

AGREEMENT FOR SNOW REMOVAL SERVICES

This Agreement for snow removal services dated as of \_\_\_\_\_, 2021, by and between the Village of Croton-on-Hudson (the "Village"), a municipal corporation with offices at Municipal Building, 1 Van Wyck Street, Croton-on-Hudson, New York 10520, and La Teja Contractors & Landscaping, Inc. ("Contractor"), a corporation organized under the laws of the State of New York, with offices at \_\_\_\_\_, New York \_\_\_\_\_.

WITNESSETH – That for and in consideration of the premises and agreements herein contained, and the payments herein provided to be made the parties hereto agree as follows:

1. The Contractor covenants and agrees at his own proper cost, charge and expense to furnish all machinery, appliances, tools, labor and materials necessary or proper to do all the work necessary to construct all the works, and services appurtenant thereto, as set forth in the Contractor's proposal, dated August 12, 2019 for Snow Removal Services and described in Request for Proposal made and prepared by the Village Manager of the Village, in the County of Westchester, and in the Contract Documents forming a part of this Contract; in a first-class workmanlike manner, and in strict accordance with the specifications and the Contractor's proposal; all of which plans, drawings, specifications, advertisements, proposal and other Contract Documents are made a part hereto to the same extent as though the same were herein expressly written; and under the supervision of the Village Engineer of the Village, a copy of which plans specifications the Contract acknowledges receipt of prior to execution of this Contract.
2. In consideration of the Contractor faithfully complying with all the terms and stipulations of this Contract as set forth herein, or in the plans and specifications therefore, advertisement, proposal, and other Contract Documents, the Village covenants and agrees to pay Contractor at the time and times, and in the manner more particularly set forth in the General Terms and Conditions, and in the Proposal, which are made a part of this Contract.
3. (A) In hiring of employees for the performance of work under this Contract or any sub-contract hereunder, Contractor, nor any person acting on behalf of Contractor shall, by reason of race, creed, color or national origin, 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) This Contract may be cancelled or terminated by the Village, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the Contract.  
  
(C) Any laborer or mechanic employed to perform work on the project under this Contract, shall be paid not less than the minimum rates of wages specified under prevailing Wage Rates for Westchester County published by the State of New York Department of Labor, Bureau of Public Works.

4. Upon the refusal of the Contractor to: (a) testify when called before a Grand Jury concerning any transaction or contract had with the State of New York, any political subdivision thereof, public authority, public department, agency or official of the State, or of any political subdivision thereof; (b) to sign a waiver of immunity against subsequent criminal prosecution; or (c) to answer any relevant questions concerning any such transactions or contracts, the Contractor shall, for a period of five (5) years after such refusal, be disqualified for thereafter selling to, submitting bids to, receiving awards from, or entering into contracts for goods, work or services with the Village, or any public department, agency or official thereof, and further, any contracts made by the Contractor with the Village or any public department, agency or official thereof since July 1, 1959, may be cancelled by the Village without penalty or damages on account of such cancellation, except that all monies owing an account of goods delivered or work done prior to such cancellation shall be paid.
5. The term of this agreement shall be from the date it is signed by both parties through May 31, 2022.

**IN WITNESS WHEREOF**, the Mayor and Board of Trustees of the Village, the governing body of the said Village, have by resolution authorized the corporate seal of the Village to be hereunto affixed, and this Contract to be signed by the Village Manager.

Village of Croton-on-Hudson

By: \_\_\_\_\_  
Bryan T. Healy, Village Manager

La Teja Contractors & Landscaping, Inc.

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