
Contract for Snow Removal Services AGREEMENT

This AGREEMENT, entered into this ____ day of _____ 2017 by and Between the Town of Rochester, New York a municipal corporation organized and existing under the laws of the State of New York (mailing address: P.O. Box 65, Accord, New York 12404), hereinafter called the Town, and _____ (mailing address: _____ hereinafter called the contractor.

WITNESSED, THAT THE Town and the Contractor, for the hereinafter named, agree as follows:

ARTICLE 1. WORK TO BE DONE:

That the Contractor is hired and agrees, when called in at the discretion of the Town of Rochester Superintendent of Highways, to perform any and all services rendered to the Town with respect to snow removal, including but not limited to, the plowing and sanding of the following roadways and areas for the winter season of 2016/2017:

Shawangunk Dr, Old Minnewaska Trail, Sidney St, Cedar Ln, Bridge Rd, Project 32, Sherman Rd, Devou Ln, School Rd, First Aid Denkenson Rd, Windfield corners, Stonehouse Rd, Accord Firehouse, Rochester Firehouse Vantine Rd, Sheldon Rd, Sunset Dr, BeeHive Rd. Also Pompeys cave Rd, Church St, Creek Rd, Knob Hill, Dejager Rd Meadow Ln, Alligerville Firehouse

ARTICLE 2. COMPENSATION:

As compensation for the services performed under this agreement, the Town shall pay the Contractor at the rate of \$ **70.00** per hour for sanding and plowing. Payment shall be made monthly upon approval of the Highway Superintendent and Town Board audit.

ARTICLE 3. CONTRACTORS INSURANCE:

The Contractor shall not commence work under this contract until (he/she) has Obtained all insurance required under this paragraph and such insurance has been approved by the Town.

- (a) Compensation Insurance -~~the~~ Contractor shall take out and maintain during the life of this contract Worker's Compensation for (his/her/its) employees to be assigned to work hereunder.
- (b) General Liability and Property Damage Insurance -~~The~~ Contractor shall take out and maintain during the life of this contract such general liability and property damage insurance as shall protect (him/her/it) from claims for property damage for personal injury including accidental death, as well from claims for property damages for personal including accidental death, as well as from claims for property damage which may arise from operations under this contract.

The amounts of insurance shall be as follows:

Combined Liability Insurance in an amount not less than \$1,000,000 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of any one occurrence.

Property Damage Insurance in an amount not less than \$1,000,000 for damage on Account of all occurrences.

The Contractor shall furnish the above insurances to the Town and shall also name the Town as an additional named insured in said policies.

- (c) Any accident, while performing services under this contract, shall be reported to the office of the Highway Superintendent as soon as possible and not later than twenty-four hours from the time of such accident. A detailed written report must be submitted to the Highway Superintendent as soon thereafter as possible and not later than three (3) days after the date of such accident.

ARTICLE 5. REPRESENTATIONS OF CONTRACTOR:

The Contractor represents and warrants:

- (a) That he is financially solvent and that he is experienced in and competent to perform The type of work to be performed by him; and
- (b) That he is familiar with all the federal, state, municipal and department laws, ordinances and regulations which may in any way affect the work or those employed therein.

ARTICLE 6. PERMITS AND REGULATIONS :

The Contractor shall procure and pay for all permits and licenses necessary for the Services rendered hereunder.

ARTICLE 7. TOWN'S RIGHT TO STOP WORK OF TERMINATE CONTRACT:

The town shall have the right to stop work or terminate the contract if:

- (a) The Contractor is adjudged bankrupt or an assignment for the benefit of creditors; or
- (b) The Contractor refuses or fails to prosecute the work or any part thereof with due
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diligence; or

- (c) The Contractor fails or refuses to comply with all applicable laws or ordinances; or
- (d) The Contractor is guilty of a substantial violation of any provision of this contract;
- (e) In any event, the Town, without prejudice, to any other rights or remedy it may have, may be seven (7) days' notice of the Contractor, terminate the employment of the Contractor and (his/her/its)(right to proceed as to the work.

ARTICLE 8. DAMAGES :

It is hereby mutually covenanted and agreed that the relation of the Contractor to the work performed by (him/her/it) under this contract shall be that of an independent contractor. As an independent contractor, (he/she/it) will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said work, whether or not the Contractor, (his/her/its) agents, or employees have been negligent. The Contractor shall defend, hold and keep the Town free and discharge of and from any and all responsibility and liability of any sort or kind. The Contractor shall assume all responsibility for risks or casualties of every description, for loss or injury to persons or property arising out of the nature of the work. The Contractor shall defend, hold and keep Town free and discharged of and from any and all responsibility and liability of any sort or kind. The Contractor shall assume all responsibility for risks or casualties of every description, for less or injury to persons or property arising out of nature of the work. The Contractor shall make good any damages that may occur in consequence of the work or any part of it. The Contractor shall assume all blame, loss and responsibility of any nature by reason of neglect or violation of any federal, state, county or local laws, regulations of ordinances.

ARTICLE 9. INDEMNITY AND SAVE HARMLESS AGREEMENT:

- (a) The Contractor agrees to the indemnify and save the Town, its officers, agents and employees harmless from any liability imposed upon the Town, its officers, agents and/or employees from negligence, active or passive of the Contractor.

ARTICLE 10. NO ASSIGNMENT:

In accordance with the provisions of Section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or of (his/her/its) power to execute this agreement, to any other person or corporation without the previous consent in writing of the Town.

ARTICLE 11. REQUIRED PROVISIONS OF LAW:

Each and every provision of the law and clause required by the law to be inserted in this contract shall be deemed to have been inserted herein. If any such provision is not inserted

through mistake or otherwise, then upon the application of either party, this contract shall be physically amended for with to make such insertion.

ARTICLE 12. ARBITRATION:

Should any dispute arise between the Town and the Contractor regarding the manner or sufficiency of the performance of the work, the disputed matter shall be settled by arbitration in accordance with the laws of the State of New York. There shall be three arbitrators , one whom shall be selected by each of the parties hereto, and the third by two arbitrators so selected. If the selected of any arbitrator is not made within fifteen days of the time that either party has notified the other of the name of the arbitrator it has selected, then the arbitrator or arbitrators not selected shall be appointed in the manner provided by the laws of the State of New York. The work shall not be interrupted or delayed pending such decision.

ARTICLE 13. AUTHORITY FOR EXECUTION ON BEHALF OF THE TOWN:

The Supervisor has executed this agreement pursuant to a Resolution adopted by the Town Board of the Town of Rochester, at the meeting therefore held on the _____ day of _____, Carl Chipman, Town Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such agreement on behalf of the Town. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Highway Superintendent, Town of Rochester.

ARTICLE 14. NOTICES:

Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereinafter be designated in writing by either party hereto:

To Town: Town of Rochester
 P.O.Box 65
 Accord, NY 12404

To Contractor:

ARTICLE 15. WAIVER:

No waiver of any such breach of any condition of this agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any

other term or condition of this agreement or constitute a cause or excuse for repletion of such or any other breach unless the waiver shall include the same.

ARTICLE 16. MODIFICATION:

This agreement constitutes the complete understanding of the parties. No modifications of any provision thereof shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the Town of Rochester has caused its corporate seal to be affixed hereto and these present to be signed by Carl Chipman, Town of Rochester Supervisor, duly authorized to do so, and attested to by Kathleen Gundberg, Town Clerk, and the said Contractor has caused its corporate seal to be affixed hereto and these presents to be signed by its President, the day and year first above written.

Town of Rochester

BY _____
Carl Chipman, Supervisor

, Contractor

Attest:

Kathleen Gundberg, Town Clerk