



Village of Croton-on-Hudson, NY

Request for Proposals

Snow & Ice Removal Services
Various Areas in the Village

Mayor

Brian Pugh

Board of Trustees

Ian Murtaugh

Nora Nicholson

Cara Politi

Len Simon

Village Manager

Bryan T. Healy

Village Treasurer

Daniel Tucker

Village Clerk

Paula DiSanto

Superintendent of Public Works

Frank Balbi, P.E.

Village Engineer

Daniel O'Connor, P.E.

SCOPE OF SERVICES:

- The Village will provide Contractor with a list of addresses that will require service after the end of each storm.
- Snow removal services will occur at the request of village personnel no earlier than 12 hours after cessation of snowfall.
- Contractor will remove snow from the village sidewalk in front of the residence using acceptable industry standards and is not to put snow in the adjacent roadway.
- Contractor will use snow blower, shovel and/or skid steer.
- Contractor will not move snow to a location that will prevent property owners and/or tenants access to their property or egress to street(s)
- Snow removal service to occur during the hours as not to disturb residents. Any deviation from the stated times must receive prior approval from village personnel.
- Contractor must be available to provide snow removal service seven (7) days a week including holidays.
- The Village is not responsible for removal of snow from property.

ADDITIONAL INFORMATION:

- Contractor must have a minimum of two (2) years' experience in providing residential snow removal service to multiple individual clients. Multiple is defined as no less than five individual clients.
- Contractors will also meet the enclosed insurance requirements. All insurance certificates shall be submitted at the time the contract is awarded.
- The terms snow and ice are used interchangeably in this document.
- Businesses owned by women or minorities are strongly encouraged to apply.
- Change Orders – The village reserves the right to make changes from time to time in the character of the work and the length of the project, as may be necessary to ensure the completion of the work in the most satisfactory manner.
- No extra work shall be performed without written authorization from the village.
- Contractor shall be responsible for operating all equipment in a safe and prudent manner to prevent any injury or damage to persons or property.
- Response Time – All requests for service shall be handled as an urgent request. Phone messages shall be responded to within one hour. The client shall be provided with a single source contact as project manager who will be responsible for handling all requests. The contractor shall provide the name of this individual along with the response to this request for qualifications. Also to be provided are the cellular and home phone numbers for emergency contact.

MAINTENANCE STANDARDS AND REQUIREMENTS:

- Personal Protective Equipment – The contractor and all employees of the contractor shall wear all required Personal Protective Equipment as prescribed by OSHA for the work they are performing.
- Work Site Set-up – Roadside warning signs must be placed in accordance to the New York State Department of Transportation requirements if applicable.
- Accidental Damage – Damage to trees, posts, signs, irrigation components, buildings, roadways, sidewalks or vehicles within roadways, and scalping of turf, must be reported to the Village as soon as is reasonably possible, no later than the end of the work day, during which the damage occurred. Any costs for such damage, including replacement materials, labor, etc., shall be the responsibility of the contractor.
- Deviations – If any deviations from these specifications are required, they must be approved by the designated representative.

Payment:

Proposal prices shall be based on hourly rates and should cover full compensation for all labor, tools, equipment, insurance, overhead, and other costs necessary as required and specified herein, such as the use of calcium chloride.

Payments will be processed after submission of contractor's invoice and after acceptance of work by the Village. Invoices must be itemized when submitted based on property address.

Order and Direction of Work:

The Contractor shall supervise and direct the work efficiently using the best skill and attention and shall be solely responsible for the means, methods, techniques, sequences and procedures of application. The Contractor will be responsible to see that the finished work complies accurately with the Detailed Specifications of this Contract.

Prosecution and Completion of Work:

The proposer to whom the contract is awarded will be required to have all required Insurances submitted and approved by the Village within (10) days after notification by the Village of contract award.

Material and Workmanship:

All equipment and workmanship shall be the best of their respective kinds to secure the best standard of work in a workmanlike manner

Extra Work:

The contractor shall and will do any work and furnish any materials not herein provided which, in the opinion of the Village or designee, may be found necessary or advisable for the proper completion of the work or the purposes thereof, or any modification or alterations. All extra work and materials shall be ordered in writing by the Village and in no case will any work or materials, in excess of the amount shown by said Contract Documents, be paid for unless so ordered. No claim shall be made for delays caused by extra work.

Acceptance or Rejection of Work:

The Village or designee reserves the right to examine the work and reject any part or all that does not, in the opinion of the Village or designee, meet the specifications.

Inspection and Examination of Work:

The Village or its designee, its assistants, inspectors, and properly authorized persons shall have free access to the work at all times and all places where the work is being done and to measure and inspect the work or equipment.

Qualifications:

Each proposer shall present evidence that he/she is normally engaged in the type of work bid upon and shall satisfy the Village as to their financial qualifications. He/she shall make himself thoroughly familiar with the specifications before submitting this proposal in order that no misunderstanding shall exist in regard to the work to be performed under this contract. No proposal will be considered from proposers who are unable to show that they are normally engaged in the type of work required under this contract.

Submittal Instructions

The Village will receive responses to this RFP at the address set forth below until October 10, 2024.

Questions and clarifications to this RFP should be directed in writing to Village Manager Bryan Healy at bhealy@crotononhudson-ny.gov, and must be received by October 3, 2024.

Proposals should be directed to: Bryan Healy, Village Manager, 1 Van Wyck Street, Croton-on-Hudson, NY 10520, or bhealy@crotononhudson-ny.gov.

Electronic submissions will be accepted and encouraged; however, such information must be provided in a single PDF file.

Snow Removal Services - Proposal Form

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE (IN NUMERALS)
1	Minimum charge per sidewalk (if any)	Ea.	_____dollars And _____cents	\$ _____
2a	Snow removal of 4 inches or less from sidewalk in front of one property	Per square foot	_____dollars And _____cents	\$ _____
2b	Snow removal of more than 4 inches from sidewalk in front of one property	Per square foot	_____dollars And _____cents	\$ _____
3	Use of calcium chloride for snow/ice removal	Per bag	_____dollars And _____cents	\$ _____
Total				\$ _____

Total in words: \$ _____

Name of Respondent

Signature of Respondent

Title of Signatory

Village of Croton-on-Hudson
1 Van Wyck Street
Croton-on-Hudson, NY 10520

Minimum Insurance Requirements for Village of Croton-on-Hudson

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the Contractor/Provider shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Village of Croton-on-Hudson certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term “Contractor/Provider” as used in this indemnification agreement shall mean and include Subcontractors of every tier.

- 1) Commercial General Liability Policy, with limits of no less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate limits for Bodily Injury and Property Damage, and shall include coverage for:
 - a. Premises & Operations
 - b. Products/Completed Operations;
 - c. Independent Contractors;
 - d. Personal & Advertising Injury
 - e. Blanket Contractual Liability
 - f. XCU
 - g. Village of Croton-on-Hudson and their assigns, officers, employees, representatives and agents should be named as an “Additional Insured” on the policy using ISO Additional Insured Endorsement CG 20 10 11/85 or an endorsement providing equivalent or broader coverage and shall apply on a primary and non-contributory basis, including any self-insured retentions. The Certificate of Insurance should show this applies to the General Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
 - h. To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against Village of Croton-on-Hudson, assigns, officers, employees, representatives and agents.
 - i. General Aggregate shall apply separately to each project (must be on an occurrence form).
 - j. Cross Liability coverage (Commercial General Liability and Business Automobile Liability policies only).
 - k. General Liability policy must NOT contain any coverage exclusions or restrictions related to the scope of work being performed as well as injuries to employees, subcontractors, or employees of subcontractors (i.e. labor law).
 - l. Products/Completed Operations: coverage to remain in force for (2) years following completion of the project.
- 2) Worker’s Compensation and Employers Liability Policy, covering operations in New York State. Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement and Maritime Coverage Endorsement shall be attached to the policy. Evidence must be provided on a C-105.2. Waiver of Subrogation to be included in favor of the Village of Croton-

on-Hudson.

- 3) N.Y.S. Disability, covering all employees. Evidence must be provided on a DB 120.1.
- 4) Comprehensive Automobile Policy, with limits no less than \$1,000,000 Bodily Injury and Property Damage liability including coverage for owned, non-owned, and hired private passenger and commercial vehicles.
 - a. Village of Croton-on-Hudson and their assigns, officers, employees, representatives and agents should be named as an "Additional Insured" on the policy on a primary, non-contributory basis. The Certificate of Insurance should show this applies to the Automobile Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
 - b. To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against Village of Croton-on-Hudson, assigns, officers, employees, representatives and agents.
 - c. If motor vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948) as well as proof of MCS 90.
 - d. If applicable, policy should be specifically endorsed to cover snowplow operations.
- 5) Umbrella Liability, with limits of no less than \$5,000,000 Each Occurrence/\$5,000,000 Aggregate, including coverage for General Liability, Automobile, and Workers Compensation and Professional Liability (if applicable). Waiver of Subrogation to be included in favor of the Village of Croton-on-Hudson. Coverage for the additional insured shall apply on a primary and non-contributory basis, including any self-insured retentions.
- 6) Property Insurance, the Contractor shall cover materials being installed onsite, in transit, and/or at any other location.
- 7) Professional Liability (if applicable), with limits no less than \$2,000,000 Per Claim / \$2,000,000 Aggregate. If a retroactive date is used, it must pre-date the inception of the contract. Village of Croton-on-Hudson to be included as an additional insured on a primary, non-contributory basis and a waiver of subrogation needs to be included in favor of the Village of Croton-on-Hudson. Coverage shall remain in effect for two years following the completion of work. If the architect or engineer is providing or managing environmental services, the errors & omissions policy must be endorsed to include coverage for these services.
- 8) Contractors Pollution Liability (if applicable), with limits of no less than \$2,000,000 Per Claim / \$2,000,000 Aggregate. Contractor shall maintain and cause its Subcontractors doing such work to maintain Contractors Pollution Liability Insurance including coverage for third-party liability claims covering any environmental claims, liabilities, loss or damage, including property damage, bodily injury, disease, transporter liability and properties contaminated during transportation caused by pollution conditions that arise from the operations of the Contractor and its Subcontractors of every tier. Such insurance shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants (including asbestos), including any loss, cost or expense incurred as a result of any cleanup of pollutants (including asbestos), or in the investigation, settlement or defense of any claim, action, or proceedings arising from the operations under the Contract. Such insurance shall be in the

Contractor's name and name the Village of Croton-on-Hudson as an additional insured on a primary, non-contributory basis including a Waiver of Subrogation in favor of the Village of Croton-on-Hudson. Additional Insured coverage shall be at least as broad as provided to the Contractor for this Project. If such insurance is written on a claims-made policy, such policy shall have a retroactive date on or before the effective date of this Contract, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three (3) years from the time the Work under this Contract is completed.

- 9) Owners & Contractors Protective Liability Policy, with limits no less than \$1,000,000 Per Occurrence/\$2,000,000 Aggregate shall be taken out with the Village of Croton-on-Hudson as the Named Insured, and maintained during the life of this contract which will protect the Village of Croton-on-Hudson from claims for damages for personal injury, liability, accidental or wrongful death, as well as property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either party.
- 10) Bid, Performance and Labor & Material Bonds, if required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.
- 11) Certificates shall provide that thirty (30) days written notice prior to cancellation or expiration be given to the Village of Croton-on-Hudson. Policies that lapse and/or expire during term of work shall be recertified and received by the Village of Croton-on-Hudson no less than thirty (30) days prior to expiration or cancellation.

The Contractor/Provider shall furnish to Village of Croton-on-Hudson Certificates of Insurance as evidence of coverage prior to commencement of work and naming Village of Croton-on-Hudson as an Additional Insured **by endorsement**. The Contractor/Provider acknowledges that failure to obtain such insurance on behalf of the Village of Croton-on-Hudson Constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Village of Croton-on-Hudson. The failure of the Village of Croton-on-Hudson to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Village of Croton-on-Hudson.

The cost of furnishing the above insurance shall be borne by the Contractor/Provider, there will be no direct payment for this work. Cost will be deemed to have been included in the price bid for all scheduled items.

All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.

**Village of Croton-on-Hudson
1 VanWyck Street
Croton-on-Hudson, NY 10520**

Indemnification and Hold Harmless Agreement

The Contractor shall protect, defend, indemnify, save and hold harmless, and exempt the Village of Croton-on-Hudson, its officers, agents, servants and employees from and against any and all suits, liability suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, professional fees, losses, penalties, settlements, judgments, charges or other expenses or liabilities in connection with or arising directly or indirectly out of this Contract and/or performance hereof and/or work done in performance of this Contract, resulting from or relating to injury to persons, damage to property, death, or actual violation of any statutes, ordinance, administrative order, law rule or regulations, but only to the extent resulting from the negligent acts, errors or omissions of Contractor or its officers, agents, servants or employees. The Contractor further agrees to investigate, handle, respond to, provide defense for, defend, and indemnify such any claims, etc., at its sole cost and expense and agrees to bear all the other costs and expenses related thereof. The Village reserves the right to retain counsel of its choice at its own expense, or in the alternative, approve counsel obtained by the Contractor at the Contractor's expense.

Company: _____

Name: _____ Signature: _____

Date: _____

Nature/Scope of Work Being Performed: _____

Please sign, date and return to:

**Village of Croton-on-Hudson
Village Clerk's Office
1 VanWyck Street
Croton-on-Hudson, NY 10520**

CERTIFICATE OF INSURANCE

_____ hereby certifies that
documentation of insurance coverage meeting the requirements of the
contract documents as stated above will be submitted to the Village of
Croton-on-Hudson within 10 days of the date of the Notice of Award.

Attest:

Contractor Name (print or type)

Signature

CERTIFICATE OF NON-COLLUSION

- A. 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 his own organization under penalty of perjury, that to the best of his 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, or 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 either directly or indirectly to any other bidder or to any competitor 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 a bid for the purpose of restricting competition.
- B. A bid shall not be considered for award nor shall any award be made where A.1, 2, and 3 above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, he shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where A.1, 2, and 3 above have not been complied with, or a signed statement furnished, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the Village of Croton-on-Hudson, or his designee, determines that such disclosure was not made for the purpose of restricting competition.
- C. The fact that the bidder: (a) has published price lists, rates, or tariffs covering items being procured; (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items; or (c) has sold the same items to other customers at the same prices being bid; does not constitute, without more, a disclosure within the meaning of A.2 above.

Date _____

Signature _____

Title _____