

**FORM OF CONTRACT: SNOW REMOVAL FROM  
VILLAGE HALL PROPERTY AND  
OTHER VILLAGE-OWNED PARCELS**

THIS CONTRACT (“Contract”) is made as of \_\_\_ day of \_\_\_\_\_, 2024, between the Incorporated Village of Baxter Estates, a New York municipal corporation having its office at 315 Main Street, Port Washington, N.Y. 11050 (“Village”), and \_\_\_\_\_, a licensed business with a mailing address of \_\_\_\_\_ (“Contractor”).

1. **SCOPE OF THE WORK:** Contractor shall furnish all labor, material, and equipment necessary to perform all of the work set forth in the Contract Documents.

2. **CONTRACT DOCUMENTS:** The “Contract Documents” shall consist of this Contract and the General Conditions and Specifications, which are annexed hereto as **Exhibit A** and **Exhibit B**, respectively, and made a part hereof.

3. **CONTRACT SUM:** Village shall compensate Contractor for the performance of this Contract in accordance with the amounts set forth in Contractor’s proposal, annexed hereto as **Exhibit C** and made a part hereof (“Accepted Proposal”). Payments shall be made in accordance with the schedule set forth in the Specifications. This Contract shall be for an initial term commencing November 6, 2024 and ending March, 31, 2025, provided, however, that the Village reserves the option to extend the Contract for an additional term commencing November 5, 2025, through March 31, 2026, upon delivering written notice to Contractor of election to extend by not later than October 30, 2025.

4. **INDEMNIFICATION:** Contractor shall indemnify and defend, and save harmless Village and all elected officials, officers and employees of Village (“Village Parties”) from and against, all claims, suits, actions, judgments, damages fees, costs and expenses (including but not limited to legal fees, costs and expenses) brought against or recovered or exacted from Village growing out of any actual or alleged injury to, or death of, any person (including but not limited to employees of Contractor) or any actual or alleged injury or damage to property (including but not limited to property of Contractor) or to property of any other person or entity caused by or resulting from the execution of the work under the Contract (the “Work”) by Contractor, its agents, servants, or employees, or its subcontractors, vendors, materialmen or any other person in connection with Contractor’s performance of such Work, whether such injuries (including death) or damages be based upon or attributable to the active or passive negligence of Village or upon any alleged breach of any law, ordinance or regulation or of any statutory duty or obligation on the part of Village relating to any Work, and, if the Village so elects, Contractor shall assume on behalf of Village the defense of any action or claim which may be brought against Village upon any such claim and to pay all costs and expenses of whatever nature resulting therefrom and in connection therewith and to pay on behalf of Village upon its demand the amount of any judgment that may be recovered or entered against Village in any such action.

Contractor’s obligation hereunder to indemnify and save harmless the Village Parties is absolute and not dependent upon any question of negligence on the part of Contractor, its agents or employees, or its subcontractors, vendors, materialmen, or any other person in connection with

Contractor's performance of such Work, or on the part of Village, its agents, servants or employees. Contractor's indemnification obligation hereunder shall include payment of all legal fees, costs and expenses incurred by Village in connection with any indemnified matter, or in connection with the enforcement of its rights hereunder. Village approval of the methods of doing the work, or Village failure to call attention to improper or inadequate methods or to require a change in methods or to direct Contractor to take any particular precautions or to refrain from doing any particular thing shall not excuse Contractor in case of injury to person (including death), or injury or damage to property.

5. **CERTIFICATES OF INSURANCE:** Before commencing Work hereunder, Contractor shall deliver to the Village Clerk-Treasurer certificates for any insurance required by the Contract Documents.

6. **TIME OF PERFORMANCE:** In accordance with the Specifications, Contractor shall be ready to perform the Work on any day or at any time of the day within one day after notice from Village.

7. **REASONABLE OMISSIONS:** If anything reasonable, necessary, or proper to perform or complete the Work is not expressly set forth in the Contract Documents, whether due to oversight, error or otherwise, then Contractor nevertheless shall perform and provide all such omitted work, services and tools as if same were expressly shown and described in the Contract Documents, without extra charge.

8. **LAWS, ORDINANCES, RULES, AND REGULATIONS:** Contractor agrees to conform to, and abide by, all Federal, State, County and local laws, ordinances, rules and regulations applicable to any of the Work ("Legal Requirements").

9. **REMOVAL OF WORKERS:** Upon Village request, Contractor shall cease utilizing, in performing this Contract, any of its agents, employees or supervisors who are deemed unacceptable by Village.

10. **REPRESENTATIONS OF CONTRACTOR:** Contractor represents and warrants as follows:

- (a) Contractor will perform all of the Work in a good and workmanlike manner, in accordance with Legal Requirements and the Contract Documents;
- (b) Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient assets, vehicles, and working capital to perform the Work.
- (c) Contractor is incorporated, duly organized and in good standing under the laws of the state of its incorporation, and properly licensed by all governmental, public, and quasi-public authorities having jurisdiction over it and the Work, and those of its employees operating vehicles within the Village in performance hereunder shall have all licenses required to operate such vehicles; and
- (d) Contractor's execution of this Contract, and its performance hereunder, are within

its duly authorized powers, and have been duly authorized by all requisite corporate and other authorities.

11. WAIVER OF IMMUNITY:

(a) Contractor represents that it is familiar with the provisions of Article 5-A of the New York State General Municipal Law, as amended (“GML”), and particularly with Sections 103-a, 103-b and 103-c thereof.

(b) Contractor represents that it is aware that, under the provisions of said sections, upon the refusal of a person, after a call before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force of the department of law, head of a municipal department, or other municipal agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, or with any public department, agency or official of the state, or of any political subdivision thereof, or a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract:

(i) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer, shall be disqualified from thereafter selling to or submitting bids to or receiving awards from, or entering into any contracts with, any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal; and

(ii) any and all contracts made with any municipal corporation or any public department, agency or official thereof, or with any fire district or any agency or official thereof by such person, and by any firm, partnership or corporation of which it is a member, partner, director or officer, may be cancelled or terminated by the municipal corporation or fire district without incurring any penalties or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

12. TERMINATION BY VILLAGE: (a) Village may terminate this Contract if:

(i) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors, or is otherwise involved in any bankruptcy or insolvency proceedings affecting it, other than in the context of a creditor of a third party;

(ii) a receiver or liquidator is appointed for Contractor or any of its property for a period up to 20 days, and the proceedings in connection therewith shall not be stayed on appeal within said period;

(iii) Contractor refuses or fails, after notice or warning from Village, to supply sufficiently and properly skilled workers or necessary vehicles or other equipment

in order to perform the Work;

(iv) Contractor refuses or fails to perform the Work, or any part thereof;

(v) Contractor fails timely to pay any person or entity supplying labor or tools in connection with the Work; or

(vi) Contractor fails or refuses to abide by any Legal Requirement, or otherwise materially violates any provision of this Contract or the other Contract Documents.

(b) Upon the occurrence of any of the foregoing, Village, without prejudice to any other right or remedy that it may have, by giving five (5) days' written notice, by ordinary and certified or registered mail, return receipt requested, to Contractor at its address set forth above, may terminate this Contract and the rights of Contractor to proceed hereunder, and may arrange to complete the Work in any manner that Village deems expedient or proper. In such event, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance due to Contractor exceeds the expense of so completing the Work (including compensation for additional material, administrative and inspection services, and any damages for delay), then such excess shall be paid to Contractor. If such expense exceeds the unpaid balance, then Contractor and its sureties shall be liable to Village for such excess.

13. ENTIRE AGREEMENT: This Contract, including the Exhibits hereto, embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No representations, statements, warranties or agreements not herein expressed and all modifications or amendments of this Contract, including the Exhibits, must be in writing and be signed by an authorized representative of each party hereto.

14. SEVERABILITY: If any provision hereof shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Contract shall be construed as if the invalid, illegal or unenforceable provision had never been contained in it.

15. GOVERNING LAW; JURISDICTION; VENUE: This Contract and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of New York (without giving effect to New York's principles of conflicts of law). Any suits, actions or proceedings arising out of or in connection with this Contract or the rights and obligations of the parties hereto shall be brought only in New York state courts located within the Nassau County, New York, or in federal court located in Suffolk County, New York.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first written above.

INCORPORATED VILLAGE OF BAXTER ESTATES

By: \_\_\_\_\_, \_\_\_\_\_  
Nora Haagenon, Mayor Date

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_, \_\_\_\_\_  
Date

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

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

STATE OF NEW YORK)

ss:

COUNTY OF NASSAU)

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally came, Nora Haagenson, to me personally known, who, being by me duly sworn, did depose and say that she resides at \_\_\_\_\_; that she is the Mayor of the Incorporated VILLAGE OF BAXTER ESTATES, the municipal corporation described in, and which executed the above instrument; that she signed her name thereto by order of the Board of Trustees of said Village.

\_\_\_\_\_

STATE OF NEW YORK)

ss:

COUNTY OF NASSAU)

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that s/he resides at \_\_\_\_\_; that s/he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation/limited liability company/partnership described in and which executed the foregoing instrument; that s/he knows the seal of said corporation/limited liability company/partnership; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that s/he signed her/his name thereto by like order.

\_\_\_\_\_

## EXHIBIT A

### GENERAL CONDITIONS

1. Contractor shall provide all of the work, labor, tools and equipment necessary for the removal of snow and related accumulations from, and the application of salt/sand or ice melt upon, all parking areas, driveways and front and back walkways located upon, and from sidewalks and driveway portions located in the public right-of-way abutting, the Village-owned properties located at 315 Main Street, Port Washington, New York and the village owned sidewalk along Shore Road adjacent to Baxter Beach during the winter of 2024/2025, and, if Village exercises its option to extend the Contract for an additional term, then also during the winter of 2025/2026.
2. All sections of the Contract Documents are an integral part of the Contract, and their provisions shall govern the performance and execution of the Work under the Contract.
3. Contractor represents that it is fully informed as to the extent and character of the work, labor, tools or equipment required, and can perform the work, furnish the tools or equipment satisfactorily to the full intent of the Specifications and other Contract Documents without any extras.
4. Contractor represents that no members of the Board of Trustees or any other officer of the Village of Baxter Estates, New York, or any person in the employ of said Village is directly or indirectly interested in Contractor, or in the tools, or the work to be performed or provided by Contractor under the Contract, or in any other portion of the profits thereof.
5. Contractor is not in arrears to Village, or in default, as surety or otherwise, upon any obligation to Village.
6. Contractor shall repair or replace to the satisfaction of Village any or all damage done to Village streets or property as a result of negligent performance of the Contract. This clause is general in nature and will not operate to waive stipulations or other clauses in any other contract.
7. Village reserves the right to inspect at any time the equipment to be used in performance of the Contract to ascertain whether or not same is acceptable.
8. Prevailing Wage Rate (if applicable). Pursuant to the New York State Labor Law, Contractor shall pay to each employee engaged in work under the Contract, to the extent subject to prevailing wage rate laws, not less than the prevailing wage rate for the trade or occupation in which he is engaged, fixed by the Commissioner of the New York State Department of Labor.
9. Payment and Performance Bonds.  
**[This Section intentionally omitted.]**

10. Contractor shall not commence work under this Contract until it has obtained insurance required under the following paragraphs and such insurance has been approved.

11. Contractor shall obtain and maintain during the term of this Contract **Workers' Compensation** Insurance for its employees performing all work under the Contract, and, in case any work is sublet, Contractor shall cause the subcontractor to provide Workers' Compensation for all of its employees unless such employees are covered by Contractor's policy. In case any class of employees engaged in hazardous work under this Contract is not protected under the Workers' Compensation statute, Contractor shall provide, and cause each subcontractor to provide, other adequate insurance for the protection of its employees not otherwise protected.

12. Contractor shall obtain and maintain during the term of the Contract such **Commercial General Liability and Property Damage Insurance** and **Motor Vehicle Liability Insurance**, as shall protect it, Village, and any subcontractor performing work covered by the Contract, from claims for damages for personal injury, including accidental death, as well as from claims for property damage that may arise from operations under the Contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them. Said policy or policies of insurance shall specifically name the Village of Baxter Estates as an additional insured. Contractor shall provide Village with duplicate, original copies of all insurance policies required under this Contract. Amounts of such insurance shall be as follows unless otherwise specifically stipulated by amendment hereto:

- A. **Commercial General Liability Insurance** in an amount no less than \$1,000,000 per occurrence for bodily injury (including death) and property damage.
- B. **Motor Vehicle Liability Insurance**, consisting of bodily injury insurance (including death) and property damage insurance covering all motor vehicles owned by Contractor or used by Contractor in the prosecution of the Work, shall be in amounts not less than those specified in "A" above.
- C. Unless otherwise specifically stipulated by amendment hereto, Contractor shall obtain and maintain during the term of this Contract **Contractual Liability Insurance** to cover the indemnification set forth in Paragraph 4 of the Form of Contract. Limits of such insurance shall be the same as quoted in "A" above.



## **EXHIBIT B**

### SPECIFICATIONS

1. Contractor shall furnish all tools, equipment, and labor necessary to remove snow and sleet and related accumulation, and apply salt/sand/deicer, the paved surfaces of all Village properties listed below and the paved sidewalk and driveway portions of the public right-of-way abutting such properties, in accordance with the schedule set forth below.
2. The Village properties that are the subject of this Contract are:
  - 315 Main Street property and sidewalk adjacent to the property
  - Sidewalk abutting The Baxter Beach Parcel fronting on the west side of Shore Road
3. Contractor shall plow all driveway and parking areas free of snow and related accumulations; provided, however, that, if motor vehicles block any portion of area to be plowed, Contractor shall only be obligated hereunder to plow the unblocked areas.
4. Contractor shall plow all driveway and parking areas, between Main Street to the south and northerly edge of the rear parking area, to the North, free of snow and related accumulations. To the extent that any storm results in continued accumulation after plowing has been performed, Contractor shall re-plow as needed to maintain such driveway and parking areas free of snow and related accumulations.
5. Contractor shall plow all driveway and parking areas free of snow and related accumulations at the conclusion of each snowfall, and, within one hour following telephonic request from a village official, even if the snowfall is continuing, notwithstanding the foregoing, to the extent feasible. Contractor shall complete the snowplow work being conducted during regular Village business hours.
6. Contractor shall apply de-icing materials as stipulated under the Contract to maintain all plowed surfaces in condition permitting safe passage under the circumstances for vehicular and pedestrian traffic.
7. In the event of snowfall of less than one inch of total accumulation, the Village Clerk-Treasurer shall notify Contractor as to the necessity of snowplowing services.
8. Snow accumulation of less than 1" will be treated with de-icing materials. Icy conditions will be treated with de-icing materials.
9. Contractor is not responsible for snowbanks built up by plows AFTER service has been rendered, nor ice that forms caused by melting and refreezing after requested services were originally provided.

### **3. Payment**

The contractor shall be paid monthly based upon signed vouchers submitted to the Village Clerk-Treasurer at least one week prior to the regular monthly meeting of the Board of Trustees (1st Wednesday of each month).

Dated: \_\_\_\_\_, 20\_\_  
Port Washington, New York

**NON-COLLUSIVE BIDDING CERTIFICATION**

To be completed by the bidder and submitted with the bid.

By submission of this bid or proposal, the bidder certifies that: a) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor; b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bid or proposals for this project, to any other bidder, competitor or potential competitor; c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; d) The person signing this bid or proposal certifies that s/he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf; e) That attached hereto (if a corporate bidder) is a certified copy of the resolution authorizing the execution of this certificate by the signatory of this bid or proposal in behalf of the corporate bidder.

Dated \_\_\_\_\_

\_\_\_\_\_  
Name of corporation or partnership

\_\_\_\_\_  
Name of individual Officer, stating title, or partner

CORPORATE RESOLUTION

**Resolved that \_\_\_\_\_ be authorized**

(Name of Corporation)

to sign and submit the bid or proposal of this corporation for the Snow Removal for Village Properties in the Village of Baxter Estates during the Winter of **2024/2025** and, at the Village's option, **2025/2026**, and to include in such bid or proposal the certificate as to non-collusion required by Section 103-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by \_\_\_\_\_, a corporation, at a meeting of its Board of Directors held on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(CORPORATE SEAL)

\_\_\_\_\_ Secretary

**EXHIBIT C**  
**2024-2026 SNOWPLOW ESTIMATE**

VILLAGE OF BAXTER ESTATES  
315 Main Street  
Port Washington, New York

Note: **DO NOT REMOVE THIS SHEET. FILL IN ALL SPACES, SIGN AND RETURN COMPLETE WITH SPECIFICATIONS AS YOUR PROPOSAL/BID.**

To Whom It May Concern:

Pursuant to and in compliance with your Request for Proposals or, if applicable, Notice to Bidders and Instructions to Bidders, dated \_\_\_\_, **2024**, the undersigned state that they have examined such documentation and all related document furnished by the Village, and that they understand the same and that the undersigned hereby offers to perform for the Village of Baxter Estates in accordance with said documents at the following prices, which prices include all incidental work, labor costs, tipping fees and taxes, if any.

<b>315 Main Street</b>	<b><u>2024-2025</u></b>	<b><u>2025-2026</u></b> (If Exercised)
Under 1"- Apply sanding/salting mix only	\$ _____	\$ _____

\*All of the snow removal pricing below includes sanding/salting application

1-2 inches snowplow	\$ _____	\$ _____
3-5 inches snowplow	\$ _____	\$ _____
6-8 inches snowplow	\$ _____	\$ _____
9-11 inches snowplow	\$ _____	\$ _____
Above 11 inches price per inch	\$ _____/inch	\$ _____/inch

**Shore Road sidewalk**

\*does not include spreading VBE ice melt/sand mix due to proximity to Manhasset Bay

1-2 inches snow blower	\$ _____	\$ _____
3-5 inches snow blower	\$ _____	\$ _____

6-8 inches snow blower	\$ _____	\$ _____
9-11 inches snow blower	\$ _____	\$ _____
Above 11 inches price per inch	\$ _____/inch	\$ _____/inch

**NOTE: BID OR PROPOSAL MUST BE SUBMITTED ON ALL 11 ITEMS.**

The full names and addresses of all persons interested in this bid or proposal as principals are as follows:

\_\_\_\_\_

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

Name of Party submitting Bid/Proposal \_\_\_\_\_

By: \_\_\_\_\_

Signature, Title