date and time of repair or replacement within five (5) working days of the repair or replacement. Charges for this work will be charged as described in Appendix A.

The Contractor shall have available a minimal supply or have a supplier of photo cells, lamps, and other equipment that is routinely used for these repairs or replacements in order to perform the Maintenance Services in accordance with the timeframe set forth in this Paragraph 1. Contractor is not expected to have a supply of poles but have arrangements with a supplier for such poles. Should any decorative fixtures not be in serviceable condition, or the pole be unserviceable to allow for the securing of the decorative fixture, an estimate shall be provided by Contractor for the replacement of the fixture and or the lamppost as deemed appropriate.

Unless the Borough purchases an inventory of the new LED fixture, the Contractor will be required to wait for the delivery of the warranted replacement LED fixture which will take approximately four (4) to six (6) weeks until the replacement fixture can be installed. The Contractor shall have available a minimal supply photo cells and incidental materials that is routinely used for these repairs or replacements in order to perform the Maintenance Services in accordance with the timeframe set forth in this agreement. Contractor is not expected to have a supply of poles but have arrangements with a supplier for such poles. Should any decorative fixtures not be in serviceable condition, or the pole be unserviceable to allow for the securing of the decorative fixture, an estimate shall be provided by Contractor for the replacement of the fixture and or the lamppost as deemed appropriate.

3. Emergency Services

Subcontractor will include emergency and knockdown services for Borough streetlights and for Borough-owned poles that have been knocked down due to accidents, storms, or other natural disasters. The Contractor shall provide this service on a 24-hour a day; seven-day per week basis. Removal, repair and/or replacement will be considered Special Contract Provision services and priced in accordance with Attachment "A". The Contractor shall provide emergency telephone numbers for reporting emergency repairs. No work will be performed without approval of the Designated Borough Official.

4. Documentation and Monthly Reporting

The Contractor shall document all worked performed on the streetlight system on a form to be approved by the Borough. When a repair is completed, the Contractor shall submit acompleted work order via e-mail to the Borough within three (3) working days of therepair.

The Contractor shall submit a monthly report summarizing the work performed in the previous month. The report shall include the problems identified during the monthly inspection, repairs made, streetlights installed or removed and any other changes that affect the streetlight inventory data. This report shall be submitted concurrently with the Contractor's monthly invoice for services.

5. Streetlight and Pole Labels

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As part of the interim, maintenance or emergency service the Contractor will be required to label all newly installed streetlight fixture with a self-adhesive label to be affixed on the underside of the fixture as part of their streetlight maintenance responsibilities. The label shall be viewable from the ground during daylight hours and shall be provided by the Contractor. The Contractor shall also be required to number each light pole owned by the Borough in a new subdivision. The material type of the number label and method of numbering shall be approved by the Borough.

6. Licensing of Workers

All workers employed by the Contractor shall be properly licensed, trained, certified and insured to perform installation, removal, replacement, relocation, transfer and maintenance work on street lighting equipment in close proximity to high voltage electrical conductors.

7. Contractor Liaison

The Contractor shall designate a qualified company representative to coordinate all work performed and act as the liaison between the Contractor and the Designated Borough Official. This representative will be selected by the Contractor and shall be approved by the Borough DPW, which approval shall not be unreasonably withheld.

8. Answering Service for Emergency Calls

The Contractor shall have an answering service available to receive emergency calls from the Borough twenty-four (24) hours per day, including holidays, for the term of the contract. The Contractor shall respond on site to all calls from the Designated Borough Official for emergency streetlight knockdowns within three (3) hours of the call, weather permitting. Response to non-emergency calls shall be by 9:00 a.m. the next business day. The Designated Borough Official will determine whether a knockdown call is an emergency or not.

9. Disposal of Materials

The Contractor shall properly manage, handle, recycle and dispose of any materials that are hazardous under federal, state, or local statute, ordinance, regulation, or agency order. The Borough shall be deemed the "generator" for the purposes of Resource Conservation and Recovery Act (RCRA) requirements.

10. Codes and Standards

The work to be performed under this contract will meet all applicable codes, whether Federal, State or local, and adhere to the standards for street lighting equipment set forth in the Eversource form NB-208, and as such form NB-208 may be amended in the future by PURA. In the provision of the services in this contract, the Contractor shall use only luminaries, mounting brackets and accessories that meet Eversource standards and applicable codes, as approved by the Public Utilities Regulatory Authority Control (PURA), or have received prior Eversource approval as equal or compatible with Eversource standards. Contractor repairs shall be limited to dedicated streetlight poles. Eversource will be required to maintain its distribution system, including conductors and dedicated overhead feeds.

11. Insurance Provisions

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The Contractor shall, prior to signing this contract, provide the Borough, at its own expense, certificates of insurance for the below outlined coverages and limits. Each certificate shall require that notice be given to the Borough not less than thirty days prior to the cancellation or material change in the policy.

Contractor's Public Liability, Property Damage, Vehicle Liability and Owner's Protective Liability Insurance shall be in the type and amounts shown below:

Contractor's General Liability and Property Damage	\$2,000,000/\$1,000,000
Automobile Public Liability and Property Damage	\$1,000,000
Excess Liability Umbrella Form	\$5,000,000/\$5,000,000
Worker's Compensation and Employer's Liability	\$1,000,000/\$1,000,000
Owner's and Contractor's Protective Liability	\$2,000,000/\$1,000,000

All policies shall name the Borough, its officers, agents, and employees as additional insureds. This provision shall be reflected on all Certificates of Insurance.

The Contractor shall indemnify; hold harmless, and exempt the Borough, its agents, servants, and employees from and against all legal proceedings, claims and associated costs and Attorney's fees incident to any work done in the performance of this contract arising out of a willful or negligent act or omission of the Contractor, its agents, servants, or employees.

12. Assignment of Contract

No assignment of this Contract or any right accruing under this Contract shall be made in whole or in part by either party without the express written consent of the other party, which consent will not be unreasonably withheld.

13. Term

The term of this contract shall be for three years commencing on July 1, 2019, terminating June 30, 2022. Unless renewed by mutual agreement of both parties and under the terms and conditions of the original agreement, with two three year terms for a possible nine-year term.

After the initial (3) year Contract term, the contract may be extended by mutual agreement of both parties for two additional terms of three (3) years, at a cost not to exceed the last year contract term prices, as adjusted annually for the Consumer Price Index (CPI), as defined as follows:

The data from the last full calendar year of the Contract shall be measured from January through December of the previous year. The CPI adjustment shall be made each year of the extension period using the data from the previous calendar year. Consumer Price Index: The final reported non-seasonally adjusted Consumer Price Index as reported by the U.S. Department of Labor, Bureau of Labor Statistics for Metropolitan Areas in the Northeast Region of the United States with population less than 1.5 million people. (All Urban Consumers, Northeast urban – Size Class B/C, series ID CUURN100SA0)

14. Basis and Method of Contract Payment

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Monthly billings shall be issued by the Contractor for services rendered under this contract upon the monthly report and documentation as provided under Paragraph 5. Payment shall be made to the Contractor by the Borough within thirty (30) days of receipt of the invoice. In the event of a dispute on the amount of the invoice, the Borough shall notify the Contractor within fifteen (15) days and if unable to resolve prior to the due date then Borough shall pay the undisputed portion of the invoice by the due date. The disputed portion shall be reviewed for resolution between the parties and upon reaching resolution shall be due and payable immediately. If Borough fails to pay its invoice by the due date then the Borough shall pay interest at a rate of 12% per annum or maximum rate under law. The failure by the Borough to pay invoices in accordance with terms herein shall be a default under this contract and right of termination by the Contractor after providing fifteen (15) day notice to the Borough which remains uncured.

15. Termination:

(a) Termination by either party: Either party may terminate this contract at any time on written notice to the other party if the other party (i) becomes insolvent, (ii) voluntarily files or has filed against it a petition under applicable bankruptcy or insolvency laws that such party fails to have released within thirty (30) days after filing, (iii) proposes any dissolution, composition or financial reorganization with creditors or if a receiver, trustee, custodian or similar agent is appointed or takes possession with respect to all or substantially all property or business of such party, or (iv) such party makes a general assignment for the benefit of creditors.

(b) Termination by Contractor: In addition to termination pursuant to Paragraph 18(a) above, Contractor may terminate this Contractor upon written notice to Borough of failure of Customer to pay on invoice in accordance with terms under Paragraph 14. (C)TERMINATION BY BOROUGH: BOROUGH MAY TERMINATE THIS AGREEMENT IF THE CONTRACTOR FAILS TO COMPLETE ITS OBLIGATIONS AS SET FORTH HEREIN. (D) Payment upon Termination: Upon termination of this contract, all amounts for work performed along with any cancellation fees and/or restocking fees incurred by Contractor as a result of the termination shall be immediately due and payable, UNLESS SUCH TERMINATION IS DUE TO THE FAILURE OF THE CONTRACTOR TO PERFORM ITS OBLGTAIONS AS SET FORTH ABOVE.

16. Indemnification

Except as otherwise set forth herein, Borough and Contractor shall indemnify and hold harmless each other from and against any and all claims, demands, suits, actions or causes of action, liabilities, damages, judgments, losses, costs and expenses (collectively, "Losses") to the extent such Losses may arise out of or in connection with (a) a breach or default of any provisions of this contract, or (b) any negligent act or omission on behalf of the other party, its officers, employees, agents or assigns, in connection with the entry into or performance of this contract.

17. Modification or Amendment

This Contract may not be modified or amended except in writing and signed by both parties.

18. Applicable Law

This Contract shall be interpreted and enforced in accordance with the State of Connecticut.

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19. Entire Agreement

This Contract sets forth all of the promises, agreements, conditions, understanding and representation between the parties hereto, and there are no promises, conditions, agreements, understanding, warranties or representation, oral or written, expressed or implied, between the parties other than as set forth herein.

20. Successors and Assigns

This Contract shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and permitted assigns.

21. Severability

It is agreed that if any provision of this Contract shall be determined to be void or unenforceable, then such determination shall not affect any other provisions of this Contract, all of which other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Contract and have hereunto set their hands and seals as of the date and year first above written.

Contractor

BOROUGH OF NAUGATUCK, CT

By: _____
Name
President

By: _____
Name:
Title:

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ATTACHMENT A

Time and Materials Charges for Emergency Street Light Replacement and Accident Repairs

Install Low Mounted Fiberglass Pole and Fixture (Fixtures Borough Furnished).....\$XXX.XX
Includes the furnishing and installation of an 18' direct-bury low mount pole of the same type as nearby or closest equivalent available, a full cutoff fixture; complete and in place.

Install Low Mounted Pole and Fixture (Borough Furnished)..... \$XXX.XX
Includes the installation of a Borough furnished decorative pole under 20' in height; Borough-furnished fixture, complete and in place on an existing foundation. Contractor shall furnish all wiring, nuts, bolts or other appurtenances as necessary to provide a complete installation.

Install High Mounted Pole and Fixture (Borough Furnished Pole and Fixture)..... \$XXX.XX
Includes the installation of a Borough-Furnished decorative pole over 20' in height; Borough-furnished arm; and Borough-furnished fixture, complete and in place on an existing foundation. Contractor shall furnish all wiring, nuts, bolts or other appurtenances as necessary to provide a complete installation.

Reset Existing Foundation..... \$XXX.XX
Includes the removal and resetting to plumb of an existing streetlight foundation, typically after an accidental knockdown. This item includes all excavation and backfill needed to perform this work. Does not include street light or pole installation.

Replace Foundation..... \$XXX.XX
Includes the removal and disposal of an existing streetlight foundation only, typically after an accidental knockdown: and the furnishing and installation of a new precast or poured in place concrete street light foundation as specified for the type of streetlight, complete and in place. This includes all excavation and backfill needed to perform this work. Does not include street light or pole installation.

Diagnose and Install Cobra head LED Fixture on exiting bracket on wood telephone pole (Fixtures Borough Furnished).....\$XXXX.XX
Includes the Testing existing fixture and power, Removal of existing fixture and delivery of faulty fixture to the Borough. Includes the installation of new borough supplied LED fixture.

Diagnose and Install Cobra head LED Fixture on New bracket on wood telephone pole (Fixture and Bracket Borough Furnished).....\$XXXX.XX
Includes the Testing existing fixture and power, Removal of existing fixture and delivery of faulty fixture to the Borough. Includes the installation of new borough supplied LED fixture.

Diagnose and Install New LED Bulb in existing retro fitted decorative street light. (Fixtures Borough Furnished).....XXXX.XX
Includes the testing existing fixture and power, Removal of existing bulb and delivery of faulty bulb to the Borough. Includes the installation of new borough supplied LED bulb.

Work Crew Labor Rate.\$XXXX.XX /HR

Work that that is not covered by unit price amount shall be charged at a unit price rate/hour. The rate shall include a suitable lift truck and a minimum 2-man crew. Materials charges are not included

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Material Markup.XX%

The Material markup shall be charged on all contractor supplied materials that are not included in the unit price Items.

Traffic Control – The cost of traffic control shall be included in all bid Item except that the cost of police service as approved by the Borough shall be reimbursed at a rate of 100% of the cost.