

**VILLAGE OF BAXTER ESTATES**  
**315 Main Street**  
**Port Washington, New York 11050**

Bid Documents for Contract for  
Snow Removal,  
Sanding and Salting  
of Village Streets

June 2024

## INSTRUCTIONS TO BIDDERS

### 1. Bid Documents.

Each Bidder must read carefully the Notice to Bidders, Instructions to Bidders, and Form of Contract, because bidders will be held to strict compliance with the terms and conditions thereof.

### 2. Submission of Bids

Bids must be submitted on forms attached hereto, in sealed envelopes bearing on the outside the name and address of the bidder and the words "Bid for Snow Removal". Bids which are incomplete, conditional, or obscure may be rejected as not meeting bid specifications.

### 3. Scope of Proposal.

The proposal to be bid upon is for the plowing of snow, sanding, and street-salting of all streets in the Village of Baxter Estates (the "Village"). Separate proposals are sought for a contract for (i) one season, for a term expiring April 30, 2025 ("Season 1"), (ii) two seasons for a term expiring April 30, 2026 ("Season 2"), and (iii) three seasons, for a term expiring April 30, 2027 ("Season 3"). The Village retains the right to reject all bids, or to accept a proposal for either one, two or three seasons. The term of any contract awarded will commence immediately upon the signing and delivery of the Contract by the Village after same has been signed and delivered by Contractor.

### 4. Receipt of Bids

All bids received after the designated time set forth in the Notice to Bidders will not be considered by the Village and will be returned to the Bidder unopened. The Bidder assumes the risk of any delay in the mail, and the Bidder assumes responsibility for having his bid deposited with the Village Clerk-Treasurer.

### 5. Scope of Contract Documents.

All sections of the contract documents attached hereto, or indicated to be included in the Contract, are to be an integral part of these and all specifications and the Contract, and their provisions shall govern the performance and execution of the work to be done and/or the services to be rendered under the Contract.

### 6. Submission of Bid by Contractor.

The submission of a bid will be construed as the Bidder's representation that it is fully informed as to the extent and character of the work, labor, supplies, materials, or equipment required, and that the bidder can perform the work and furnish the supplies, materials and equipment in full satisfaction of all Contract requirements, without any extras, subject to Section 2.(e) of the Form of Contract with respect to sand and salt needed in the performance of the work. Each bid shall include the furnishing of all labor, material, and equipment as required by the work to be done or the services to be rendered.

#### 7. Rejection of Bids.

The Board of Trustees of the Village reserves the right to reject all bids if such bids are not deemed in the best interests of the Village and to advertise for new bids or to accept the bid of the lowest responsible bidder.

#### 8. Award of Contract

The award, if any, of the Contract shall be made according to law as soon as practical after the public opening of bids. If the Village initially awards the Contract for Season 1 only, then the Village shall have the option to extend the Contract for Seasons 2 and 3, or for Season 2 only. If the Village elects to exercise its option to extend the initial term through Season 2 only, then the Village shall have the option to extend the Contract for Season 3. If applicable, the Village shall have until July 31, 2025, to exercise its option to extend the term of the Contract beyond Season 1. If applicable, the Village shall have until July 31, 2026\_ to exercise its option to extend the term through Season 3. The Village shall exercise its option(s) to extend by written notice of extension to the Contractor delivered to its address set forth in its proposal.

#### 9. Form of Bid.

Each bidder is required to state in its bid: (i) the names and places of residence of any and all persons interested in the bid, that the bid is made without any connection with any person making another bid for the same contract, and that its bid is in all respects fair and without collusion or fraud; and (ii) that no member of the Board of Trustees or any other officer of the Village, or any person in the employ of the Village, is directly or indirectly interested in the bid, or in the materials, supplies, or the work to which it relates, or in any other portion of the profits thereof.

#### 10. Company in Default.

No bid will be considered from any person who is in arrears to the Village, or who is in default as surety, or otherwise, upon any obligation to the Village, nor shall a

bid be considered from any person whose performance of any previous contract with the Village has been unsatisfactory in the opinion of the Board of Trustees.

11. Itemization of Bid.

Unless otherwise specified in the Bidding Sheet, each bidder is required to state a price as specified for each and every item enumerated in the proposal upon which the bid is made. Any bid which fails to state a price for each item set forth in the Form of Bid may be rejected by the Village.

12. Notification of Award.

The bidder whose bid has been accepted will be required to attend at the Village Office, 315 Main Street, Port Washington, New York, and execute the contract within five (5) business days from the date of the service of a notice delivered by the Village to the bidder in person or mailed by the Village to the address provided in the bid that the Contract has been awarded to such bidder. In case of failure to execute the Contract within the time stated, the bidder shall be deemed to have abandoned the Contract.

13. Insurance Certificate

Simultaneously with the successful bidder's delivery of the executed contract, the successful bidder shall deliver to the Village certificates of insurance in compliance with the provisions of Section 8 of the Form of Contract.

14. Limitation on Assignment, etc., of Contract

If the Village elects to award the Contract, the successful bidder is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of the Contract, or his right, title or interest therein, or his power to execute such Contract, to any other person or entity without the prior written consent of the Board of Trustees of the Village.

15. Basis of Award.

If the Village elects to award the Contract, the Contract will be awarded on the basis of competitive bids to the lowest responsible, eligible bidder.

The Village will not award the Contract to any bidder who does not furnish satisfactory evidence that it is responsible and that it has sufficient capital, ability, experience, plant, and equipment to enable it to prosecute the work successfully, and to fulfill all the requirements of the Contract.

16. Contract Documents.

The contract documents shall consist of the NOTICE TO BIDDERS, INSTRUCTIONS TO BIDDERS, FORM OF BID, NON-COLLUSIVE BIDDING CERTIFICATION, BIDDER'S QUALIFICATIONS, and FORM OF CONTRACT, and all of such documents shall constitute part of the Contract entered into between the successful bidder and the Village.

Dated: \_\_\_\_\_

## **BIDDER'S QUALIFICATION STATEMENT**

Each bidder must submit with its proposal a list of at least five (5) recent contracts with municipal entities that the bidder has entered into and performed and completed that are of a similar nature to the contract that is the subject hereof. The contracts shall be ones which have been successfully completed, or, if for multiple seasons, have been successfully performed for at least one full season. At least three (3) of the contracts shall have been on Long Island.

A. The following information shall be submitted for each project:

1. General project description.
2. Location of work.
3. Date of award, start date and completion date.
4. Owner for whom work was performed.
5. Name, title, telephone number and address of individual working for owner who may be contacted for references.

B. The following information on your Company or Firm shall be submitted with the proposal:

1. Name and addresses of all company officers and owners.
2. List of parent company, holding company and all affiliated companies. If there are none, please state there are none.
3. Length of time company has been in business.
4. Experience background in the snow plowing/street sanding industry of officers, field superintendents, etc.
5. A list of equipment owned or available (state which) to perform the work.
6. A current financial statement of assets of your company, duly signed and notarized.

Bidder agrees that the Board of Trustees of the Village of Baxter Estates may verify bank references and work for prior clients of bidder and may require of the bidder further proof of financial and professional ability to perform work. The Village reserves the right to reject all proposals without the Bidder's Qualification Statement, or any part thereof.

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each 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 and his or her knowledge and belief:

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

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

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

Be it resolved that \_\_\_\_\_ be  
NAME OF CORPORATION OR ENTITY  
authorized to sign and submit the bid or proposal of this corporation or entity for the following project:

\_\_\_\_\_ ,

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 or entity, and for any inaccuracies or misstatements in such certificate, this corporate or entity bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by \_\_\_\_\_ at a meeting of its Board of Directors or Governing Board held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Seal of the Corporation)

Secretary: \_\_\_\_\_

**RESPECTFULLY SUBMITTED:**

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

Address: \_\_\_\_\_

Signed by: \_\_\_\_\_

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



FORM OF BID

CONTRACT FOR SNOW PLOWING,  
SANDING AND SALTING  
OF VILLAGE STREETS

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Incorporated Village of Baxter Estates  
315 Main Street  
Port Washington, New York 11050

Note: Do not remove this sheet, Fill in all spaces, sign, and return complete with specifications as your bid.

Gentlemen:

Pursuant to NOTICE TO BIDDERS, and the INSTRUCTIONS TO BIDDERS, dated \_\_\_\_\_, 202\_, the undersigned states that he has examined the bid documents, that he understands same and that \_\_\_\_\_ offers to perform all of the terms and conditions of the bid documents for the Village of Baxter Estates at the following prices, which include all incidental work charges, fees and taxes, if any, regardless of which Alternative below may be elected by the Village:

Proposal for snow plowing, sanding, and salting of all Village streets:

**ALTERNATIVE A (HOURLY RATE):**

(a) For initial term of one season, from date of contract delivery through April 30, 2025 (Season 1):

- (i) For truck with driver, to perform snow plowing:  
Hourly rate of \$ \_\_\_\_\_
- (ii) For truck with driver, for spreading of sand and/or salt:  
Hourly rate of \$ \_\_\_\_\_
- (iii) the maximum aggregate amount of fees payable by the Village during Season 1, regardless of the actual number of hours expended by Contractor, shall be \$\_\_\_\_\_.

(b) For 2<sup>nd</sup> season (Season 2), from October 1, 2025 through April 30, 2026:

- (i) For truck with driver, to perform snow plowing:  
Hourly rate of \$ \_\_\_\_\_
- (ii) For truck with driver, for spreading of sand and/or salt:  
Hourly rate of \$ \_\_\_\_\_

- (iii) the maximum aggregate amount of fees payable by the Village during Season 2, regardless of the actual number of hours expended by Contractor, shall be \$\_\_\_\_\_.
- (c) For 3<sup>rd</sup> season (Season 3), from October 1, 2026 through April 30, 2027:
- (i) For truck with driver, to perform snow plowing:  
Hourly rate of \$ \_\_\_\_\_
  - (ii) For truck with driver, for spreading of sand and/or salt:  
Hourly rate of \$ \_\_\_\_\_
  - (iii) the maximum aggregate amount of fees payable by the Village during Season 3, regardless of the actual number of hours expended by Contractor, shall be \$\_\_\_\_\_.

**ALTERNATIVE B (RATE PER EVENT):**

For purposes of bids submitted in accordance with Alternative B, an “event” shall occur if any of the following Levels applies to any continuous weather event resulting in precipitation that accumulates on paved roads or streets within the Village:

Level 1: Ice/freezing rain requiring sanding and/or salting only, no plowing needed;

Level 2: Not more than two (2) inches accumulation;

Level 3: Accumulation greater than two (2) inches up to four (4) inches;

Level 4: Accumulation greater than four (4) inches up to six (6) inches;

Level 5: Accumulation greater than six (6) inches up to twelve (12) inches;

Level 6: Accumulation greater than twelve (12) inches up to eighteen (18) inches;

Level 7: Accumulation greater than eighteen (18) inches.

Each event will be verified with the National Weather Service, or similar nationally recognized weather data resource, for the area monitored by the National Weather Service (or similar nationally recognized weather data resource) that is geographically in closest proximity to the Village.

(a) For Season 1:

flat fee: (i) For truck with driver, to perform Snow Plowing, per event,

- Level 1: \$ \_\_\_\_\_
- Level 2: \$ \_\_\_\_\_
- Level 3: \$ \_\_\_\_\_
- Level 4: \$ \_\_\_\_\_
- Level 5: \$ \_\_\_\_\_
- Level 6: \$ \_\_\_\_\_
- Level 7: \$ \_\_\_\_\_

flat fee: (ii) For truck with driver, for spreading of sand and/or salt, per event,

- Level 1: \$ \_\_\_\_\_
- Level 2: \$ \_\_\_\_\_
- Level 3: \$ \_\_\_\_\_
- Level 4: \$ \_\_\_\_\_
- Level 5: \$ \_\_\_\_\_
- Level 6: \$ \_\_\_\_\_
- Level 7: \$ \_\_\_\_\_

(b) For Season 2:

flat fee: (i) For truck with driver, to perform Snow Plowing, per event,

- Level 1: \$ \_\_\_\_\_
- Level 2: \$ \_\_\_\_\_
- Level 3: \$ \_\_\_\_\_
- Level 4: \$ \_\_\_\_\_
- Level 5: \$ \_\_\_\_\_
- Level 6: \$ \_\_\_\_\_
- Level 7: \$ \_\_\_\_\_

flat fee: (ii) For truck with driver, for spreading of sand and/or salt, per event,

- Level 1: \$ \_\_\_\_\_
- Level 2: \$ \_\_\_\_\_
- Level 3: \$ \_\_\_\_\_
- Level 4: \$ \_\_\_\_\_
- Level 5: \$ \_\_\_\_\_
- Level 6: \$ \_\_\_\_\_

Level 7: \$ \_\_\_\_\_

(c) For Season 3:

(i) For truck with driver, to perform Snow Plowing, per event, flat fee:

Level 1: \$ \_\_\_\_\_

Level 2: \$ \_\_\_\_\_

Level 3: \$ \_\_\_\_\_

Level 4: \$ \_\_\_\_\_

Level 5: \$ \_\_\_\_\_

Level 6: \$ \_\_\_\_\_

Level 7: \$ \_\_\_\_\_

flat fee: (ii) For truck with driver, for spreading of sand and/or salt, per event,

Level 1: \$ \_\_\_\_\_

Level 2: \$ \_\_\_\_\_

Level 3: \$ \_\_\_\_\_

Level 4: \$ \_\_\_\_\_

Level 5: \$ \_\_\_\_\_

Level 6: \$ \_\_\_\_\_

Level 7: \$ \_\_\_\_\_

**ALTERNATIVE C (RATE PER SEASON):**

(a) For Season 1:

(i) Price for entire Season 1 to remove all snow from, and sand and salt, all Village streets regardless of number or level of events:

\$ \_\_\_\_\_;

(ii) Discount in percentage (%) and amount (\$) from Price in subclause (i) above if there are fewer than six (6) events in Season 1: \_\_\_\_\_%/ \$\_\_\_\_\_.

(b) For Season 2:

(i) Price for entire Season 2 to remove all snow from, and sand and salt, all Village streets, regardless of number or level of events:

\$ \_\_\_\_\_;

(ii) Discount in percentage (%) and amount (\$) from Price in subclause (i) above if there are fewer than six (6) events in Season 2: \_\_\_\_\_%/ \$\_\_\_\_\_.

(c) For Season 3:

(i) Price for entire Season 3 to remove all snow from, and sand and salt, all Village streets, regardless of number or level of events:

\$ \_\_\_\_\_;

(ii) Discount in percentage (%) and amount (\$) from Price in subclause (i) above if there are fewer than six (6) events in Season 3: \_\_\_\_\_%/ \$\_\_\_\_\_.

THE VILLAGE RESERVES THE OPTION TO CONTRACT FOR A ONE, TWO OR THREE-SEASON TERM, TO AWARD CONTRACT BASED UPON ANY OF THE ALTERNATIVES, TO AWARD FOR ANY TERM BASED UPON ANY OF THE ALTERNATIVES, OR TO ELECT NOT TO AWARD ANY CONTRACT. IF THE VILLAGE INITIALLY AWARDS FOR ONE SEASON TERM, THEN THE VILLAGE SHALL RETAIN THE OPTION TO EXTEND FOR THE SECOND SEASON, AND THEREAFTER FOR THE THIRD SEASON; IF THE VILLAGE INITIALLY AWARDS FOR A TWO-SEASON TERM, THEN THE VILLAGE SHALL RETAIN THE OPTION TO EXTEND FOR THE THIRD SEASON

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

Names

Addresses

_____	_____
_____	_____
_____	_____

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

Name of firm, corporation or individual submitting bid: \_\_\_\_\_

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

Name (Print):

Office (Print):

**VILLAGE OF BAXTER ESTATES**  
**CONTRACT FOR**  
**SNOW PLOWING, SANDING AND SALTING OF VILLAGE**  
**STREETS**

THIS CONTRACT, made as of the \_\_\_\_ day of \_\_\_\_\_, 2024, between the VILLAGE OF BAXTER ESTATES, having its place of business at 315 Main Street, Port Washington, New York 11050 (the “Village”), and \_\_\_\_\_, a corporation, having its principal place of business at \_\_\_\_\_ (“Contractor”).

**W I T N E S S E T H:**

In consideration of the mutual covenants and promises hereinafter contained the parties hereto agree as follows:

1. **Duration:** (a) This agreement is for a period of one (1) season(s) commencing on the date hereof and terminating on May 1, 2025 (the “Term”).  
(b) **Right of Village to Extend Contract.** At the time this Contract initially is awarded by the Village, the Village shall award the Contract either for all of Seasons 1 through 3, or for an initial term of Season 1 only. The resolution by which the Board of Trustees awards the Contract shall be attached hereto and made a part hereof. If the Village initially awards the Contract for Season 1 only, then the Village shall have the option to extend the Contract for Seasons 2 and 3, or for Season 2 only. If the Village elects to exercise its option to extend the initial term through Season 2 only, then the Village shall have the option to extend the Contract for Season 3. If applicable, the Village shall have until July 31, 2025, to exercise its option to extend the term of the Contract beyond Season 1. If applicable, the Village shall have until July 31, 2026, to exercise its option to extend the term through Season 3. The Village shall exercise its option(s) to extend by written notice of extension to the Contractor delivered to its address set forth in its proposal.
  
2. **Scope of Work; Specifications.** (a) Contractor shall furnish all vehicles, tools, equipment, and labor necessary for the snow plowing, sanding and salting of all Village streets listed below, in order to maintain same in a safe and passable condition for the free and uninterrupted flow of vehicular traffic during and throughout the Term:

Bayside Avenue  
Green Hays  
High Street  
Hilltop Road  
Locust Avenue  
Ridgeway Road  
Shoreview Road  
Woodcleft Avenue

Columbia Place  
Harborview Road  
Hillside Avenue  
Library Drive  
North Washington Street  
Sandy Hollow Lane  
Mullon Avenue  
Tianderah Road  
Overlook Drive (including  
dead end)

(b) The Board of Trustees reserves the right to add streets to and delete streets from this list. (The streets set forth above, including all additions thereto and deletions therefrom made by the Board from time to time, are hereinafter called the "Streets").

(c) Unless specifically notified to the contrary by the Village's Mayor, Village Clerk-Treasurer or any member of the Board of Trustees, Contractor shall be ready to, and shall, perform its obligations hereunder at any time of the day or night, and on any day of the week, including Sundays and holidays, with respect to each accumulation of snow, slush or ice, from the first fall of snow, frozen rain or formation of slush or ice, and within one half hour after notice from the Village; provided, however, that Contractor shall not commence work hereunder with respect to any accumulation of snow, slush or ice unless and until Contractor has been notified telephonically or in person by the Mayor, or any Village Trustee, or the Village Clerk-Treasurer, or by the Port Washington Police Department. Following each such notification, snow clearing operations, including push and pile and material spreading, shall commence upon any such notification, and shall continue until the accumulations of snow, slush or ice have been cleared to a feasible level acceptable to the Village and in conformity with generally accepted snow removal industry practices for usable roads. Upon completion of each satisfactory snow, slush or ice removal operation, the Mayor, or any Village Trustee, or the Village Clerk-Treasurer shall notify Contractor that the Village deems such operation satisfactorily completed (a "Release") or shall require Contractor to re-perform the services as necessary. Any call back for work subsequent to a Release shall be payable in accordance with Section 3 hereof.

(d) Plowing shall continue at regular intervals to prevent an accumulation of snow, slush or ice which would be hazardous to or interfere with the safe passage of traffic on the Streets. At the conclusion of any snowfall, Contractor shall perform a final plowing to open the roadbed of all streets. After the final plowing or between plowings in accordance with the directions of the Mayor, or any Village Trustee, or the Village Clerk-Treasurer, Contractor shall spread sand and/or rock salt at the

locations specified by the Mayor, or any Village Trustee, or the Village Clerk-Treasurer. Contractor shall free all catch basins of all accumulation of snow, ice or other obstacles which would prevent the flow of water into them. Contractor shall free all fire hydrants of all accumulations of snow and ice and shall render same clearly visible and accessible at all times. Notwithstanding the foregoing, Contractor shall comply in the event that the Mayor, or any Village Trustee or the Village Clerk-Treasurer notifies Contractor, telephonically or in person, to terminate work hereunder with respect to any accumulation of snow, slush, or ice.

(e) Contractor shall obtain all sand and salt used in the performance of this Contract from the Nassau County garage located at Bayview Avenue, Manhasset, or such other location as is designated by the County of Nassau. Contractor shall submit to the Village all receipts from Nassau County for all sand and salt obtained, by the times required under Section 3(b) hereof.

3. Payments. The Village, in consideration for Contractor performing the terms and conditions of this Contract:

(a) Shall pay to Contractor the following [**manually delete inapplicable alternatives**]:

**ALTERNATIVE C (RATE PER SEASON):**

(a) For Season 1:

(ii) Price for entire Season 1 to remove all snow from, and sand and salt, all Village streets regardless of number or level of events:  
\$ \_\_\_\_\_;

(i) Discount in percentage (%) and amount (\$) from Price in subclause (i) above if there are fewer than six (6) events in Season 1: \_\_\_\_%/\$\_\_\_\_\_

(b) For Season 2:

(i) Price for entire Season 2 to remove all snow from, and sand and salt, all Village streets, regardless of number or level of events:  
\$ \_\_\_\_\_;

(ii) Discount in percentage (%) and amount (\$) from Price in subclause (i) above if there are fewer than six (6) events in Season 2: \_\_\_\_%/\$\_\_\_\_\_

(c) For Season 3:



(i) Price for entire Season 3 to remove all snow from, and sand and salt, all Village streets, regardless of number or level of events:  
\$ \_\_\_\_\_;

(ii) Discount in percentage (%) and amount (\$) from Price in subclause (i) above if there are fewer than six (6) events in Season 3: \_\_\_\_%/\$\_\_\_\_\_

(a) Contractor shall be paid based upon signed claim forms, which must reflect all work performed hereunder through the fifth (5<sup>th</sup>) day prior to the submission of such claim form, and not addressed in a previously submitted claim form, and must have attached thereto receipts for all sand and salt obtained from the Manhasset facility, and not previously submitted by Contractor hereunder, that relate to all salt and sand obtained from the Manhasset facility through the fifth (5<sup>th</sup>) day prior to the submission of such claim form. Such claim form with attached salt/sand receipts shall be submitted to the Village Clerk-Treasurer at least one week prior to the regular monthly meeting of the Board of Trustees, which is presently held on the first Wednesday of each month.

(b) Contractor acknowledges and understands that the Village is adversely impacted if it does not receive on a timely basis all claims for work performed hereunder by Contractor and all receipts for salt or sand obtained from the Manhasset facility, as the Village is exposed to economic loss arising from any inability to recognize potential funding shortfalls arising from the amount of payments required hereunder, and from the potentially higher costs for salt and sand that may be incurred by the Village if the allocations thereof available to the Village at the Manhasset facility are insufficient for the Village's needs. Therefore, Contractor agrees that the Village shall be entitled to a 10% discount with respect to all amounts reflected on any claim form relating to a salt or sand receipt that is not timely submitted in accordance with the terms hereof.

(c) Contractor acknowledges and understands that the Village is adversely impacted if it does not receive on a timely basis a report from Contractor identifying all man-hours expended by Contractor on any accumulation of snow, slush or ice. Therefore, Contractor agrees to deliver to the Village within three (3) business days of the conclusion of any accumulation of snow, slush or ice, a signed report setting forth all such man-hours expended by Contractor with respect to such accumulation, identifying each Contractor employee expending such hours, and the hours expended by each of them.

4. Contractor Vehicles; Blade Edge Specification. Contractor shall employ one large, late model truck with heavy duty plow blade, with driver, for plowing; one large, late model truck with large hopper spreader with auxiliary engine, with driver, for sanding and salting; one medium, late model truck with heavy duty plow blade, with driver, for plowing; and one medium late model truck with large hopper spreader with

auxiliary engine, with driver, for sanding and salting; or substantially comparable equipment. All trucks and other vehicles employed by Contractor shall have rubber tires and such supplemental equipment for added traction if necessary, provided that same does not unreasonably adversely impact Village roads. No trucks or other vehicles having steel wheels or tracks shall be used. The cutting, or lower, edge of all blades shall be made of polyurethane or equivalent; steel edges are not acceptable.

5. No Assignment or Subcontracting. Neither the Contract nor any interest therein may be assigned, nor may the work hereunder be subcontracted, without the prior written consent of the Village, which may be withheld for any or for no reason. Any purported assignment or subcontracting in violation hereof shall be null and void and of no force or effect.

6. Expenses. Contractor shall furnish all labor, vehicles, trucks, tools and material necessary for the performance of this Contract at its own cost and expense, including any and all insurance, fees, pensions costs or other charges and expenses.

7. Inspection. The Village shall have the right to appoint or designate an inspector for the purpose of ascertaining whether or not Contractor is performing the terms of this Contract, and Contractor shall allow any such inspector free access to any and all equipment of Contractor at all times.

8. Insurance. Contractor will indemnify and save harmless the Village, its officers, agents and employees against all loss or expense, including costs and attorney's fees, by reason of any liability imposed by law because of bodily injury or death, or property damage, which may be incurred in connection with any of the operations contemplated by this Contract, whether or not contributed to or caused by the Village, its officers, agents or employees, and Contractor shall at all times carry public liability insurance with limits of not less than \$3,000,000 for injury or death on account of any one accident, and not less than \$1,000,000 for liability for property damage on account of all accidents. In addition, Contractor shall maintain at all times, in the same coverage amounts, automobile liability insurance for each vehicle operated, and contractual liability insurance to cover Contractor's indemnity obligations as set forth in this Section 8. Each such policy of insurance shall be issued by a company duly authorized to conduct an insurance business in the State of New York, and all policies shall provide for cancellation only upon ten (10) days' prior notice to the Village. An ACORD certificate for each such policy, duly signed and dated by the insurer, or on its behalf by its duly appointed agent, shall be furnished to the Village evidencing the coverages required by this Section 8.

9. Laws.

(a) Contractor shall comply with any federal, state, Village or other local laws, rules or regulations which may be in effect during the Term and shall procure at its own expense any licenses or permits, and shall pay any and all license fees or other charges, required in order to enable Contractor to perform its obligations hereunder.

(b) Contractor acknowledges its familiarity with the Labor Law of the State of New York, and Contractor expressly agrees that Contractor shall comply with all provisions thereof insofar as they are applicable to this Contract and the work contemplated hereunder, and the same are deemed to be incorporated in this Contract.

(c) This Contract shall be void and of no effect unless Contractor shall secure compensation for the benefit of, and keep insured during the Term, all employees of Contractor, in compliance with the provisions of the Workers' Compensation Law of the State of New York.

10. Default; Early Termination. (a) In the event of any default hereunder by Contractor, the Village may terminate this Contract upon written notice to Contractor, in which case this Contract shall be deemed terminated and of no further force or effect; provided, however, that the Village, in the event of any such termination, shall retain all of its rights, legal and equitable, provided hereunder or at law with respect to any such default. Without limiting the foregoing, Contractor shall be deemed in default hereunder in the event that Contractor fails to abide by any laws, rules, or regulations applicable to Contractor and the performance of its obligations hereunder. The Village, after giving notice to Contractor that the Contract is terminated upon Contractor's default, may immediately contract, or otherwise provide for the plowing and sanding and salting service contemplated to be provided by Contractor hereunder, with the cost thereof, together with any other expense or damage, to be paid, or reimbursed to the Village, by Contractor.

(b) Furthermore, the Village may terminate this Contract by written notice to Contractor delivered within thirty days prior to any May 1 during the Term, if the Village is dissatisfied for any reason with Contractor's performance hereunder during the then-current year of the Term, even though Contractor is not in default hereunder. In such event, the Contract shall be deemed terminated as of the May 1 that occurs immediately after such notice is sent.

(c) The rights of the Village upon termination for Contractor's default include the following:

(i) In addition to the Village's right to terminate this Contract, and without any limitation thereon, Contractor shall pay to the Village the sum of one thousand (\$1,000.00) dollars for each calendar day after such termination that any

work or services required to be performed hereunder are not performed due to the inability of the Village to contract with another qualified contractor in sufficient time to prevent an interruption of plowing, sanding and salting service. In view of the difficulty of ascertaining the loss and expense which the Village will suffer by reason of delays in the performance of the work and services to be provided hereunder, such sum is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages that the Village will suffer by reason of such failures and default and not as a penalty, unless such failures shall have been caused by some act or omission on the part of the Village or for some other reason entirely beyond the control of Contractor. Nothing contained herein shall be deemed or construed as limiting the Village's right to seek other damages incurred by it as a result of a breach of this agreement by Contractor and resulting termination by the Village.

(ii) The Village shall have the right and is hereby authorized to deduct and retain the amount or amounts of such liquidated damages as may accrue hereunder out of the moneys which may be due or become due to Contractor under this Contract, or if such moneys are not sufficient to meet said expense, the amount of the deficiency shall be paid to the Village by Contractor or his surety.

(iii) In addition to any remedies available to the Village under this Contract, by law or in equity, in the event Contractor fails or refuses to perform any of the terms or conditions of this Contract, at its sole option, the Village may undertake to perform or cause another party to perform such term or condition on behalf of Contractor and deduct and retain the amount or amounts so expended by it out of the moneys which may be due or become due to Contractor under this Contract. By way of illustration and not limitation, upon Contractor's failure to obtain or maintain the insurance hereunder, the Village may advance the premiums therefore to effectuate such insurance and obtain reimbursement from Contractor.

11. Incorporation by Reference of Provisions Required by Applicable Law. Each and every provision of law and clause required by applicable law to be inserted in this Contract shall be deemed inserted herein and this Contract shall be read and enforced as though such provisions or clause were expressly contained herein. If through mistake or otherwise any such provision or clause shall not have been inserted or is incorrectly inserted, upon notice from either party to the other containing such omitted or improperly inserted provision or clause, this Contract shall be deemed amended to make or correct such insertion. This section shall survive termination of this Contract.

12. Disputes. In the case of a dispute, Contractor shall continue work until a resolution of such dispute is reached, or in case an adjustment cannot be made, until the matter shall have been finally adjusted or adjudicated.

13. Non-Discrimination. During the performance of the Contract, Contractor agrees that:

(a) in the hiring of employees for the performance of work under the Contract or any permitted subcontract thereunder, no contractor, subcontractor, or any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, national origin, sex, or disability, discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

(b) no contractor, permitted subcontractor, or any person on behalf of any contractor or permitted subcontractor shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under the Contract on account of race, creed, color, national origin, sex or disability;

(c) the Contract may be cancelled or terminated by the Village, and all monies due or to become due thereunder may be forfeited, for a second or any subsequent violation of the terms and conditions of the provisions of this Section 13 of the Contract.

14. Waiver of Immunity. Contractor hereby agrees to the provisions of Sections 103-a and 103-b of the New York State General Municipal Law, which require that, upon the refusal of a person when called before a grand jury to testify concerning any transactions or contract had with the Village or with any public department, agency, or official thereof, or any political subdivision thereof, or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

(a) 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 proposals to or receiving awards from or entering into any contracts with the Village or any public department, agency, or official thereof, for goods, work, or services, for a period of five (5) years after such refusal, and

(b) any and all contracts made with the Village or any public department, agency, or official thereof, since the effective date of such law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director, or officer may be cancelled or terminated by the Village without incurring any penalty or damages on account of such cancellation or termination but any monies owing by the Village for goods delivered or work done prior to the cancellation or termination shall be paid.

15. Damage to Village Property. Contractor shall repair or replace to the satisfaction of the Village any and all damage done to any Village streets or property incurred in performance of this Contract.

16. Miscellaneous.

(a) The Contract Documents, including this Contract, the Instructions to Bidders, Bidders' Qualifications, Insurance Certificates and Bid Proposal, represent the entire agreement of the parties and all provisions and understandings are merged herein.

(b) No modification of the Contract Documents shall be valid or enforceable unless in writing and executed by the respective parties hereto.

(c) If any term or provision of this Contract shall become or be declared void, illegal or of no force or effect, or shall be altered by any modification or amendment, all other terms and provisions of this Contract shall continue to remain in full force and effect.

(d) This Contract shall be binding upon the respective parties hereto and their respective agents, successors, employees and permitted assigns.

IN WITNESS WHEREOF, the respective parties hereto have caused this document to be executed by their respective authorized officers as of this \_\_\_ day of 2024.

INCORPORATED VILLAGE  
OF BAXTER ESTATES

By: \_\_\_\_\_  
Nora Haagenson, Mayor

By: \_\_\_\_\_  
Name:  
Title:

STATE OF NEW YORK)  
                                          ) ss.:  
COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came Nora Haagenson, to me known, who being by me duly sworn, did depose and say that he resides at 5 Hillside Avenue, Port Washington, New York, that she is the Mayor of the Incorporated Village of Baxter Estates, a municipal corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto, on behalf of said municipal corporation, pursuant to an authorizing resolution duly adopted by the Board of Trustees of said municipal corporation.

\_\_\_\_\_  
Notary Public

Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ): ss:

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ before me, the undersigned, a Notary Public in and for said state personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

Commission Expires: \_\_\_\_\_