REQUEST FOR PROPOSALS

SERVICE WORK & MATERIAL SUPPLYING

2027 FISCAL YEAR



Town of Clayton
405 Riverside Drive
Clayton NY 13624
Phone: 315-686-3512
Fax: 315-686-2651

Timothy Doney,
Supervisor

September 2026

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NOTICE TO PROPOSERS

In accordance with the Town of Clayton procurement policy, the Town is seeking proposals from qualified construction contractors, service providers and suppliers for miscellaneous construction work, service work and material supplying for the 2027 fiscal year under the following categories:

A. Miscellaneous Hourly Construction Work at Town Facilities:
   - Carpenter
   - Electrician
   - Plumber
   - Mason
   - Painter

B. Service Provider Work:
   - Pest Control
   - Lift Station & STP Maintenance & Inspection
   - Septic Tank Pump Out and Hauling
   - Marine Transportation to & from Grindstone Island
   - Marine Dredging & other related work
   - Mowing Maintenance at Two Cemeteries on Grindstone Island and Grindstone Island Schoolhouse
   - Welding Work at Welder's Shop
   - Cleaner at Town Hall & JT Village/Town Highway Barn

C. Material Supplying:
   - Roadway Traction Material
   - ¾" Minus Processed Gravel
   - 2" Minus Processed Gravel
   - Unprocessed Bank Run Gravel (Nominal 4" Gravel)

Utilization of these services will be for work and materials that is needed beyond the scope or availability of municipal employees or Town owned pit. Work completed will generally be on an hourly basis and for projects not requiring competitive bidding under General Municipal Law. Not to exceed budgets may be requested by the Town on a project-by-project basis. NYS prevailing wage rates shall apply as required by law. Construction Contractors wishing to be considered for miscellaneous construction work shall submit an hourly and daily rate for applicable categories and be all-inclusive, including supplemental benefits, applicable taxes, worker's compensation, transportation, insurance, overhead, and profit. Service Providers wishing to be considered for service work shall submit an hourly and daily rate for applicable categories and be all-inclusive, including supplemental benefits, applicable taxes, worker's compensation, transportation, insurance, overhead, and profit. Material suppliers shall quote on materials stored on their premises that they would load out onto Town trucks. Construction

Contractors and Service Providers shall be fully insured for the category submitted and be able to produce a Certificate of Insurance to the Town of Clayton both at the time of award and at any later date during agreement upon the Town's request. A contract will be required for each successful bidder. Payment for work completed or supplied will be paid within 45 days of approval of the invoice. Detailed proposal requirements are available from the Town Engineer via email at rjc@fourthcoast.com, or at the Town Office at 405 Riverside Drive, Clayton, NY, or by contacting the Town Clerk at 315- 686-3512, option 1 or townclerk@townofclayton.com. We have extended the bid return date from November 9, 2026 to December 7, 2026 by 2 PM. Please submit proposals to the attention of Timothy Doney, Supervisor, Town of Clayton, 405 Riverside Drive, Clayton, NY, by 2:00 p.m. on December 7, 2026

THE TOWN OF CLAYTON RESERVES THE RIGHT TO EXTEND THE CONTRACTS FOR THE CALENDAR YEAR OF 2028 IF THE CONTRACT HOLDER AGREES TO THIS EXTENSION.

INFORMATION FOR PROPOSERS

PROPOSAL REQUIREMENTS

PROPOSERS are requested to verify compliance with the following requested items AND INCLUDE WITH THE PROPOSAL THOSE ITEMS AS REQUESTED [Marked with an "x" below]. LACK OF COMPLIANCE MAY RESULT IN AUTOMATIC DISQUALIFICATION.

1. [x] Return Proposal with signed Statement of Non-Collusion.
2. [ ] Certified check or bid bond as specified under "Bid Bond or Certified Check". The check must be included in the bid package at the time of the bid opening.
3. [x] No certified check or bid bond.
4. [x] Certificate of Insurance naming the Town of Clayton, etc. as additional insured upon notification of award.
5. [ ] Performance Bond upon notification of award.
6. [ ] Brochures, catalogs, model numbers, or pertinent literature where applicable.
7. [x] References upon notification of award.
8. [x] Signature of the authorized proposer.
9. [x] Authorization to Bid (Corporations)

PROPOSER'S RESPONSIBILITY

Proposers who respond to the Town of Clayton's request hereby acknowledge and accept responsibility for the following, and as a condition of the proposal process, agree as follows:

(a) To submit a complete and legibly prepared proposal;
(b) Submit proposal form and any enclosed documents in duplicate;
(c) To submit proposal pricing based upon requirements promulgated by the Town of Clayton;
(d) To submit the proposal on the Official Proposal Form;
(e) To be responsible for the mathematical accuracy of their proposal;

The Town of Clayton reserves the right to reject any proposal which, through proposer error or omission, is found to be mathematically incorrect, otherwise incomplete, or not in compliance with the Town of Clayton's requirements. This right to reject proposals that are incomplete, inaccurate, or not in compliance shall be exercised in the best interest of the Town of Clayton.

SUBMISSION

The envelope shall be marked on its face with the name of the person, firm, or corporation plus section being bid on, such as Miscellaneous Hourly Construction Work at Town Facilities, Service Provider Work, or Material Supplying.

Proposals are due at the Town of Clayton offices at 405 Riverside Drive by 2 p.m. on December 7, 2026.

All proposals shall be addressed to:

Town of Clayton
Timothy Doney, Town Supervisor
PO BOX 379 or
405 Riverside Drive
Clayton NY 13624

Any proposal submitted on forms other than the official forms provided by the Town of Clayton may be disqualified. TELEPHONE, FAX AND/OR EMAIL PROPOSALS CANNOT BE ACCEPTED. All proposals submitted must be typed or written in ink and signed by the contractor's designated representative. ALL PROPOSALS MUST MEET AND INCLUDE REQUIREMENTS AS CHECKED ("X") ON PAGE ONE (1) OF "INFORMATION FOR PROPOSERS" OR FACE DISQUALIFICATION.

WITHDRAWAL OF PROPOSAL

Any proposal may be withdrawn without prejudice prior to the official proposal opening time or any publicized postponement thereof. No withdrawal or change may be made by the proposer after the PROPOSAL has been opened.

REJECTION OF PROPOSAL

The Town of Clayton reserves the right to reject any and all proposals in connection with this project and to waive formalities in a proposal.

NOTIFICATION OF AWARD

The successful proposer(s) will be notified within FORTY-FIVE (45) working days after receipt of proposals. The Town of Clayton reserves the right to reject any and all proposals and to waive any formalities in proposal.

DEPOSIT REQUIREMENTS

a. [ ] A deposit requirement of a certified check or bid bond in the amount equal to a percentage of the total bid figure made payable to the Town of Clayton and clearly marked with the number of the bid to which it pertains to must accompany the bid.

B. [x] No deposit requirement or certified check is required with this proposal.

DEFAULT/FORFEITURE PROVISIONS

In case of default by the contractor or service provider, the Town of Clayton may procure the article or services from other sources and hold the contractor or service provider responsible for excess costs occasioned thereby.

AWARD OF CONTRACT

The Town of Clayton reserves the right to award work on the basis of overall advantages to the purchaser with respect to the aggregate of separate items and estimated overall requirements, (i.e., the right is reserved to award separate items to different contractors or service providers.)

PIGGYBACKING CLAUSE METHOD OF AWARD

The contract, if awarded, will be let to the lowest responsible bidder in part or in whole who meet(s) all the terms of the specifications in a manner consistent with GM: 103. The Town guarantees no minimum or maximum purchases or contracts as a result of award of this bid. The Town of Clayton reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104, specifically GML 103 (16). The terms and conditions of any awarded contract which are permitted to be made available to other governmental entities pursuant to GML 103 (16) are extended to other governmental entities who wish to piggyback on an awarded contract. However, it is understood that the extension of such contracts

are at the discretion of the vendor and the vendor is only bound to any contract between the Town of Clayton and the vendor. Additionally, the TOWN reserves the right to purchase any goods or services included as a part of this bid from any means legally available to it.

TRANSFER OR SUBCONTRACTING OF CONTRACT

No contractor or service provider to whom any contract for this proposal shall be awarded shall assign, transfer, convey, sublet, or otherwise dispose of the same or his right, title, or interest therein, or his power to execute such contract, to any other persons or corporation without the previous consent in writing of the Town of Clayton.

ACCEPTANCE OF AGREEMENT or PURCHASE ORDER

Failure to accept our agreement for construction work, agreement for service provider, or our purchase order issued pursuant to the specifications or failure to meet stated times of completion for any reason whatsoever shall be sufficient grounds for cancellation of the contract.

PROPOSER'S QUALIFICATIONS

The Town of Clayton reserves the right to examine the responsibility of proposers for contracts and proposed subcontractors on a case-by-case basis, including but not limited to an examination of the skill, judgment, integrity, good faith, sufficiency of financial resources, quality of execution, performance and conduct on prior similar contracts, and labor practices of a proposal and/or of a proposed subcontractor; and to investigate and consider the background of such proposers and subcontractors for this purpose, including their ownership, management, affiliation, history of past performance, and compliance with relevant state and federal laws and regulations.

CHANGE ORDER

Every agreement or purchase order is prepared with care; however, it is occasionally necessary to make changes to the original agreement or purchase order. Such changes involve quantity, specifications, price, substitute products, deletion of items, complete cancellation of order, and so forth. Since an agreement or a purchase order is a contract, all changes must be processed through the Purchasing Department with the exception of construction or alteration projects which must be reviewed and have prior approval of the Town of Clayton.

CONTRACTOR'S or SERVICE PROVIDER GUARANTEE

By submitting on these specifications, the vendor binds himself to all conditions in these specifications, irrespective of any formalities in his order acknowledgement. No attachment or part may be substituted or applied contrary to manufacturer's recommendations and standard practice. Any variance with the specifications must be stated within the submitted proposal and may, after reviewing of all consequences of the variance, disqualify the proposal. Accessories supplied shall be compatible with the rest of the equipment.

Contractor or service provider guarantees that the equipment (if any) is standard new equipment, the latest model of regular stock product with all parts regularly used with the type of equipment offered. Each unit delivered is guaranteed against faulty material and workmanship for a period of one (1) year after acceptance of delivery by the Town of Clayton unless otherwise specified. If during this period any such faults develop, the unit or part affected is to be replaced without any cost to the Town of Clayton.

All regularly manufactured stock electrical items shall be listed by Underwriter's Laboratory, Inc. Other electrical equipment shall be constructed to conform to applicable portions of National Electrical Code. Where electronic components are part of the equipment, the Manufacturer's standard guarantee shall apply.

PERMITS AND ORDINANCES

In all operations connected with the work herein specified, all Village and Town ordinances and laws controlling or limiting in any way the action of those engaged in the work must be respected and strictly complied with. Contractor or service provider must obtain all permits and fees paid if and as required.

HAZARDOUS MATERIALS

Any materials required by this order that are deemed hazardous will be packaged, marked, and shipped by the Seller to comply with all present and future federal, state, and local regulations and will further comply with any special company requirements. All MSDS sheets are to be directed to the attention of the Town of Clayton.

SAFETY AND HEALTH DEVICES

All equipment and services shall meet the requirements of the Federal Government, the State of New York, and the County of Jefferson Safety and Health Regulations as well as the local safety and health regulations of the Town of Clayton.

Equipment shall conform to applicable standards of all National regulations.

DELIVERY COMPLETION REQUIREMENTS

Guaranteed delivery of services may be considered in making the award. Any contractor or service provider who submits a proposal on these specifications agrees to accept our agreement (Copy in Appendix) or purchase order and agrees to provide the services requested. If the contractor or service provider feels he cannot meet the requested delivery/completion date, the Town reserves the right to award work to another contractor or service provider.

CANCELLATION

The Town reserves the right to refuse any services and to cancel all or any part of the contract if the contractor or service provider fails to meet delivery or performance dates.

REFUSAL OF GOODS OR SERVICES

Time is of the essence in delivery of services. The Town reserves the right to refuse any goods or services and to cancel any and all parts of this proposal if the contractor or service provider fails to deliver all or any part of the goods or services in accordance with the terms of the proposal.

INSPECTIONS

The Town of Clayton reserves the right to inspect all work for conformity with the project requirements.

TAXES

The Town is a tax-exempt organization and therefore lacks the authority to pay taxes.

PAYMENT

It is the desire of the Town to pay promptly. It is the vendor's responsibility to submit invoices directly to:

TOWN OF CLAYTON
405 RIVERSIDE DRIVE
PO BOX 379
CLAYTON, NEW YORK 13624

Invoices shall include project information and date, Town of Clayton item number, description work and hours worked. Invoices not on printed billheads shall be signed by vendor.

Invoices exceeding the limits established by the project or for materials or services not qualifying under its specifications are not subject to payment.

CLEANUP

When the job has been completed, the contractor or service provider shall leave the site in a clean and orderly condition, acceptable to the Town of Clayton.

INSURANCE COVERAGE

A. The successful bidder shall provide the Town of Clayton with a Certificate of Insurance and an "Additional Insured – Owner, Lessees or Contractors - (Form B)" endorsement, ISO form CG 20 10 11/85 or its functional equivalent naming the Town of Clayton, Fourth Coast Inc, and St. Lawrence Engineering, DPC, as additionally insured on the contractor's general liability insurance policies. The policy or policies naming: the Town of Clayton, Fourth Coast, Inc, and St. Lawrence Engineering, DPC, as additional insureds shall:

(i) be an insurance policy from an A.M. Best rated "secured", "A" minus or better, New York State Admitted insurer;
(ii) provide for 30 days' notice of cancellation;
(iii) state that the organization's coverage shall be primary coverage for the Town of Clayton and their Boards, administration, officials, employees, and volunteers.

B. The successful bidder shall provide the Town of Clayton with a Certificate or Proof of Insurance Coverage for a minimum of:

Bodily Injury and Property Damage and Liability -	$1,000,000 per occurrence And $2,000,000 aggregate

C. Contractor or service provider acknowledges that failure to obtain such insurance on behalf of the Town of Clayton constitutes a material breach of the contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town. The contractor is to provide the Town with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

INDEMNIFICATION

The contractor or service provider shall indemnify, defend and hold harmless the Town of Clayton, their officers, administrators, faculty, employees and agents, from and against any and all charges, complaints, claims, demands, judgments, causes of actions, and suits brought for personal injury, death,

property damage and any other losses, damages, charges or expenses, including insurance deductibles, attorney fees, litigation expenses, and other costs incurred as a result of contractor's negligent acts or omissions or the improper performance of or breach of the contract or from any incident occurring in conjunction with or as a result of, the contractor's performance of the contract. The contractor shall also indemnify, defend and hold harmless Fourth Coast Inc, and St. Lawrence Engineering, DPC. The fact that the contractor has obtained insurance coverage as required by this RFP/Bid Invitation shall not relieve the contractor's obligation to defend and indemnify as provided under this Section.

PROTECTION

Contractor or service provider shall be held liable for any injury to persons and/or property during the execution of his work.

Contractor or service provider shall take all safety measures required or affirmed during execution of his work.

CONTRACTOR'S or SERVICE PROVIDER'S LIABILITY INSURANCE

The contractor or service provider shall maintain such insurance as will protect him from claims under Workman's Compensation Acts and other employee benefit acts; from claim for damages because of bodily injury, including death, to his employees and all others; and from claims from damages to property--any or all of which may arise out of or result from, the contractor's operations under this contract.

This insurance shall be written for not less than any limit of liability as specified in other sections of this agreement and name the Town of Clayton as additional insured, along with Fourth Coast Inc, and St. Lawrence Engineering, DPC. Certificates of such insurance shall be filed with the Town of Clayton.

WAGES AND SALARIES/PRC SCHEDULE

Respondents must agree to conform to Section 103-a,b,c, and d of the General Municipal Law of the State of New York.

The wages and supplements to be paid to building service employees performing work in connection with the care or maintenance of an existing building (Article 8 Public Work Contracts and Article 9 Building Service Contracts) for a contractor or service provider under a contract with a public agency must not be less than the prevailing rate of wages and supplements paid for the same occupation in the locality of the work. It is the bidder's responsibility to determine the wage rate applicable to their type of work or service.

Wage rate schedules may be accessed by entering the assigned PRC # (see appendix A) at https://apps.labor.ny.gov/wpp/showFindProject.do?method=showIt . New Wage Rates may be redetermined during the course of work under this contract by the New York State Department of Labor; Contractors shall use the redetermined Wage Rates when applicable and shall compensate for this increase in their bid proposal. The contract will not be changed, nor will the Owner pay for any Wage Rate increase after the bid proposals have been submitted.

EQUAL OPPORTUNITY - AFFIRMATIVE ACTION

Executive Order No. 11246, as amended, relative to Equal Employment Opportunity and all other applicable laws, rules and regulations, including Title VII of the Civil Rights Act of 1964, are Incorporated

herein by this specific reference. In addition, all laws, rules and regulations applicable to the hiring of disabled veterans and veterans of the Vietnam era and to the hiring of individuals with physical or mental disabilities are incorporated herein by this specific reference.

SEXUAL HARASSMENT POLICY

The Town of Clayton recognizes that the State Human Rights Law imposes liability on the employer for their actions and as such we proactively choose to make our policy available to anyone providing services in the workplace. The Town of Clayton's Sexual Harassment Policy can be found on the Town's website at: https://townofclaytonny.gov

PAYROLL RECORDS

Contractor or service provider is responsible for providing the Town with payroll records for employees assigned to the Town's project work throughout the duration of the contract/project.

FAIR LABOR STANDARDS ACT

Contractor or service provider warrants and represents that the goods (if any) covered by this Contract have been manufactured in accordance with the requirements of the Fair Labor Standards Act and all other applicable federal, state, and municipal laws, rules, and regulations.

MINORITY BUSINESS ENTERPRISE (MBE) AND WOMEN BUSINESS OWNED ENTERPRISE (WBE)

It is the policy of the Town of Clayton to take affirmative action to ensure that minority business enterprises are given the opportunity to demonstrate their ability to provide the Town with goods and services at competitive prices.

GENERAL INFORMATION

The Town of Clayton includes a prohibition against any employee accepting any gift, gratuity, stipend or other thing of value from entities having a direct or indirect business interest with the Town. The Contractor or service provider agrees that its directors, officers, and employees will not offer or give any gift, gratuity, stipend, or other thing of value to any employee of the Town. The Contractor or service provider shall further report any attempt by a Town employee to solicit any gift, gratuity, stipend, or thing of value. Any violation of this provision shall justify termination of this contract and may result in the rejection of the Contractor's or Service Provider's bids for future contracts.

PROVISIONS REQUIRED BY LAW INSERTED

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted therein and the contract shall be read and shall be enforced as though so included therein.

NO THIRD-PARTY RIGHTS

Nothing in the contract shall create or shall give to third parties any claim or right of action against the Town, the contractor or service provider, or any institution at which work is being carried out beyond such as may legally exist irrespective of the contract.

PROTECTION OF LIVES AND HEALTH

Each contractor and subcontractor or service provider shall comply fully with all applicable provisions of the laws of the State of New York, the United States of America and with all applicable rules and regulations adopted or promulgated by agencies or municipalities of the State of New York or the United

States of America. The contractor or service provider alone shall be responsible for the safety, efficiency and adequacy of the contractor's or service provider's work, plant, appliances and methods, and for any damage which may result from the failure to comply or the use of improper methods.

STATE AND FEDERAL LABOR LAW PROVISIONS

It is hereby agreed that all applicable provisions of the labor law of the State of New York and the United States shall be carried out in the performance of this work.

CONTRACTOR or SERVICE PROVIDER RELATIONSHIP

The relationship created by the contract between the Town and the contractor or service provider is one of an independent contractor or service provider and it is no way to be construed as creating an agency relationship between the Town and the contractor or service provider nor is it to be construed as, in any way or under any *circumstances,* creating or appointing the contractor or service provider as an agent of the Town for any purpose whatsoever.

WORKERS' COMPENSATION BENEFITS

This contract shall be void and of no force and effect unless the contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

NON-DISCRIMINATION REQUIREMENTS

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor or Service Provider will not discriminate against any employee or applicant for employment for any prohibitive reason, including by way of example and not in limitation of race, creed, color, sex, national origin, age, disability or marital applicant status.

GOVERNING LAW

This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

SERVICE OF PROCESS

In addition to the methods of service allowed by the New York State Civil Practice Law & Rules ("CPLR"), Contractor or Service Provider hereby *consents* to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's or Service Provider's actual receipt of process or upon the Town's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor or Service Provider must promptly notify the Town, in writing, of each and every change of address to which service of process can be made. Service by the Town to the last known address shall be sufficient.

AMENDMENTS

This contract may not be amended, modified or supplemented except by written agreement of the parties hereto.

SEVERABILITY

Any term or provision of this contract which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering

invalid or unenforceable the remaining terms and provisions of this contract or affecting the validity or enforceability of any of the terms or provisions of this contract in any other jurisdiction. If any provision of this contract is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

MODIFICATION

This writing contains the entire agreement of the parties with respect to the subject matter hereof. No representations were made or relied upon by either party, other than those expressly set forth. No agent, employee, or other representative of either party is empowered to alter any term of this contract unless done in writing and signed by an officer of the parties.

JURISDICTION AND VENUE

All actions or proceedings relating to this contract, its existence, validity, performance or nonperformance, seeking the enforcement or interpretation of its terms or remedies for its breach shall be brought only in the Supreme Court of the State of New York for the County of Jefferson, and all parties consent to the exclusive jurisdiction and venue of such court and waive the defense of forum non convenes.

NOTICES

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by messenger, transmitted by fax, email, or mailed by registered or certified mail, postage prepaid, to the respective parties at the following addresses or at such other addresses as shall be specified by like notice as provided in the Certification of Compliance.

FREEDOM OF INFORMATION COMPLIANCE

The Town of Clayton is subject to the provisions of the New York Freedom of Information Law ("FOIL"), and, subject to statutory exceptions, is required to make all records (as defined by FOIL) available to the public upon proper request.

Any person desiring to maintain or preserve the secrecy or confidentiality of any part of this submission should specify, in writing, the part of the record sought to be protected, and the statutory basis upon which the Town of Clayton would be justified in denying access. There can be no guarantee that the Town of Clayton can or will maintain the secrecy or the confidentiality of any part of the record.

REQUESTS FOR INFORMATION

All requests for information should be addressed to the Town Supervisor's Office.

DESCRIPTION OF MISCELLANEOUS HOURLY CONSTRUCTION WORK AT TOWN FACILITIES

Carpenter – **PRC# 2026026502** Services include any work traditionally considered carpentry. Individuals shall provide hand and power tools necessary to execute the work and include costs of such tools in the hourly rate. The hourly rate must include any additional rates such as truck rate, equipment rate, travel rate, fuel surcharges, etc. General liability, workers' compensation, and automobile insurance must be provided to limits acceptable by the Town or as required by law. All materials will be purchased by the Town in accordance with the procurement policy.

Electrician – **PRC# 2026026503** Services include any work traditionally considered electrical. Individuals shall provide hand and power tools necessary to execute the work and include costs of such tools in the hourly rate. The hourly rate must include any additional rates such as truck rate, equipment rate, travel rate, fuel surcharges, etc. General liability, workers' compensation, and automobile insurance must be provided to limits acceptable by the Town or as required by law. All materials will be purchased by the Town in accordance with the procurement policy.

Plumber – **PRC# 2026026509** Services include any work traditionally considered plumbing. Individuals shall provide hand and power tools necessary to execute the work and include costs of such tools in the hourly rate. The hourly rate must include any additional rates such as truck rate, equipment rate, travel rate, fuel surcharges, etc. General liability, workers' compensation, and automobile insurance must be provided to limits acceptable by the Town or as required by law. All materials will be purchased by the Town in accordance with the procurement policy.

Mason – **PRC# 2026026512** Services include any work traditionally considered masonry. Individuals shall provide hand and power tools including power mixers necessary to execute the work and include costs of such tools in the hourly rate. The hourly rate must include any additional rates such as truck rate, equipment rate, travel rate, fuel surcharges etc. General liability, workers' compensation, and automobile insurance must be provided to limits acceptable by the Town or as required by law. All masonry materials will be purchased by the Town in accordance with the procurement policy.

Painter- **PRC# 2026026507** Services include any work traditionally considered painting. Individuals shall provide hand, power tools and drop cloths necessary to execute the work and include costs of such tools in the hourly rate. The hourly rate must include any additional rates such as truck rate, equipment rate, travel rate, fuel surcharges etc. General liability, workers' compensation, and automobile insurance must be provided to limits acceptable by the Town or as required by law. All materials, including paint, brushes/rollers, masking, sandpaper, etc. will be purchased by the Town in accordance with the procurement policy.

DESCRIPTION OF SERVICE WORK AT TOWN FACILITIES

Pest Control – **PRC# 2026901773**Services include any work traditionally considered pest control. Individuals shall be licensed or certified to handle and dispense pest control products and chemicals as required under NYS and EPA requirements. Service provider shall provide necessary transportation to site, all protection materials, personnel protective clothing & gear, and proper dispensing sprayers/equipment necessary to execute the work and include those costs in the hourly rate. General liability, workers' compensation, and automobile insurance must be provided to limits acceptable by the Town or as required by law. All pesticides and chemicals will be purchased by the service provider. An itemized cost breakdown of pesticides and chemicals used with the original cost basis shown and the bid percentage for supplier's overhead and profit allowed per their bid.

Lift Station & Sewage Treatment Plant Maintenance & Inspection – **PRC# 2026026504** Services include semi-annual preventative maintenance of three existing lift stations located at Depauville (2) and Heritage Heights (1) Sewer District with an inspection report. The quote is for the semi-annual preventative maintenance & inspection of all three lift stations and reporting involved as a lump sum number. The semi-annual preventative maintenance scope of work is presented in Appendix B. The service provider is also required to be available for **emergency calls** [24 hours per day, 7 days per week] to inspect, service, repair, and/or replace lift station or treatment plant components to return units to operational status. The service provider shall be within a twenty (20) mile radius of the service area involved. All repair materials or replacement items are to be obtained by this supplier and itemized separately on their invoice with cost documentation presented. General liability, workers' compensation, and automobile insurance must be provided to limits acceptable by the Town or as required by law. Allowable markup for overhead and profit will be as stated on the bid form.

Contractors may request a site inspection of the facilities prior to submission of a bid. Inspections can be coordinated with Buck Robinson, Highway Superintendent, at 315-783-7657 or townbarn@townofclayton.com

Septic Tank Pump Out & Hauling – **PRC# 2026026514** The work is for the existing Town-owned septic tanks in the Depauville Sewer District that involve approximately 100 residential septic tanks (1,000 gallons) and approximately 3 commercial septic tanks (1250 to 1500 gallons). Each year the Town pumps out all the commercial tanks and approximately 1/5th of the residential septic tanks. The plant operator will provide the list of tanks each year to be done. Services include the uncovering of access cover to each septic tank, the removal of access cover, the pumping out of the septic tank sewage, the visual inspection of the tank for defects from the surface, the reinstallation of septic tank access cover, the repositioning of the soil over the septic tank cover, the hauling of the septic tank sewage waste to a licensed facility and the disposal at the facility. The service provider is also required to be available for **emergency calls** (24 hours per day, 7 days per week) to handle unplanned situations, as a separate line item on the bid form. The Town of Clayton has a current annual sewage disposal agreement with the City of Watertown. The price will be based on the cost per residential tank and per commercial tank, as shown on the bid form. General liability, workers' compensation, and automobile insurance must be provided to limits acceptable by the Town or as required by law.

Contractors may request a site inspection of the facilities prior to submission of a bid. Inspections can be coordinated with Buck Robinson, Highway Superintendent at 315-783-7657 or townbarn@townofclayton.com

Marine Transportation to & from Grindstone Island – Services include the transportation of equipment and personnel from Clayton to Grindstone Island and from Grindstone Island to Clayton. The trip can originate at Clayton or at Grindstone Island. The Operator MUST hold a valid USCG license that is rated for the vessel being utilized. The barge must be capable of hauling a minimum of 35 tons. The Town uses the service provider to haul highway and buildings/grounds equipment and materials back and forth between these two locations. The service provider MUST have the ability to load equipment from an easily accessible mainland location proximately to the Village of Clayton. The bid rate must include any additional rates such as truck rate, equipment rate, travel rate, fuel surcharges, etc. **Copies of Insurance, and the Primary captain's License MUST be included with the bid**. General liability, workers' compensation, and automobile insurance must be provided to limits acceptable by the Town or as required by law. It should be noted that the lowest responsible bidder will be awarded the contract. In the event that the low bidder is not able to meet the transportation needs of the Town for any reason, the next bidder will be utilized on a trip-by-trip basis.

Marine Dredging & Related Work - **PRC# 2026026515** Services include any work traditionally considered marine construction utilizing a barge, crane and excavator. Barge and equipment shall be capable of transporting and setting in place or moving existing concrete anchors or other materials up to 10,000 pounds in water depths up to 20 feet. Dredging work for existing or new floating docks and/or the setting, transporting, and securing or re-securing new or existing floating docks maybe included. Barge owner shall provide crew necessary to operate the barge, crane, and excavator to conduct the work for each project. Individuals shall possess required certifications to operate barge and associated equipment. General liability, workers' compensation, and automobile insurance must be provided to limits acceptable by the Town or as required by law. Mobilization and fuel for barge and equipment shall be included in the rate. All materials and supplies will be purchased by the Town in accordance with the procurement policy.

Welding Work at Service Provider's Shop - The Town requires the ability to obtain welding repair services on various types of material when existing components break down at a welding shop. The Town also has the need for the fabrication of minor items, from time to time, to replace existing deteriorated items or support new items. The materials will vary from mild steel, stainless steel,

aluminum, etc. The service provider shall provide an hourly rate to repair or fabricate minor items as directed by the Town. The hourly rate includes labor costs, equipment, hand tools, electricity, welding gases, welding rod/wire, general liability, workers' compensation, shop facility, all overhead expenses, and profit. The Town plans to have the provider furnish the needed materials on a cost-plus basis. The cost of overhead and profit, in a percentage, to be added to the cost of the materials is to be placed on the bid form along with the hourly rate. **All work is assumed to be accomplished in the provider's shop, therefore the NYS prevailing wages are not applicable for this service.**

Cleaner at Town Hall and Joint Town/Village Highway Barn– PRC# 2026901774 Cleaning services are to be provided twice per week, per location, dates to be agreed upon after bid award, beginning January 1, 2027 thru December 31, 2027 for the Town Hall located at 405 Riverside Drive, Clayton, NY and for the Joint Town/Village Highway Barn located at 615 East Line Road, Clayton, NY. Cleaning equipment and supplies will be provided by the Town unless otherwise agreed upon in writing. Cleaner MUST notify Town when supplies need to be replenished. Town staff will remove collected trash from premises. Cleaner will be required to sign a confidentiality agreement. Cleaner will be provided with one (1) key to the building. The building is not to be accessed by anyone not accompanied by the cleaner. Cleaner may not subcontract work to another individual. Invoices must be itemized to show work done at the Town Hall and work done at the Joint Highway Barn.
Typical scope of work to be done by the cleaner at Town Hall includes:

- Mop the foyer and hallway by offices.
- Vacuum board room.
- Wipe down the board room table.
- Vacuum/sweep offices.
- Mop off pads under desks.
- Wipe desks off (NOTE: if cleared by office holder)
- Dump all trash and recyclables, where directed by Town.
- Wipe windows (inside exterior windows, both sides of doors, and Clerk's front window) when needed.
- Take care of spider webs/dust when needed in all areas.
- Clean basement bathrooms.

Typical scope of work to be done by the cleaner at the Joint V/T Highway Barn:

- Remove trash and recyclables to designated area;
- Clean floors including vacuuming carpets and rugs and cleaning/mopping hard surfaces;
- Clean and service two restrooms, kitchenette/break room and locker room;
- Clean entry doors and windows

The Town Hall and Joint V/T Highway Barn may be inspected before submitting proposals upon request by calling 315-399-7729 for arrangements.

Mowing Maintenance at Two Cemeteries and Schoolhouse on Grindstone Island – Services to include the lawn mowing, trimming, and the general pick up of branches, twigs, etc. At the Thurso Cemetery and the Lower (Civil War) Cemetery, which is located on Grindstone Island, under the direct supervision of the Buildings & Grounds Department, the typical mowing schedule. The typical mowing schedule is as follows (additional mowing should be done as needed): 1-2 times in April; 3-4 times in May; 3-4 times in June; 3-4 times in July; 2-3 times in August; and 2-3 times in September. The service providers are reminded to use their judgment on when to mow, BUT cemeteries MUST be mowed early in the season and need to be in excellent shape for Memorial Day and Labor Day weekends. The typical mowing schedule for the Schoolhouse is approximately once per week (unless weather causes delays). The service providers are reminded to use their judgment on when to mow, BUT the Schoolhouse MUST be mowed early in the season and needs to be in excellent shape for Memorial Day and Labor Day weekends. Service providers must review the Cemeteries and Schoolhouse before submitting their bids. Contact Buildings & Grounds at 315-399-7729 to make arrangements. Service providers are required to supply their own equipment, fuel, and insurance. Certificate of Insurance must be submitted within forty-five (45) days of award. A lump sum bid for both cemeteries for the season is requested. The Town will pay in four (4) monthly installments from June through September. General liability, workers' compensation, and automobile insurance must be provided to limits acceptable by the Town or as required by law.

DESCRIPTION OF MATERIAL SUPPLYING

Roadway Traction Material – The Town will purchase material by the ton and will pick up with their own equipment. **The material supplier MUST quote on a ton basis** to supply and load out the Town trucks. *Bids provided in yards must be converted to tons. The* Town will purchase the minimum quantity listed on the bid form. They may purchase additional materials at this unit price during the term of the contract. The material shall be granite stone dust and meet ASTM C 33 for the fine aggregate classification except amount passing the #100 sieve size. The particle size distribution for the material shall fall within the ranges shown below:

Sieve Size	Specified Percent Range
3/8”	100
#4	95 to 100
#8	80 to 100
#16	50 to 85
#30	25 to 60
#50	10 to 30
#100	2 to 15

¾” Minus Processed Gravel - The Town will purchase material by the ton and will pick up with their own equipment. **The material supplier MUST quote on a ton basis** to supply and load out the Town trucks. *Bids provided in yards must be converted to tons.* The Town will purchase the minimum quantity listed on the bid form. They may purchase additional materials at this unit price during the term of the contract. The material shall be ¾” minus bank run gravel with similar particle size distribution within the ranges shown below:

Sieve Size	Specified Percent Range
3/4”	100
1/2”	85 to 95
3/8”	70 to 80
1/4"	45 to 55
#4	40 to 50
#10	30 to 40
#20	20 to 25
#40	10 to 20
#60	10 to 15
#100	5 to 10
#200	2 to 8

2" Minus Processed Gravel - The Town will purchase material by the ton and will pick up with their own equipment. **The material supplier MUST quote on a ton basis** to supply and load out the Town trucks. *Bids provided in yards must be converted to tons.* The Town will purchase the minimum quantity listed on the bid form. They may purchase additional materials at this unit price during the term of the contract. The material shall be 2" processed gravel with similar particle size distribution within the ranges shown below:

Sieve Size	Specified Percent Range
2"	100
1 ½"	93 to 98
1"	75 to 85
3/4"	65 to 70
1/2"	55 to 63
3/8"	50 to 58
1/4"	45 to 55
#4	40 to 50
#10	30 to 40
#20	20 to 25
#40	10 to 20
#60	10 to 15
#100	5 to 10
#200	2 to 8

Unprocessed Bank Run Gravel - The Town will purchase material by the ton and will pick up with their own equipment. **The material supplier MUST quote on a ton basis** to supply and load out the Town trucks. *Bids provided in yards must be converted to tons.* The Town will purchase the minimum quantity listed on the bid form. They may purchase additional materials at this unit price during the term of the contract. The material shall be 4" unprocessed gravel direct from the bank. The Town is looking for 4" bank run gravel, with the largest piece being around 4" in diameter. The Town will accept minor amounts of 6" to 8" pieces, if necessary.

The Town reserves the right to select materials that may be slightly outside the ranges stated above to fit their application.

NON-COLLUSIVE PROPOSAL CERTIFICATE

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly to any other proposer or to any competitor; and

(3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

(Signed) _____

Title _____

RESOLUTION-FOR CORPORATE PROPOSERS ONLY

RESOLVED that_____(individual) be authorized to sign and submit the proposal of this corporation for the following project (describe project)

_____

And to include in such proposal the certificate as to non-collusion required by section one hundred three-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate proposer shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by_____ Corporation at a meeting of its Board of Directors held on the _____day of _____2026.

(SEAL OF CORPORATION)

_____
Secretary

AUTHORIZATION TO BID

RESOLVED, that _____
(Name of Individual)

be authorized to sign and submit the bid or proposal of

_____
(Name of Corporation)

for the supply of fuel and to include in such bid or proposal the certificate of non-collusion required by Section 103-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

****

The foregoing is a true and correct copy of the resolution adopted by _____ at a meeting of this board of directors held on (Name of Corporation)

the _____ day of _____ , _____ .

_____
Secretary

(CORPORATE SEAL)

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FORM OF PROPOSAL

Miscellaneous Hourly Construction Work at Town Facilities

The Undersigned_____
(Contractor)

_____ _____
Address Zip Code

hereby certifies that he/she has examined and fully comprehends the requirements prepared by the Town of Clayton for miscellaneous labor for the fiscal year 2027. To furnish all labor, materials, supplies, plant and equipment, and other facilities to properly perform the work for the total identified below, inclusive of any additional rates such as truck rate equipment rate, travel rate, fuel surcharges, etc.:

	Hourly Rates	Daily Rates
Carpenter	$_____/hr	$_____/day
Electrician	$_____/hr	$_____/day
Plumber	$_____/hr	$_____/day
Mason	$_____/hr	$_____/day
Painter	$_____/hr	$_____/day

If the Proposer does not choose to provide rates for all categories, insert “No Bid”.

_____ _____
Name of Proposer Signature

_____ _____
Federal Employer ID # Printed Name of Signer

Title_____ Street_____

Phone_____ City/State_____

Fax_____ email_____

NOTE: Be sure to include a completed Non-Collusive Proposal Certificate with your Bid.

FORM OF PROPOSAL

Service Provider Work at Town Facilities

The Undersigned_____
(Contractor)

_____ _____
Address Zip Code

hereby certifies that he/she has examined and fully comprehends the requirements prepared by the Town of Clayton for Service Work at Town Facilities for the fiscal year 2027. To furnish all labor, materials, supplies, plant, and equipment, and other facilities to properly perform the work for the total identified below, inclusive of any additional rates such as truck rate, equipment rate, travel rate, fuel surcharges, etc.:

Pest Control Work:

Regular Hourly Rate: $_____/hr

Overtime & Saturday Rate: $_____/hr

Sunday & Holiday Rate: $_____/hr

Overhead & Profit Markup Percentage on Supplies _____%

Lift Station & Sewage Treatment Plant Work:

Lump Sum for Semi-Annual Preventative Maintenance & Inspection $_____/Inspection

Regularly Hourly Rate: $_____/hr

Overtime& Saturday Rate: $_____/hr

Sunday & Holiday Rate: $_____/hr

Emergency Call Rate: $_____/hr

Overhead & Profit Markup Percentage on Materials & New Equipment _____%

Septic Tank Pump Out & Hauling:

20 Residential Septic Tanks @ $_____/Tank $_____

3 Commercial Septic Tanks @ $_____/Tank $_____

TOTAL BID $_____

Emergency Call-out Rates:

Normal weekday business hours 7:00 AM to 3:30 PM for Residential Tanks	$_____/Tank
Normal weekday business hours 7:00 AM to 3:30 PM for Commercial Tanks	$_____/Tank
Overtime hours on Weekday and for Saturdays for Residential Tanks	$_____/Tank
Overtime hours on Weekday and for Saturdays for Commercial Tanks	$_____/Tank
Overtime hours on Sundays and Holidays for Residential Tanks	$_____/Tank
Overtime hours on Sundays and Holidays for Commercial Tanks	$_____/Tank

Marine Transportation to & from Grindstone Island:

Option #1

Cost per hour: $_____/Hr

Option #2 Bulk transportation up to 140 tons

Bulk Marine Transportation per hour: $_____/Hr

Marine Work:

Operating Engineer	$_____/hr	$_____/day
Chief Mate	$_____/hr	$_____/day
Licensed Boat Operator	$_____/hr	$_____/day
Shoreman	$_____/hr	$_____/day
Deckhand	$_____/hr	$_____/day
Barge	$_____/hr	$_____/day
Crane	$_____/hr	$_____/day
Excavator	$_____/hr	$_____/day

Mowing Maintenance at Two Cemeteries on Grindstone Island and Grindstone Island Schoolhouse:

Mowing Maintenance for one season: $_____/Lump Sum

Welding Work at Service Provider's Shop:

Hourly Rate: $_____/hr

Overhead & Profit Percentage Markup on Materials: _____%

Cleaner at Town Hall and JT Highway Barn:

Monthly Rate (inclusive of cleaning twice per week x two facilities): $_____/month

If the Proposer does not choose to provide rates for all categories, insert "No Bid".

_____ _____
Name of Proposer Signature

_____ _____
Federal Employer ID # Printed Name of Signer

Title_____ Street_____

Phone_____ City/State_____

Fax_____ email_____

NOTE: Be sure to include a completed Non-Collusive Proposal Certificate with your Bid.

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FORM OF PROPOSAL

Material Supplying

The Undersigned_____
(Contractor)

_____ _____
Address Zip Code

hereby certifies that he/she has examined and fully comprehends the requirements prepared by the Town of Clayton for Material Supplying for the fiscal year 2027. To furnish all materials, as listed below:

Road Traction Material:

200 Truck Loads @ 18 tons/tl = 3600tons @ $_____/ton = $_____Total

¾" Minus Processed Gravel:

4 Truck Loads @ 18 tons/tl = 72tons @ $_____/ton = $_____Total

2" Minus Processed Gravel:

4 Truck Loads @ 18 tons/tl = 72 tons @ $_____/ton = $_____Total

Unprocessed Bank Run Gravel:

4 Truck Loads @ 18tons/tl = 72 tons @ $_____/ton = $_____Total

Typical minimum quantities utilized to determine low bidder for material supplying.

If the Proposer does not choose to provide rates for all categories, insert "No Bid".

_____ _____
Name of Proposer Signature

_____ _____
Federal Employer ID # Printed Name of Signer

Title_____ Street_____

Phone_____ City/State_____

Fax_____ email_____

APPENDIX A

NEW YORK STATE PREVAILING WAGE RATES

In order to find the NYS Prevailing Wage Rate for any given contract, please visit the link below and enter the PRC# provided next to the contract name when prompted.

NYS DOL Prevailing Wage Rate Link:

https://apps.labor.ny.gov/wpp/showFindProject.do?method=showIt

Contract Listing:

Carpenter: PRC# 2026026502

Electrician: PRC# 2026026503

Plumber: PRC# 2026026509

Mason: PRC# 2026026512

Painter: PRC# 2026026507

Pest Control: PRC# 2026901773

Lift Station and STP Maintenance and Inspection: PRC# 2026026504

Septic Tank Pumping and Hauling: PRC# 2026026514

Marine Transportation to and from Grindstone: No Prevailing Wage

Marine Dredging & other related work: PRC# 2026026515

Mowing Maintenance at two island cemeteries and Grindstone Schoolhouse: No Prevailing Wage

Welding Work at Welder's Shop: No Prevailing Wage

Cleaner at Town Hall: PRC# 2026901774

APPENDIX B

Semi-Annual Checklist for Depauville & Heritage Heights Sewer Lift Stations

Reference: Lift Station & Sewer Treatment Plant Maintenance & Inspection for Depauville & Heritage Heights Sewer Districts.

Subject: Semi-Annual Checklist

Note: Service Contractor to inspect the three existing Lift Stations and provide a separate report for each station involved

1. Check pump hours, and compare to previous readings to determine unbalanced run times.
2. Conduct a drawdown test for each pump. Record drawdown for each pump.
3. Verify check valve operation
4. Check for scum accumulation/clean
5. Check for grit accumulation/clean
6. Check/clean floats
7. Inspect
    a. Pump power cables
    b. Float cables
    c. Rails/lifting mechanism
8. Electrical
    a. Tighten all connections
    b. Check for signs of internal corrosion/gas seal
    c. Inspect wires and cables for signs of overheating
    d. Test insulation resistance
    e. Check running amps for pumps
    f. Check voltage
    g. Verify float operation
    h. Inspect and clean starter contacts
    i. Test circuit breaker mechanisms
    j. Exercise breaker mechanisms
    k. Check alarm operation; audio and visual
9. Contractor to provide a written report summarizing the information gathered above, plus any other items identified at the time of the inspection. The report shall be provided to the Town within 7 days of the inspection.

APPENDIX C

[Sample] Standard Form of Agreement Between Owner and Service Provider

AGREEMENT made as of the **_____**day of **_____** in the year of **_____.**

BETWEEN the Owner: **Town of Clayton**

and the Service Provider: **_____**

The Project is: ***Town of Clayton - Service Work at Town Facilities***

The Owner and Service Provider agree as follows.

ARTICLE 1 THE CONTRACT DOCUMENTS

A. The Contract Documents consist of this Agreement, Request for Proposal (RFP) to provide Miscellaneous Hourly Construction Work, Service Work and Material Supplying RFP, dated September 2026 issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents other than Modifications appears in Article 7.

ARTICLE 2 THE WORK OF THIS CONTRACT

A. The Service Provider shall fully execute the Work described in the Request for Proposal (RFP) to provide Service Work for _____, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT OF WORK AND END OF CONTRACT PERIOD

A. The date of commencement of the Work shall be January 1, 2027.

B. The end of the Contract Period shall be December 31, 2027, unless extended by agreement of both parties in writing.

ARTICLE 4 CONTRACT SUM

A. The Owner shall pay the Service Provider according to the unit prices, materials supplied (if any), and the stated markups for materials furnished (if any) for the performance of miscellaneous work stated in Article 2 above, on a monthly basis.

ARTICLE 5 PARTIAL PAYMENTS

A. The Service Provider shall bill the Town as stated in RFP; if not stated, the Service Provider shall invoice on a monthly basis whenever work may be performed.

B. The period covered by each Invoice for Payment shall be one calendar month ending on the last day of the month unless stated otherwise in the RFP.

C. Service Provider shall provide daily time sheets and material sheets to cover each day's work. These shall be approved by Town's representative on a weekly basis and submitted with the monthly invoice or as stipulated in the RFP. This requirement may be waived on lump sum bid items.

D. The Invoice must be submitted to the Town of Clayton in accordance with their normal accounting review and payment process.

E. Payment by the Town will be within 30 days, if proper procedures are followed.

ARTICLE 6 MISCELLANEOUS PROVISIONS

A. Where reference is made in this Agreement to Contract Document, the reference refers to the Request for Proposal (RFP) to provide Miscellaneous Hourly Construction Work, Service Work, and Material Supplying RFP, dated September 2026.

B. The Owner's representative for this work will be the Town Supervisor. Note: The Town Supervisor may appoint different Town project representatives over the term of this contract, as this contract may involve numerous small short-term projects at different facilities.

C. The Service Provider's representative is: _____

ARTICLE 7 ENUMERATION OF CONTRACT DOCUMENTS

A. The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

B The Agreement is this executed Standard Form of Agreement Between Owner and Service Provider.

C. The Contract Documents are the Request for Proposal (RFP) to provide Miscellaneous Hourly Construction Work, Service Work, and Material Supplying RFP, dated September 2026.

This Agreement is effective on January 1, 2027. It is executed in at least two original copies, of which one is to be delivered to the Service Provider, and one to the Owner.

_____	_____
OWNER (Signature)	*SERVICE PROVIDER (Signature)*
Timothy Doney, Supervisor	_____
_____	_____
(Date Signed)	(Date Signed)

APPENDIX D

[Sample] Standard Form of Agreement Between Owner and Contractor

AGREEMENT made as of the **_____**day of **_____** in the year of **_____.**

BETWEEN the Owner: **Town of Clayton**

and the Contractor: **_____**

The Project is: ***Town of Clayton - Miscellaneous Hourly Construction Work at Town Facilities***

The Owner and Contractor agree as follows.

ARTICLE 1 THE CONTRACT DOCUMENTS

A. The Contract Documents consist of this Agreement, Request for Proposal (RFP) to provide Miscellaneous Hourly Construction Work, Service Work and Material Supplying RFP, dated September 2026 issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents other than Modifications appears in Article 7.

ARTICLE 2 THE WORK OF THIS CONTRACT

A. The Contractor shall fully execute the Work described in the Request for Proposal (RFP) to provide Miscellaneous Hourly Construction Work for _____, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT OF WORK AND END OF CONTRACT PERIOD

A. The date of commencement of the Work shall be January 1, 2027

B. The end of the Contract Period shall be December 31, 2027, unless extended by agreement of both parties in writing.

ARTICLE 4 CONTRACT SUM

A. The Owner shall pay the Contractor according to the unit prices, materials supplied (if any), and the stated markups for materials furnished (if any) for the performance of miscellaneous work stated in Article 2 above, on a monthly basis.

ARTICLE 5 MONTHLY PAYMENTS

A. The Contractor shall bill the Town on a monthly basis whenever work may be performed.

B. The period covered by each Invoice for Payment shall be one calendar month ending on the last day of the month.

C. Contractor shall provide daily time sheets and material sheets to cover each day's work. These shall be approved by Town's representative on a weekly basis and submitted with the monthly invoice.

D. The Invoice must be submitted to the Town of Clayton in accordance with their normal accounting review and payment process.

E. Payment by the Town will be within 30 days, if proper procedures are followed.

ARTICLE 6 MISCELLANEOUS PROVISIONS

A. Where reference is made in this Agreement to Contract Document, the reference refers to the Request for Proposal (RFP) to provide Miscellaneous Hourly Construction Work, Service Work, and Material Supplying RFP, dated September 2026.

B. The Owner's representative for this work will be the Deputy or Town Supervisor. Note: The Town Supervisor may appoint different Town project representatives over the term of this contract, as this contract may involve numerous small short-term projects at different facilities.

C. The Contractor's representative is: _____

ARTICLE 7 ENUMERATION OF CONTRACT DOCUMENTS

A. The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

B The Agreement is this executed Standard Form of Agreement Between Owner and Contractor.

C. The Contract Documents are the Request for Proposal (RFP) to provide Miscellaneous Hourly Construction Work, Service Work, and Material Supplying RFP, dated September 2026.

This Agreement is effective on January 1, 2027, and is executed in at least two original copies, of which one is to be delivered to the Contractor, and one to the Owner.

_____	_____
OWNER (Signature)	*CONTRACTOR (Signature)*
Timothy Doney, Supervisor	_____
_____	_____
(Date Signed)	(Date Signed)