

238-25

Exhibit C

AGREEMENT BETWEEN THE TOWNSHIP OF WEST ORANGE AND _____, FOR:

**SNOW REMOVAL SERVICES FROM SIDEWALKS, PATHS,
CROSSWALK AND BUS SHELTERS AND STOPS WITHIN THE
TOWNSHIP FOR 2025-2026 WITH AN OPTION TO EXTEND FOR TWO
(2) ONE-YEAR PERIODS**

OPTION(S) 1 and 2

THIS AGREEMENT, made this ____ day of _____ 2025 by and between:

TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey,
having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to
as "Township;" and

Grabowski Construction having its principal offices 770 Northfield Avenue, West
Orange NJ hereinafter referred to as "Contractor".

W I T N E S S E T H:

WHEREAS, on September 24, 2025, the Township issued a set of Bid Specifications for
the: **CONTRACT FOR SNOW REMOVAL SERVICES FROM SIDEWALKS, PATHS,
CROSSWALK AND BUS SHELTERS AND STOPS WITHIN THE TOWNSHIP FOR
2025-2026 WITH AN OPTION TO EXTEND FOR TWO (2) ONE-YEAR PERIODS**
(the "Bid Specifications"), annexed hereto as Exhibit "A;" and

WHEREAS, the Bid Specifications set forth the potential award of three (3) separate
options as follows:

Option 1: NORTHEAST AND NORTHWEST QUADRANT
Provide snow plowing equipment with operators and other
personnel to clear snow from sidewalks, paths, crosswalks, and bus
stops under Municipal jurisdiction.

Option 2: SOUTHEAST AND SOUTHWEST QUADRANT

Provide snow plowing equipment with operators and other personnel to clear snow from sidewalks, paths, crosswalks, and bus stops under Municipal jurisdiction.

Option 3: 10 ROONEY CIRCLE AND WEST ORANGE DOG PARK (EXECUTIVE DRIVE)

Provide snow plowing equipment with operators and other personnel and calcium chloride pellet form to clear snow from sidewalks, paths, crosswalks, and bus stops under Municipal jurisdiction.

and

WHEREAS, on October 8, 2025, Contractor submitted the lowest bid for Option 1 & 2

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter stated, the parties do hereby agree as follows:

1. The Commencement Date of this Agreement shall be _____, 2025.
2. The term of this Agreement shall be for one year, but the Township shall have the right to excise: (i) to extend the term of the Agreement for an additional one-year; and (ii) to further extend the term of the Agreement for an additional one-year extension after the expiration of the first extension.
3. Contractor shall provide the services set forth in Option 1 & 2 as set forth in the Bid Specifications pursuant to the terms, conditions, and requirements as set forth therein and annexed hereto as Exhibit "A," and incorporated by reference herein.
4. Contractor shall provide the services for the amount of 14,400.00 for option 1A, 1B, and 1C and \$14,400.00 for option 2A, 2B, and 2C for a pursuant to the Contractor's bid submission (the "Bid Submission"), annexed hereto as Exhibit "B," and incorporate by reference herein.

5. To the extent of any inconsistency between the Contractor's Bid Submission and the Bid Specifications, the Bid Specifications shall govern as to that inconsistency over the Contractor's Bid Submission.
6. Contractor hereby indemnifies the Township and saves it harmless, including Township employees, representatives, agents and servants, from and against any and all losses, claims, liabilities and expenses including legal fees and costs which may arise or be claimed against the Township, its agents, representatives, servants or employees in connection Contractor's actions under this Agreement. Township agrees that all funds due Contractor for properly providing the services described in this Agreement will be provided to Contractor in a reasonable and timely manner.
7. This Agreement shall be construed in accordance with the laws of the State of New Jersey without regard to conflict of law principles. The parties consent to the personal and subject matter jurisdiction of the Superior Court of New Jersey, Essex County for resolution of any and all claims arising out of or in connection with this Contract. The parties waive any right to a jury as to any and all issues.

IN WITNESS WHEREOF, the Township and the Contractor have executed this Agreement as of the date first written above.

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN CARNEVALE,
MUNICIPAL CLERK

BY: _____
SUSAN McCARTNEY,
MAYOR

ATTEST:

BY: _____

**AGREEMENT BETWEEN THE TOWNSHIP OF WEST ORANGE AND
_____, FOR:**

**SNOW REMOVAL SERVICES FROM SIDEWALKS, PATHS,
CROSSWALK AND BUS SHELTERS AND STOPS WITHIN THE
TOWNSHIP FOR 2025-2026 WITH AN OPTION TO EXTEND FOR TWO
(2) ONE-YEAR PERIODS**

OPTION(S) 3

THIS AGREEMENT, made this ____ day of _____ 2025 by and between:

TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey,
having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to
as "Township;" and

Shauger Property Services having its principal offices 429 Dodd Street, Orange NJ
hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, on September 24, 2025, the Township issued a set of Bid Specifications for
the: **CONTRACT FOR SNOW REMOVAL SERVICES FROM SIDEWALKS, PATHS,
CROSSWALK AND BUS SHELTERS AND STOPS WITHIN THE TOWNSHIP FOR
2025-2026 WITH AN OPTION TO EXTEND FOR TWO (2) ONE-YEAR PERIODS**
(the "Bid Specifications"), annexed hereto as Exhibit "A;" and

WHEREAS, the Bid Specifications set forth the potential award of three (3) separate
options as follows:

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Provide snow plowing equipment with operators and other
personnel to clear snow from sidewalks, paths, crosswalks, and bus
stops under Municipal jurisdiction.

Option 2: SOUTHEAST AND SOUTHWEST QUADRANT

Provide snow plowing equipment with operators and other personnel to clear snow from sidewalks, paths, crosswalks, and bus stops under Municipal jurisdiction.

Option 3: 10 ROONEY CIRCLE AND WEST ORANGE DOG PARK (EXECUTIVE DRIVE)

Provide snow plowing equipment with operators and other personnel and calcium chloride pellet form to clear snow from sidewalks, paths, crosswalks, and bus stops under Municipal jurisdiction.

and

WHEREAS, on October 8, 2025, Contractor submitted the lowest bid for Option 3

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants

hereinafter stated, the parties do hereby agree as follows:

1. The Commencement Date of this Agreement shall be _____, 2025.
2. The term of this Agreement shall be for one year, but the Township shall have the right to excise: (i) to extend the term of the Agreement for an additional one-year; and (ii) to further extend the term of the Agreement for an additional one-year extension after the expiration of the first extension.
3. Contractor shall provide the services set forth in Option 3 as set forth in the Bid Specifications pursuant to the terms, conditions, and requirements as set forth therein and annexed hereto as Exhibit "A," and incorporated by reference herein.

Contractor shall provide the services for the amount of \$10,200.00 for option 3A, 3B, and 3C

4. for a pursuant to the Contractor's bid submission (the "Bid Submission"), annexed hereto as Exhibit "B," and incorporate by reference herein.

5. To the extent of any inconsistency between the Contractor's Bid Submission and the Bid Specifications, the Bid Specifications shall govern as to that inconsistency over the Contractor's Bid Submission.
6. Contractor hereby indemnifies the Township and saves it harmless, including Township employees, representatives, agents and servants, from and against any and all losses, claims, liabilities and expenses including legal fees and costs which may arise or be claimed against the Township, its agents, representatives, servants or employees in connection Contractor's actions under this Agreement. Township agrees that all funds due Contractor for properly providing the services described in this Agreement will be provided to Contractor in a reasonable and timely manner.

7. This Agreement shall be construed in accordance with the laws of the State of New Jersey without regard to conflict of law principles. The parties consent to the personal and subject matter jurisdiction of the Superior Court of New Jersey, Essex County for resolution of any and all claims arising out of or in connection with this Contract. The parties waive any right to a jury as to any and all issues.

IN WITNESS WHEREOF, the Township and the Contractor have executed this Agreement as of the date first written above.

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN CARNEVALE,
MUNICIPAL CLERK

BY: _____
SUSAN McCARTNEY,
MAYOR

ATTEST:

BY: _____