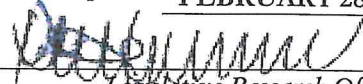


RESOLUTION OF THE TOWNSHIP OF IRVINGTON, NJ

No. DPW 22-0228-5

Date of Adoption FEBRUARY 28, 2022

APPROVED AS TO FORM AND LEGALITY ON THE BASIS OF FACTS SET FORTH BY


Legislative Research Officer

PRESENTED BY COUNCIL MEMBER BEASLEY SECONDED BY VICK

AUTHORIZE SERVICE AGREEMENT TO REPAIR SOLE SOURCE RAVO STREET SWEEPER

WHEREAS, Public Works leased two Ravo Street Sweepers to clean various streets in the Township; and

WHEREAS, the maintenance and repair agreement does not include routine repairs and collusion damage; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(d)(d), parts and services can only be purchased from Northeast Sweepers, 20 Montesano Road, Fairfield, NJ 07004

WHEREAS, the Administration would like to request a sole source exemption for parts and service of the two Ravo Street Sweepers; and

WHEREAS, the Administration will like to award a contract to Northeast Sweepers, 20 Montesano Road, Fairfield, NJ 07004 for an amount not to exceed \$50,000.00

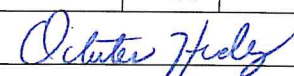
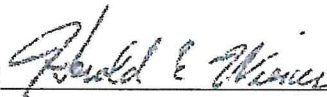
NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Irvington in the County of Essex, and State of New Jersey, that Public Works is authorized to purchase parts and service from Northeast Sweepers, 20 Montesano Road, Fairfield, NJ 07004 starting on January 01, 2021 until December 31, 2021 for an amount not to exceed \$50,000.00.

BE IT FUTHER RESLOVED that the required certification of availability of funds C220008 in the amount of \$50,000.00 from account number 2-01-21-165-165-299 has been obtained from the Chief Financial Officer.

RECORD OF COUNCIL VOTE

X = Indicates Vote N.V. = No Vote A.B. = Absent

COUNCIL MEMBER	YES	NO	N.V.	A.B.	COUNCIL MEMBER	YES	NO	N.V.	A.B.
BEASLEY	X				HUDLEY, 1ST VICE PRESIDENT	X			
COX	X				VICK	X			
EVANS	X				BURGESS, PRESIDENT				X
FREDERIC, 2ND VICE PRESIDENT	X								

ACTING PRESIDENT OF COUNCIL  MUNICIPAL CLERK  DATE February 28, 2022

I hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Municipal Council. In witness whereof I have hereunto set my hand and the Corporate Seal of the Township of Irvington.

MUNICIPAL CLERK



DATE **FEB 28 2022**

ADMINISTRATOR ☐ ASSESSOR ☐ BLDG ☐ CFO ☐ COLLECTOR ☐ COURT ☐ EDGO ☐ ENGINEER ☐ FIRE~CF ☐ HEALTH ☐ HOUSING ☐ INIC ☐
JUDGE ☐ LEGAL ☐ LIBR ☐ LICEN ☐ MAYOR ☐ NPP ☐ OCDP ☐ PARKS ☐ PAYROLL ☐ PUBLIC SAFETY~DIR ☐ PUBLIC WORKS ☐ PURCHASING ☐
SEC~PB/ZBA ☐ TRAFFIC ☐ ZONING~OFF ☐ DLGS ☐ GNCD ☐ OTHER(S): _____

Certification of Availability of Funds

This is to certify to the of the Township of Irvington that funds for the following resolutions are available.

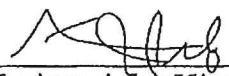
Contract Amount: 80,000.00
Resolution Date: 01/18/22
Resolution Number: C22-0008

Vendor: NORTHE13 NORTHEAST SWEEPERS & RENTALS
20 Montesano Rd.
FAIRFIELD, NJ 07004

Contract: C22-0008 RAVO SWEEPER REPAIR

Account Number	Amount	Department Description
2-01-26-290-290-299	50,000.00	STREETS & ROAD
Total	50,000.00	

Only amounts for the 2022 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.



Chief Financial Officer

Northeast Sweepers & Rentals, Inc

20 Montesano Road
Fairfield, NJ 07004
Phone: 973-751-6200
Fax: 973-233-4499

2/7/22

Township of Irvington
Department of Public Works
1 Civic Square
Irvington, NJ 07111
Attn: Asmilia Mitchell

This is to certify that:

Northeast Sweepers & Rentals, Inc.

Having offices at:

20 Montesano Road
Fairfield, NJ 07004

Northeast Sweepers is the sole source company representing Ravo exclusively for Ravo Street Sweepers sales, parts and service in New Jersey, New York, Ohio, Vermont, Connecticut and Pennsylvania.

As stated in the RAVO factory warranty terms - The warranty conditions are part of the RAVO dealer and/or service dealer contract and offers prepared by RAVO and are exclusively intended for use by RAVO (service) dealers. End users are not entitled to make claims against RAVO on the basis of these conditions; all requests must be directed to a recognized service point of the RAVO dealer network. Please see the attachment to this letter from RAVO.

Should you have any questions, please do not hesitate to contact the undersigned.

Sincerely,



Frank Spezio
President

RAVO

FAYAT GROUP

February 6, 2020

To whom It may concern.

This is to certify that:

Northeast Sweepers & Rentals Inc.

With offices at 20 Montesano Road, Fairfield, NJ 07004 is our sole official and exclusive distributor for New Jersey, Pennsylvania, Ohio and New York State.

RAVO B.V. Authorizes Northeast Sweepers & Rentals, Inc. to represent and attend tenders or any other sales in its territory. The validity of this letter is 5 years or the validity of its dealer contract.

Should you have any questions, please do not hesitate to contact the undersigned.

With kind regards,

Cees van der Put

Export Sales Manager RAVO BV

c.vanderput@ravo.fayat.com

+31(0)53847616

RAVO B.V.

Otterkoog 1, 1822 BW Alkmaar

P.O. box 286, 1800 AG Alkmaar

The Netherlands

www.ravo-fayat.com



SERVICE AGREEMENT

This SERVICE AGREEMENT for RAVO street sweeper maintenance & repair services between the Township of Irvington, New Jersey (hereafter referred to as the "Town") and Northeast Sweepers & Rentals, Inc. (hereafter referred to as "Northeast") is made and entered into on this 1st day of January 2022 and shall remain in effect until December 31, 2022.

WHEREAS the Township has purchased, and owns or has legal control of certain RAVO equipment specified and described in the "List of Equipment" attached hereto as Exhibit "A" and hereby incorporated into this Agreement by reference; and

WHEREAS the Township desires that the Equipment be maintained in good working order and that such service contract services is to include periodic inspections ; routine and scheduled repairs and replacements of parts as required by warranty or service contract agreement; and emergency repairs made whenever any of the Equipment breaks down unexpectedly; and

WHEREAS Northeast is in the business of providing RAVO street sweeper maintenance, factory warranty service and service contract services.

IT IS HEREBY AGREED that:

1. Northeast shall provide services to the Township for all the Equipment listed in Exhibit "A" hereto, which shall be serviced on a regular basis, as prescribed in the owner's maintenance manual published by RAVO manufacturer of each piece of Equipment.

2. Northeast shall respond to any of the Township's requests for emergency repairs within 48 (forty eight) hours of receiving such a request from the Township via phone, email, or any other communication method to which the parties may agree.

3. Excluded from preventive and maintenance and service contract agreements shall be all costs related to additional repair services, which will be invoiced separately. These are all costs related to or caused by:

- a. Negligent usage/treatment of the RAVO sweeper.
- b. Installed accessories/options which are not part of the standard equipment.

- c. Repair or refurbishment of paintings/coatings.
 - d. Collision damages, fire damages, or all other unforeseen circumstances; not caused by defect of manufacturing.
 - e. Batteries and drive computer, because of improper installment of electronic accessories.
 - f. Replacement/repairs/balancing/alignment of tires and rims.
 - g. Repair/replacement of seat and seat clothing, windows and radio/cd devices.
 - h. All repairs to and parts replaced in the suction and debris line of the machine that replacement is needed do to operator error and or neglect. Such as suction mouth, suction tube including connections, tube bends and other components, fan, fan cone and housing.
 - i. (periodical) homologations, inspections.
 - j. Wash, polish and clean the sweeper from the outside and inside.
 - k. Fuel for the engine.
 - l. Towing due to collision, and or operator error and or neglect;
 - m. Cost for use of a replacement street sweeper
 - n. Lack of general daily maintenance, including cleaning and greasing on a regular basis.
 - o. Lack of or improper Winterization procedures.
4. Brushes for the equipment shall be included up to **10 brushes per year**. Any overages are billed accordingly.
5. Northeast shall ensure that all services provided under the terms of this contract are performed by persons trained and certified as proficient in the provision of the services provided by the RAVO academy training program.
6. Northeast represents and warrants that all personnel provided by Northeast to do work on the Township's equipment are legally eligible to work in the United States; and that Northeast complies with all applicable federal and

state wage and employment laws and with all other applicable laws and regulations pertaining to the services provided to Client.

7. In consideration of the service contract services being provided under this Agreement, the Township agrees to pay to Northeast an annual fee in the amount of \$24,000.00 for maintenance/repair work per machine for this contract. These services shall include up to 3-250-hour B services and 1-1000 hour C service. The services encompassed by these fees shall have a 1,200 engine hour per year limit per machine. If the 1,200-engine hour per year limit on a machine is exceeded, the Township shall be charged a rate of \$20.00/hour for every hour of maintenance above the limit.

The services performed by Northeast under the service contract shall include:

- A. Preventive Maintenance extended to the RAVO sweeper (as listed in Exhibit A 'Listed Sweepers') as prescribed in the RAVO maintenance manual.
- B. All Corrective Maintenance extended to the RAVO sweeper (as listed in Exhibit A 'Listed Sweepers')
- C. See attached Service Schedule parts

8. The Township agrees to purchase from or provide to Northeast such parts, supplies, and other materials as may be necessary and reasonable in order to maintain the Equipment in good working order. It is understood that the success and satisfactory performance of any maintenance service or repair performed by RAVO Dealer depends upon the quality of materials used. Therefore, the Township shall be fully responsible for any failure or dissatisfaction arising from any service or repair that is done using materials not purchased from or specified by Northeast.

9. Invoices for monthly maintenance and repair fees, itemizing all goods and services billed, shall be submitted by Northeast to the Township no later than the 1st day of each month during the term of this contract. The Township shall pay each invoice within thirty (30) days of its due date.

10. This Agreement shall have a term of twelve (12) months at which time the parties may extend it by agreement in writing.

11. Applicable to this contract are the "General Terms and Conditions of Sales & Maintenance of equipment as provided by the RAVO Dealer except for all what is written in this Agreement, and which prevails. By signing this Agreement, the client also confirms to have seen, read and agrees with these general Terms and Conditions.

Irvington Service Contract

2- 2015 RAVO 5 I series STH sweepers

Vin # XL95FCHBXFA020231

Vin # XL95FCHB1FA020229

DETAILS

Service Contract Parts	QTY	UNIT #	date	Unit #	date
Suction head wear kit	1				
Caster wheel assembly	1				
B kit services (250 hours)*	3				
C kit service (1000 hr Interval)*	1				
Guide wheel bearings	2				
Ball joint on brush assembly	unl				
Screen cables	2				
Radiator service	2				
Water tips	10				
Nozzle wheel	1				
Pavement mirror	1				
Reverse pedal	1				
Water pump belt	1				
Brush motor	1				
Camera	1				
Camera housing	1				
Front tire	1				
Rear tire	1				

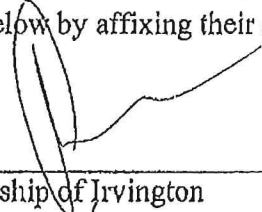
*All oils motor and hydraulic are included in services

Notes:

12. Either party may terminate this contract at any time by providing written notice of intent to terminate the contract on a specified date to the other party, at least thirty (30) days prior to the intended date of termination. Early termination may have an effect on future warranty.

13. Any dispute or cause of legal action that may arise from either party's performance under this Contract shall be governed by the laws of the State of New Jersey and applicable law. Any litigation arising from this Contract shall be filed and tried in the Courts of the State of New Jersey.

Both parties whose signatures appear below hereby warrant that they are fully authorized and entitled to enter into this agreement and do so agree on the dates written below by affixing their signatures below.


For Township of Irvington

Tony Vauss
Printed Name

1 Civic Square
Address

Irvington, NJ 07111
City, State, Zip

For Northeast Sweepers & Rentals, Inc

Printed Name

Address

City, State, Zip

Schedule A Equipment

Unit #231-2015 RAVO I series Tier 3 STH
XL95FCHBXFA020231

Unit #229-2015 RAVO5 I Series Tier 3 STH
XL95FCHB1FA020229

1-1-22
Chassis hours

Sweep hours

Mileage

Irvington Service Contract

2- 2015 RAVO 5 I series STH sweepers

Vin # XL95FCHBXFA020231

Vin # XL95FCHB1FA020229

DETAILS

Service Contract Parts	QTY	UNIT #	date	Unit #	date
Suction head wear kit	1				
Caster wheel assembly	1				
B kit services (250 hours)*	3				
C kit service (1000 hr Interval)*	1				
Guide wheel bearings	2				
Ball joint on brush assembly	uni				
Screen cables	2				
Radiator service	2				
Water tips	10				
Nozzle wheel	1				
Pavement mirror	1				
Reverse pedal	1				
Water pump belt	1				
Brush motor	1				
Camera	1				
Camera housing	1				
Front tire	1				
Rear tire	1				

*All oils motor and hydraulic are included in services

Notes: