

FORM OF CONTRACT

THIS CONTRACT (“Contract”) is made as of this ____ day of April, 2026, 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 _____ located at _____ (“Contractor.”)

1. SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, 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, Notice to Bidders, Instructions to Bidders, Form of Bid accepted, Non-Collusive Bidding Certification, 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

This Contract shall be for an initial term commencing April 13, 2026, and ending December 31, 2026, provided, however, that the Village reserves the option to extend the Contract for an additional term commencing April 12, 2027, through December 31, 2027, upon delivering written notice to Contractor of election to extend by not later than March 15, 2027. [Alternative B: This Contract shall be for two seasons, an initial season commencing April 13, 2026, and ending December 31, 2026, and a second season commencing April 12, 2027, through December 31, 2027.]

4. INDEMNIFICATION

Contractor shall be solely responsible and liable for and shall fully protect and indemnify and save harmless Village and all elected officials, officers and employees of Village (“Village Parties”) from and against any and all claims, actions, suits, actions, judgments, damages, 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 or persons (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 occasioned by or resulting from the execution of the work under the Contract by Contractor, its agents, servants, or employees, or its subcontractors, vendors, materialmen or any other person having anything whatsoever to do 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 participation in the wrong by 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 to be performed under this Contract, and Contractor agrees to 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.

The obligation of Contractor 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 or company having anything whatsoever to do in connection with Contractor's performance of such work, or on the part of Village, its agents, servants, or employees. The indemnification obligation of Contractor 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. The approval by Village of the methods of doing the work, or failure of Village 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 any such injury to person (including death), or injury or damage to property.

5. CERTIFICATES OF INSURANCE

Before commencing work pursuant to this Contract, 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, the Contractor shall be ready to perform the work under this Contract 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 contemplated hereunder 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 materials 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, any and all laws, ordinances, rules, and regulations of the Federal, State, County, and local government, which pertain to or are otherwise applicable to any of the work to be performed hereunder (“Legal Requirements”).

9. REMOVAL OF WORKERS

Upon the request of the Village, the Contractor shall cease utilizing, in performing this Contract, any of its agents, employees or supervisors who are deemed unacceptable by the Village.

10. REPRESENTATIONS OF CONTRACTOR

The Contractor represents and warrants as follows:

- (a) The Contractor will perform all of the work contemplated hereunder in a good and workmanlike manner, in accordance with Legal Requirements and the Contract Documents;
- (b) The Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient assets, vehicles, and working capital to perform the work contemplated hereunder.

- (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 contemplated to be performed hereunder, 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 states that it is familiar with the provisions of Article 5-A of the General Municipal Law of the State of New York, as amended, and particularly with Sections 103-a, 103-b and 103-c thereof.

(b) Contractor states 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 it 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 contemplated hereunder;

(iv) Contractor refuses or fails to perform the work contemplated hereunder, or any part thereof;

(v) Contractor fails timely to pay any person or entity supplying labor or materials in connection with the work contemplated hereunder; 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 contemplated hereunder 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 contemplated hereunder 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), 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 of the parties 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 federal or state courts located within the counties of Nassau or Suffolk, New York.

STATE OF NEW YORK)

SS:

COUNTY OF NASSAU)

On this ____ day of April, 2026, before me personally came, Nora Haagenson, to me personally known, who, being by me duly sworn, did depose and say that she resides at 5 Hillside Avenue, Port Washington, NY 11050; 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 April, 2026, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that they reside at _____; that they are the _____ of _____, the corporation described in and which executed the foregoing instrument; that they know the seal of said corporation/limited liability company/partnership/other entity; 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 they signed their name thereto by like order.

EXHIBIT A

GENERAL CONDITIONS

1. Contractor shall provide all of the work, labor, supplies, materials, and equipment necessary for the sweeping and cleaning of Village streets during the spring, summer and fall of 2026, and, if Village exercises its option to extend the Contract for an additional term, then also during the spring, summer and fall of 2027.
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 to be done and/or the services to be rendered under the Contract.
3. The Contractor represents that it is fully informed as to the extent and character of the work, labor, supplies, materials, or equipment required, and can perform the work, furnish the supplies, materials, 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 materials, supplies, or the work to be performed or provided by Contractor under the Contract, or in any other portion of the profits thereof.
5. The 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. Pursuant to the Labor Law of the State of New York, Contractor shall pay to each employee engaged in work under the Contract not less than the prevailing

wage rate for the trade or occupation in which they are 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 of its subcontractors 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 the Contractor or used by the Contractor in the

prosecution of the work under this contract, shall be in amounts not less than those specified in “A” above.

- C. Contractor shall take out 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 sweep and clean the roadways of all Village streets listed below and such additional streets as may be designated by the Village Clerk-Treasurer during the Contract term, in accordance with the schedule set forth below and shall provide the initial clean-ups described below.

2. The Village streets that are the subject of this Contract are:

Sandy Hollow Lane	Bayside Avenue
Tianderah Road	Ridgeway Road
Locust Avenue	High Street
Library Drive	Columbia Place
Harborview Road	Hilltop Road
Shoreview Road	Green Hays
Woodcleft Avenue	Hillside Avenue
North Washington Street	Overlook Drive including dead end portion
	Sandy Hollow Road (south side of street #4 to #54)

3. Schedule

A. Initial Clean-Up.

By not later than April 21, 2026, Contractor shall perform an initial clean-up by removing from the streets listed in Paragraph 2 hereof all accumulations of dirt, sand, and debris.

B. Schedule of Sweeping Dates after Initial clean-up for **2026** is as follows:

May 12	July 14	September 15	November 10
May 26	July 28	September 29	November 24
June 9	August 11	October 13	
June 23	August 25	October 27	

This schedule and number of dates may be changed from time to time at the discretion of the Village in order to maintain the Village's road maintenance program. Furthermore, the Village may elect to exchange not more than two (2) of the scheduled days for dates between October 1, 2026, and December 31, 2026.

C. If Village exercises its option to extend the Contract for 2027, then by not later than April 27, 2027, Contractor shall perform an initial clean-up by removing from the streets listed in Paragraph 2 hereof all accumulations of dirt, sand and debris, and the Schedule of Sweeping Dates for **2027** is as follows:

May 11	July 13	September 14	November 9
May 25	July 27	September 28	November 16
June 15	August 10	October 12	
June 29	August 24	October 26	

This schedule and number of dates may be changed from time to time at the discretion of the Village in order to maintain the Village's road maintenance program. Furthermore, the Village may elect to exchange not more than two (2) of the scheduled days for dates between October 1, 2027, and December 31, 2027.

4. Contractor shall utilize a mechanical sweeper in good operating condition for the initial clean-up to pick-up sand and debris that have accumulated on the roads over the winter, equipped with: rotary brooms on each side of the front end and a single, full width reel type broom in the rear. For all subsequent sweeps, Contractor shall utilize a regenerative air sweeper (Tymco 600 or equivalent model) capable of picking up debris as opposed to exhausting it into the atmosphere for the remaining sweeps. All vehicles used by Contractor shall have rubber tires. No vehicles having steel wheels or tracks shall be used. Unless specifically notified to the contrary by the Mayor or Village Clerk-Treasurer, Contractor shall be ready to and shall perform its obligations hereunder at any time of the day and on any day of the week including Sundays and holidays. Both types of sweepers must be in good operating condition, suitable in appearance, and equipped with a spray attachment which will ensure that a continuous stream of water is sprayed on the roadbed during each sweeping operation. All trucks and sweepers under contract with the Incorporated Village of Baxter Estates must be inspected by the Port Washington Water District ("Water District"). After inspection and approval by the Water District, a hydrant permit will be issued. All tank trucks must comply with prevailing requirements of the Water District for back flow and back-siphonage prevention.

5. On each sweeping date, Contractor shall make a minimum of two (2) passes on each side of the road during each sweeping operation.

6. Sweeping will be performed at times that will not interfere with garbage collection or when school buses are on the roads. In the event of rain, the sweep will be rescheduled for another day during the same week, with preference to Thursday.

7. All sand, dirt and debris picked up by Contractor shall be dumped outside of the Village in accordance with applicable governmental rules and regulations, and all costs and fees in connection with such dumping shall be the responsibility of Contractor.

8. 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). These payments shall amount to 90% of the total amounts stated in said vouchers and approved by the Village Trustee charged with Streets and Roads "Road Commissioner". The 10% retainage shall be due and payable upon satisfactory completion of this contract by Contractor and no further vouchers need be submitted for said retained percentage.

9. Additions or deletions from the scheduled sweepings provided in Paragraph 3 hereof shall result in additions or reductions in the contract amount.

Dated: _____, ____ 2026
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 they 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

AUTHORIZING RESOLUTION OF BIDDER ENTRY

Let it be **RESOLVED** that _____ (Name of Corporation, Limited Liability Company, Partnership or other Entity) be authorized to sign and submit the bid or proposal of this corporation for the Sweeping and Cleaning of Village Streets in the Village of Baxter Estates during the Spring, Summer and Fall of **2026** and, at the Village's option, **2027** 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 entity, and for any inaccuracies or misstatements in such certificate this entity shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____, a [corporation/limited liability company/partnership/other entity], at a meeting of its Board of [Directors/Members/Managers/Partners/Others] held on the _____ day of _____, 2026

(CORPORATE SEAL)

Secretary

2026 SWEEPING & CLEANING BID SHEET

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 BID.**

Qualified Vendors:

Pursuant to and in compliance with your Notice to Bidders and Instructions to Bidders dated _____, the undersigned state that they has examined the Notice to Bidders, Instructions to Bidders and Specifications dated _____ and that they understands the same and that the undersigned hereby offers to perform for the Village of Baxter Estates in accordance with said Specifications at the following prices, which prices include all incidental work, labor costs, tipping fees and taxes, if any.

	<u>2026</u>	<u>2027</u> (If Village Option is exercised)
Lump sum price for initial clean-up	\$ _____	\$ _____
Lump sum price for 12 scheduled sweepings Per year after the initial clean-up	\$ _____	\$ _____
Unit price for additional sweeping(s) to be conducted at request of Village (upon 24 hours notice) during the sweeping season	\$ _____	\$ _____
Unit price for additional sweeping(s) to be conducted at request of Village (upon 24 hours notice) outside the sweeping season	\$ _____	\$ _____

NOTE: BIDDER MUST BID ON ALL 8 ITEMS OR BID WILL BE REJECTED.

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

Date: _____ Name of Bidder _____

By: _____
Signature, Title