

TOWN OF NEW BALTIMORE  
3809 County Route 51  
Hannacroix, NY 12087

**2023-2024 Snow Plowing/Removal  
Request for Proposals**

**GENERAL CONDITIONS- Exhibit "A"**

1. Proposal Documents consist of the General and Special Conditions (Exhibit "A"), Proposal Form and Contractor's Affidavit (Exhibit "B") the Detailed Specifications (Exhibit "C"), Non-Collusion Affidavit (Exhibit "D"), and Contract Form, (Exhibit "E")
2. PROPOSALS WILL NOT BE CONSIDERED UNLESS SUBMITTED ON TOWN FORMS.
3. Proposals must be typewritten, or written in ink, and must be signed by the Contractor on the enclosed form.
4. Proposals shall be delivered to the Town Hall, 3809 County Route 51, Hannacroix, NY 12087 IN SEALED ENVELOPES MARKED AS TO THE CONTENTS or emailed to [clerk@townofnewbaltimore.org](mailto:clerk@townofnewbaltimore.org).
5. Proposals must remain firm for ninety (90) days from date of proposal opening and cannot be withdrawn during this period.
6. The Town of New Baltimore reserves the right to accept or reject all or any portion of any proposals submitted, and to make awards that will serve the best interest of the town.
7. The Contractor agrees that ALL the items herein enumerated shall be SUBJECT TO INSPECTION by employees of the Town or by qualified agents of the Town, and should they not be in conformity with the specifications, the Contractor agrees to remove the same from the Town's premises UPON DUE NOTICE.
8. The Contractor agrees that, if awarded the contract for the items herein specified, he WILL NOT ASSIGN, TRANSFER OR SUBLET the contract or purchase order.
9. The Contractor does hereby agree that, if awarded the contract, he will indemnify and save harmless the Town of New Baltimore, the Town Board, Employees and Agents – from all suits and actions of every nature and description brought against them, or any of them growing out of any contract or contracts written or verbal, entered into between the successful Contractor and the Town.
10. Proposals must be done in full compliance with applicable laws of the Town of New Baltimore Town Code.

## **SPECIAL CONDITIONS**

### **1. CONTRACTOR'S INSURANCE**

- (a) General – Before or at the execution of a Contract, provide the Owner with certificates of insurance evidencing the coverage required; have all primary and excess liability policies contain the following clause: “Thirty (30) days written notice of any cancellation, non-renewal, limit or coverage reduction is to be sent to the Owner by Certified Mail” and all insurance policies must be written by an Insurance Company licensed and authorized to do business in New York and acceptable to the Owner. The bond is to be approved by the Town. All insurance policies must be written by an Insurance Company licensed and authorized to do business in New York and acceptable to the Owner.
- (b) Worker's Compensation and Employer's Liability Insurance – Worker's Compensation Insurance in statutory required limits for the protection of all employees. Provide Employer's Liability Insurance in limits of not less than \$500,000 bodily injury each accident.
- (c) Commercial General Liability Insurance – Includes: Products/Completed Operations; Blanket Contractual Liability – All Written & Oral Contracts; premises and operations liability; explosion, collapse and underground; personal injury; independent contractors; broadform property damage; severability of interest provisions; personal injury and advertising liability; premises medical payments; fire damage legal liability – real property; incidental malpractice (including employees); non-owned watercraft; and automatic coverage for newly acquired entities. The minimum limits for Commercial General Liability policy will be \$1,000,000 Each Occurrence.
- (d) Commercial Automobile Liability Insurance - covering all owned, hired, leased and non-owned vehicles with a minimum limit of liability of \$1,000,000 per occurrence.
- (e) The Commercial General Liability and Automobile Liability policies will name the Town of New Baltimore as Additional Insured.
- (f) Proof of Insurance – Before commencing work, furnish to the Town an original certificate of insurance outlining the coverages detailed above. The certificate will also indicate the Additional Insured status of the Town and the appropriate cancellation/nonrenewal notice wording.

The insurance company certificates will be in standard ACORD form and will contain the address and phone number of the insurance company or insurance agent. If appropriate, the Town reserves the right to request certified copies of the contractor's insurance coverages.

**PROPOSAL FORM (Exhibit “B”)**

NOTE: CLEARLY MARK OUTSIDE OF SEALED PROPOSAL WITH IDENTIFICATION AS

1. Snow Removal/Plowing Services 2023-2024
2. The name of the company or corporation submitting the proposal.

**ALL CONTRACTORS MUST USE THIS FORM, OR AN EXACT DUPLICATE FOR  
SUBMITTING PROPOSALS**

Contractors must return the following:

- 1) Proposal Form
- 2) Non-Collusion Affidavit

**FORM OF PROPOSAL**

**PLACE:** Town Hall 3809  
County Route 51  
Hannacroix, NY 12087

**PROPOSAL DUE DATE:** **October** \_\_, 2023 by 11:00 AM

**PROPOSAL AWARD:** November 1, 2023

**TO:** TOWN OF NEW BALTIMORE

The undersigned, \_\_\_\_\_, after complete examination of the  
(name of Contractor)  
specifications and contract form of documents, hereby proposes to furnish all equipment, materials, and labor (as required) for: **Snow Removal/Plowing Services** listed below, together with all incidentals thereto, in accordance with the enclosed specifications which are understood as being part of this proposal.

**COST FOR SERVICES (December 1, 2023-November 30, 2024)**

1. Contractor may propose on one-year option or up to three-year options.
2. Provide total hourly rate for one (1) man and One (1) Truck.
3. The hours needed for these services will be based on snow fall and declared snow emergencies

<b><u>PLOW SIZE</u></b>	<b><u>HOURLY RATE</u></b>
<b>8' TO 9 ½''</b>	\$ _____
<b>10' TO 11'</b>	\$ _____
<b>11 ½' AND UP</b>	\$ _____
<b>Backhoes 1 CY Minimum</b>	\$ _____
<b>Loaders 1 ½ CY Minimum</b>	\$ _____

**Proposals will be awarded based on the lowest proposal rate per hour by type of equipment.**

The Contractor understands that the Owner reserves the right to reject any or all proposals, and to waive any informalities in the Proposing.

The Contractor agrees that this proposal shall be good for a period of ninety-days (90) after the scheduled closing time for receiving proposals and may not be withdrawn during this period.

The undersigned does further agree, within fifteen (15) days or receipt of written notice of the acceptance of this proposal to execute the formal contract bound in the specification.

**SEAL IF PROPOSAL IS BY A CORPORATION**

\_\_\_\_\_  
Business Name

By \_\_\_\_\_

\_\_\_\_\_  
(Signature of Contractor)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Business Phone

\_\_\_\_\_  
Business Fax

\_\_\_\_\_  
Email

A PARTNERSHIP MUST GIVE THE FIRM NAME AND SIGNATURE OF PARTNER WITH TITLE. A CORPORATION MUST GIVE THE FULL CORPORATE NAME, SIGNATURE OF OFFICIAL WITH TITLE.

**PROPOSAL SPECIFICATION-EXHIBIT “C”**

**GENERAL INFORMATION**

These specifications describe the terms and conditions for SNOW REMOVAL OPERATIONS under the contract for the Town of New Baltimore. The Town is requesting services from one or more contractors to aide in the snow removal services of the Township’s roadways. The equipment and operators shall be available on a twenty-four (24) hour, seven (7) day a week basis during the contract winter season with a one-hour reporting time.

1. Truck with plow and experienced operator, fully licensed under the laws of the State of New York to operate the equipment: **Plow width to be 8’ minimum.**
2. Backhoes and Wheel Loaders with experienced operator fully licensed under the laws of the State of New York; 4-wheel drive, Rubber Tires, 1 CY. Bucket min on Backhoes, 1.5 CY minimum on Wheel Loaders.
3. The Town will be awarding contracts for trucks, wheel loaders and backhoes. The Town will award more than one contract if necessary.
4. Work will be in Town of New Baltimore, Greene County, on an as-needed basis.
5. Equipment must conform to all applicable laws for that type of Equipment including operator with valid license. All equipment must conform to NY Motor Vehicle Code.
6. Trucks, Backhoes and Wheel Loaders must have yellow strobe lights.
7. Equipment sizes will be verified prior to use.
8. Breakdown Time-any vehicle which is not in service due to mechanical problems will be considered out of service. Hourly rates paid for in-service time. It is the responsibility of the contractor to keep accurate hours and submit to the Town Highway Superintendent.
9. Backhoes and Wheel Loaders will be assigned to areas within the Town of New Baltimore for clearing of snow. The decision to use loaders will be at the discretion of the Town of New Baltimore, depending on the snow storm.
10. All trucks when in use for the Town of New Baltimore must have an activated cellular phone, with the phone number available to New Baltimore Town personnel. Contractors are responsible for supplying their own cell phones.

11. All streets assigned to the contractor will be plowed curb to curb, with close attention being paid to medial strips, right and left turn slots, and curb lines. When each road is completed it will be the operator's responsibility to call the Town Highway Superintendent and report same. The Town Highway Superintendent or Designee will check all roads to be sure that they are completed. Only roads approved by the Town as being properly cleared will be paid for.
12. Should any of the contractor's vehicles become involved in any type of mishap (i.e. mailboxes, street signs, curb damage, etc.) or accident, they will immediately notify the Town Highway Superintendent and the Greene County Sheriff. If the accident involves personal injury or vehicle damage, they will remain on the scene until further notice by dispatcher or police officer.
13. The following personnel are authorized to call out the contractor(s) for snow plowing: Town Highway Superintendent, Deputy Highway Superintendent, Town Supervisor, and Deputy Town Supervisor.
14. Proposals will be awarded based on lowest proposal Rate per hour, by Type of Equipment (plow size). Contractor will be responsible to provide qualified and experienced operators to operate equipment. The Town may award more than one (1) Proposal as needed for best results.

Response Time:

Contractors shall be available on a twenty-four (24) hour, seven (7) day a week basis during the contract winter season and will be required to respond within (1) hour of the callout for winter service to Town of New Baltimore through the Town Highway Superintendent and the Highway Department. Contractors should be located within 15 miles of the Town of New Baltimore, Greene County.

Experience:

Operators of Trucks, Backhoes and Wheel Loaders must have a minimum of five-year's experience plowing snow for commercial accounts and/or municipalities.

**NON-COLLUSION AFFIDAVIT (Exhibit "D")**

Contract No. \_\_\_\_\_

State of \_\_\_\_\_ :

County of \_\_\_\_\_ :  
:s.s.

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of my firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Proposal.

I state that:

(1) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, Contractor, or potential Contractor.

(2) Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a Contractor or potential Contractor, and they will not be disclosed.

(3) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

(4) The proposal of my firm is made in good faith and not pursuant to any agreement of discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

(5) \_\_\_\_\_, its affiliates, subsidiaries, officers,  
(Name of my firm)  
directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposals or any public contract, except as follows:



I state that \_\_\_\_\_ understands and  
(Name of my firm)

acknowledges that the above representations are material and important, and will be relied on by the Town of New Baltimore in awarding the contract(s) for which this Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the true facts relating to submission of Proposals for this contract.

\_\_\_\_\_  
(Name and Company Position)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS \_\_\_\_\_

Day of \_\_\_\_\_ 2023

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

My Commission Expires

**CONTRACT (Exhibit E)**

AGREEMENT, made this      day of                      by and between the Town of New Baltimore, Greene County, New York, hereinafter called “Owner”, and a Corporation organized and existing under the laws of the State of a partnership consisting of the following members:

an individual, of    State of  
hereinafter called Contractor.

WITNESSETH, that the Contractor and Owner for consideration named herein agree as follows:

**ARTICLE 1. – SCOPE OF WORK**

The Contractor shall in a first class manner, deliver and furnish all of the materials and or equipment, provide any labor required to effectuate the proper operation and/or installation of said item entitled in strict and complete conformity with the contract documents and specifications dated the Contractor shall do everything required by this Agreement and the contract documents provided herein.

**ARTICLE 2. – PAYMENT AND CONTRACT SUM**

Owner shall pay Contractor for the performance of this Contract, subject to additions and deductions. Final payment shall not be paid to Contractor until after final inspection and acceptance by the Owner.

**ARTICLE 3. – TIME OF COMPLETION**

This contract will expire on November 30, 2024.

**ARTICLE 4. – CONTRACT DOCUMENTS**

The contract documents shall consist of the following:

- (1) Advertisement for Proposals
- (2) Instructions and Supplementary Instructions to Contractors
- (3) Actual Proposal (Proposal) submitted by Contractors
- (4) This Agreement

TOWN OF NEW BALTIMORE  
CONTRACT (cont'd):

- (5) Specifications in their entirety
- (6) Addenda (if any)
- (7) Insurance Certificates required

ARTICLE 5. – INSURANCE PRIOR TO COMMENCING WORK

Contractor shall furnish Owner with executed Certificates of Insurance in form and with such companies deemed appropriate by Owner, as required by the contract documents.

ARTICLE 6. – CONTRACTOR REPRESENTS AND WARRANTS AS FOLLOWS:

(a) That it is financially solvent and that it is experienced in and competent to furnish the materials, supplies or equipment and,

(b) That it is familiar with, and will in performing this contract, abide by all Federal, State, Municipal and Department Laws, Statues, Ordinances and Regulations which in any way affect the items to be supplied herein and shall in any way affect employees, wages paid, their employment and materials and equipment used by Employer to perform the work herein;

(c) That such items required by the contract documents can be satisfactorily used for the purposes for which it is intended, and are new and unused, and

(d) The Contractor specifically warrants to the Town that the Contractor has carefully examined the contract documents and this Agreement and is familiar with the contents and legal effect of all the contract documents and this agreement.

(e) The Contractor specifically warrants to the Town that the Contractor is authorized, licensed, and registered to do business in the State of New York.

ARTICLE 7. – This Agreement shall extend to and be binding upon the respective heirs, administrators, executors, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed and set their hands and seals on the day and year first above written.

TOWN OF NEW BALTIMORE

BY: \_\_\_\_\_

Jeff Ruso,  
Town Supervisor

ATTEST: \_\_\_\_\_

AFFIX  
SEAL  
HERE

(CORPORATE CONTRACTOR)

\_\_\_\_\_

BY: \_\_\_\_\_

President

ATTEST: \_\_\_\_\_

AFFIX  
SEAL  
HERE

**HOLD HARMLESS CLAUSE**

The contractor shall indemnify and save harmless the Town from and against all losses, claims, demands, payments, suits, actions recoveries, and judgments of every nature and description brought against or recoverable from the Town of New Baltimore by reason of any act or omission of the contractor, his agents, employees or assigns, and any entity acting in the contractor's behalf and on the contractor's direction in the execution of or failure to execute the work or in consequences of any negligence or carelessness connected with the execution of or failure thereof of any work and any activities directly or indirectly incidental thereto. This specifically includes any negligence or carelessness of the contractor in failing to review or in the review of all plans, specifications, ordinances, rules, regulations and other documents published by the Town of New Baltimore or other agencies, governmental or otherwise, in connection with the preparation and award of the contract.

The contractor shall assume all risk and bear any loss for injury to the property of or to any person, which is caused by the negligence of the contractor including his negligent failure to notify the Town of New Baltimore of any dangerous condition requiring Town action, during the period including periods when the contractor is not present on the site but during the progress of work provided for in the contract until the same shall have been completed and accepted in writing or by formal Town Board approval. The contractor shall also assume all responsibility for any and all loss by reason of the contractor's negligence or violation of any local, state, or federal law, regulation, practice, or order. The contractor shall give to the Town authorities and all other appropriate authorities all required notices in writing relating to the work for which the contract was let including all notices of any dangerous conditions, and what precautions contractor is taking to protect against same.

The contractor is executing this agreement represents to the Town of New Baltimore that the contents of the Hold Harmless Clause have been communicated to any subcontractors or employees and that this representation is made on behalf of both himself and all persons or organizations acting on contractor's behalf including any subcontractors.

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

\_\_\_\_\_  
President

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Secretary