

RESOLUTION NO. 03-13-2024

DATED: March 14, 2024

**ST. LAWRENCE COUNTY DEPARTMENT OF HIGHWAYS
MOWING CONTRACT WITH THE TOWN OF PIERCEFIELD**

This contract made the 14th day of March 2024 by and between the Town of Piercefield hereinafter called the "Town" and St. Lawrence County Highway Department, hereinafter called the "County".

ARTICLE 1 - SCOPE OF WORK

The Town shall furnish all of the equipment and perform all of the work described in the Project Specifications attached.

ARTICLE 2 - TIME OF COMPLETION

The work to be performed under this contract shall be commenced within ten days after receipt of "Notice to Proceed" and shall be completed by September 15, 2024.

ARTICLE 3 - THE CONTRACT SUM

The County shall pay the Town for performance of the Contract in current funds at the rate of \$320.00 per mile for 2.35 miles equaling Seven hundred fifty two (\$752.00) upon completion of the work and submission of a properly certified invoice.

Upon receipt of notice that the work is ready for final inspection and acceptance, the County will promptly make such inspection, and when it finds the work acceptable under the contract and the contract fully performed, it shall promptly approve payment for the entire amount due the Town.

The making and acceptance of the final payment shall constitute a waiver of all claims by the County, except those arising from unsettled liens, from faulty work appearing after payment or from requirements of the specifications, and of all claims by the Town except those previously made and still unsettled.

ARTICLE 4 - INSURANCE

See attached Appendix A

ARTICLE 5 - CONTRACT DOCUMENTS

The Project Specifications together with this agreement form the contract and they are as fully a part of the contract as if hereto or herein repeated.

IN WITNESS THEREOF, the parties hereto have executed this Agreement, the day and year first above written.

COUNTY OF ST. LAWRENCE:

JOSEPH R. LIGHTFOOT, CHAIR
SLC BOARD OF LEGISLATORS

TOWN OF PIERCEFIELD:

NEIL PICKERING
SUPERVISOR

JAY RUST
HIGHWAY SUPERINTENDENT

APPENDIX A

St. Lawrence County STANDARD CONTRACT PROVISIONS TO BE INCLUDED IN ALL ST. LAWRENCE COUNTY CONTRACTS

This Appendix A is part of the contract between St. Lawrence County and the Town of Piercefield, hereinafter called the "Town".

1. **ASSIGNMENT CLAUSE:**

Neither party shall assign, transfer, or encumber this agreement or any of their right, title or interest therein, or the power to execute this agreement without the prior written consent of the other party.

2. **AUDITING CLAUSE:**

The Town shall be subject to compliance audits at random intervals. Audits shall include both financial and programmatic checks as they apply to the signed agreement. The auditor shall make determination on procedures and proper expenditures of funds. Any cost which is disallowed under the contract shall be reimbursed to St. Lawrence County by the Town.

3. **CONFLICT OF INTEREST CLAUSE:**

The Town represents that no officer or employee of St. Lawrence County who exercises any functions or responsibilities in connection with St. Lawrence County funded contracts, projects or programs has any direct or indirect personal financial interest in this contract.

4. **EXECUTORY CLAUSE:**

It is understood by and between the parties hereto that this Agreement shall be deemed executory to the extent of the monies available to the County and no liability on account thereof shall be incurred by the County beyond monies made available by appropriation and budgetary determination for the purpose thereof.

5. **INDEPENDENT CONTRACTOR CLAUSE :**

The relationship of the Town to the County arising out of this Agreement shall be that of an independent contractor. The Town covenants and agrees that Town will conduct itself as an independent contractor. Town will ensure that the Town (if a natural person) and/or each of the Town's employees will not hold, himself or herself out as, or claim to be, an officer or employee of the County by reason of this agreement, and that no employee of Town will make any claim,

demand or application for any right or privilege applicable to an officer or employee of the County, including, but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement system membership or credit.

6. **HOLD HARMLESS:**

The Town shall hold and save St. Lawrence County, its officers, agents and employees harmless from liability of any nature or kind, including costs, expenses, and attorney fees for, on account of any suits or damages sustained by any persons or property resulting in whole or in part from the negligent act or omission of the Town or any employee, agent or representative of the Town.

7. **MODIFICATION AND TERMINATION CLAUSE:**

- a) The Town agrees to submit a written request to the County to modify any budget line.
- b) The County agrees to respond to any reasonable request within five (5) working days.
- c) St. Lawrence County reserves the right to make a unilateral modification to this agreement at any time upon presentation of the copy of the modification to the Town.

d) The Town agrees to attempt to resolve disputes arising from this agreement by administrative processes and negotiation in lieu of litigation.

1. Any disputes concerning a question of fact arising under this contract which is not settled by informal meetings shall be decided by St. Lawrence County's authorized representative who shall deliver the written decision to the Town by personal delivery, mail or overnight courier.

2. In connection with any appeal proceeding under this clause, the Town shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision, a dispute hereunder, the performance of the Town shall proceed in accordance with the St. Lawrence County decision.

3. The provisions of paragraph d) do not preclude consideration of questions of law in connection with the decision made pursuant to paragraph 7. d)1 above; provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative or board on a question of law.

e) The performance of work under this agreement may be terminated by St. Lawrence County in whole or in part for either of the two (2) following circumstances:

- 1. Termination for Convenience: St. Lawrence County may terminate this agreement if in its sole judgment it is in the best interest of the County to do so. St. Lawrence County will give a thirty (30) day advance notice in writing to the Town of the effective date of such termination. The Town shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of termination.

2. Termination for Cause: St. Lawrence County may terminate this agreement when it has determined that the Town has failed to provide any of the services specified or failed to comply with any of the provisions contained in this agreement. If the Town failed to perform in whole or in part under this agreement or fails to make sufficient progress so as to endanger performance, St. Lawrence County will notify the Town of such unsatisfactory performance in writing. The Town shall within ten (10) working days from receipt of the notice from the County respond with a plan agreeable to St. Lawrence County for corrections of the deficiencies. If the Town does not respond within the time allowed, or responds with inadequate plans, the County will serve a termination notice on the Town which will be effective immediately upon its receipt by Town. In the event of such termination, St. Lawrence County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this agreement.

8. **RECORDS RETENTION CLAUSE:**

The Town shall retain and make available any and all records to St. Lawrence County representatives for inspection, audit, transcription or reproduction at all reasonable times during the term of the contract and for the periods set forth as follows:

- a) For a period of three years after the submission of the final expenditure report by the Town, or if the contract is terminated during the course of the operating period, for a period of three years from the date of the final settlement agreement.
- b) If, prior to the expiration of the three-year retention period, any litigation or audit is begun or a claim is instituted involving the contract covered by the records beyond the three-year period, until one year after litigation, audit findings, or claim involving the records has been resolved.

9. **LIEN FOR REPAYMENT OF FUNDS:**

St. Lawrence County shall have a lien upon any balance in the bank account in which funds from the agreement are deposited. Such lien shall be paramount to all other liens. Such lien shall secure the repayment of any payments made hereunder should such repayment be necessary.

10. **INSURANCE:**

- a) The Town shall maintain for the term of this contract, insurance protecting against liability for injury to persons or property in the following amounts: Comprehensive General liability, including bodily injury and property damages coverage of \$1,000,000 per occurrence, \$3,000,000 aggregate; the County shall be named as an "additional insured" on all such policies and shall be provided with 30 days advance notice of cancellation of any such policy. Town shall file with the County within 10 days of execution hereof, a certificate of insurance indicating the name and address of the carrier, the types of coverage, the amounts of coverage, showing that the County is

named as additional insured and containing notice of cancellation provisions.

b) The Town agrees that all of its employees shall be fully covered by worker's compensation, and New York State disability insurance coverage. Town will, upon execution of this contract, provide Proof of Workers Compensation and Disability Insurance coverage which conforms to the requirements of New York State Workers Compensation Board as set forth in Schedule B .; use of the ACORD form for proof of Workers Compensation and Disability Insurance is not permitted. Any questions relating to either workers' compensation or disability benefits coverage and proof thereof should be directed to the State of New York Workers' Compensation Board, Bureau of Compliance at 518-486-6307.

c) The Town shall maintain for the term of this contract, business automobile liability insurance with a limit of not less than \$1,000,000.00 each accident, including owned, non-owned, leased and hired vehicles. The County shall be named as an "additional insured" on all such policies and shall be provided with 30 days advance notice of cancellation of any such policy. Town shall file with the County within 10 days of execution hereof, a certificate of insurance indicating the name and address of the carrier, the types of coverage, the amounts of coverage, showing that the County is named as additional insured and containing notice of cancellation provisions.

11. If there is a conflict between the provisions of this Schedule and the remaining portions of the contract of which this is a part, the terms of this Schedule will control.

PROJECT SPECIFICATIONS

Roadside Mowing

- A) Roadside mowing must start by End of May.
 - 1) First cutting – 10' wide at pavement edge
 - 2) Second cutting – full width of Right of Way where possible
 - 3) Third cutting – 10' wide at pavement edge

- B) Required to use appropriate health and safety procedures

- C) Required to use the proper signage according to MUTCD (Manual of Uniform Traffic Control Devices).

NYS Vehicle and Traffic Law

Article 9, Paragraph 375- Equipment, Section 36

36. (a) The slow-moving vehicle emblem as developed by the American Society of Agricultural Engineers shall be recognized as the official state slow moving vehicle emblem. The commissioner of motor vehicles shall adopt standards and specifications for design, creation and use, in conformance with those recommendations of the American Society of Agricultural Engineers for the size, design and mounting of said slow-moving vehicle emblem.

(b) Farm machinery and implements of husbandry and other machinery including road construction and maintenance machinery designed to operate at twenty-five miles per hour or less, traveling on a public highway during day or night shall display on and after January 1, 1972 a slow-moving vehicle emblem as specified in paragraph (a) of this subdivision. Such emblem may be displayed prior to January 1, 1972 in accordance with regulations issued by the commissioner.

(c) The use of such emblem shall be in addition to any lighting devices, flags or other equipment required by law. Such emblem shall be used only on farm machinery and implements of husbandry on road construction and maintenance machinery, and on such other vehicles, machinery and equipment as may be specified in regulations issued by the commissioner. All use shall be in accordance with such regulations. Use of such emblem as a clearance marker or on stationary objects on the highways is prohibited.