

**LEGAL NOTICE
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Thompson will receive bids in accordance with specifications prepared therefore which may be obtained without charge at the Office of the Town Clerk of the Town of Thompson, Town Hall, 4052 State Route 42, Monticello, New York for the following:

Custodial Cleaning Services for Town of Thompson Offices

Said bids shall be mailed or delivered so that they shall be received at the office of the said Town Clerk on or before 2:00 o'clock P.M., Prevailing Time on Thursday, November 13, 2025 at which date and hour all bids shall be publicly opened and read.

By Order of the Thompson Town Board
4052 Route 42, Monticello, NY 12701
Date: October 21, 2025
Marilee J. Calhoun
Town Clerk

TOWN OF THOMPSON

4052 ROUTE 42 - TOWN HALL
Monticello, New York 12701
845-794-2500

COMPETITIVE BID PACKAGE

Custodial Cleaning Services for Town of Thompson Offices

INSTRUCTIONS TO BIDDERS
SPECIFICATIONS
BIDDER PROPOSAL

WILLIAM J. RIEBER
Supervisor

MICHAEL B. MEDNICK
Attorney for the Town

The enclosed Instructions to Bidders, Specifications and Bidder's Proposal are forms upon which the Town of Thompson accepts competitive bids pursuant to the provisions of the General Municipal Law. As a bidder you are expected to know and understand the terms and conditions contained in this package. Your failure to comply with the terms and conditions upon which bids are accepted may result in disqualification of your bid. Be certain of the time when your bid must be submitted.

This is a bid prepared for:

- ☐ Town-wide
- ☐ Department of
- ☒ More than one department

GENERAL CONDITIONS

SUBMITTAL OF PROPOSAL: All bids shall be made upon and in accordance with the forms, which contain these instructions to bidders and the specifications, which shall be available from the Town Clerk. Bids must be submitted in sealed envelopes addressed to the Town Clerk, Town of Thompson Town Hall, 4052 Route 42, Monticello, NY 12701, and must be received prior to **2:00 pm on November 13, 2025**. Envelopes should be identified as "Custodial Cleaning Services for Town of Thompson Offices" and shall bear upon the face thereof the name and address of the bidder.

CERTIFICATE OF NON-COLLUSION: Attention of the bidders is particularly called to Section 103-d of the General Municipal Law of the State of New York on Non-Collusive Bidding. 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 its own organization, under the penalty of perjury, that to the best of his knowledge or belief: (1) The prices of this bid 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 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 by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by any bidder to insure any other person, partnership or corporation to submit or not to submit a bid for the purposes of restriction competition.

OWNER'S RIGHTS RESERVED: The Town of Thompson reserves the right to reject any or all Proposals and to waive any informality or technicality in any Proposal in the interest of the Town. The Town reserves the right to award the work as described or any portion of the work, whichever best suits its needs.

CONTRACT PERIOD: The contract period shall be from December 1, 2025 through November 31, 2026, with possible yearly renewals, upon mutual agreement, for an additional four (4) year period, with consideration of any increase in the Prevailing Wage Rate.

PROJECT CONDITIONS: It is the intent of this specification to describe year-round Custodial Cleaning Services for the following Town buildings:

1. Town Hall, 4052 NYS Route 42, Monticello NY
2. Water & Sewer Department, 128 Rock Ridge Rd, Monticello NY

See further detail under Scope of Work at the end of the bid package. All work must comply with the NYS Department of Labor Prevailing wage requirements, see attached prevailing wage rate schedule for further details. Each bidder must submit the attached form with additional information as required, according to the specifications for custodial cleaning at both locations.

PREVAILING WAGE: All contractors and any subcontractors to the Town of Thompson shall be required to pay the prevailing rate of wage to all workers under a public works contract and to provide proof that they comply with the NY Department of Labor prevailing wage statute for general construction rates in Sullivan County for their employees. The awarded contractor shall provide to the Town Comptroller certified payroll records which confirm compliance with the NY Department of Labor prevailing wage statute, and shall cooperate and provide any other documentation required by the town comptroller pursuant to this section as maybe demanded by the NY State Department of Labor.

INSURANCE: The bidder shall provide an insurance policy with the Town of Thompson named as an additional insured for the sum not less than \$1,000,000 Public Liability coverage and \$1,000,000 Property Damage coverage and Workers Compensation and Disability Benefits, insurance covering employees of the contractor as required by law.

INDEMNIFICATION: The bidder shall defend, indemnify, and hold harmless the Town of Thompson against any claims made against the Town of Thompson for the bidder's improper, illegal, or negligent handling or disposal of the materials herein. All debris must be brought to the landfill.

TAXES: Purchases by the Town of Thompson for its use are not subject to any sales, use or federal excise taxes and the price submitted shall be exclusive of federal and state taxes. Exemption certificates will be executed upon request and payment.

AWARD: Award of the bid shall be made by the appropriate officer of the Town of Thompson. In cases where two or more responsible bidders submit identical bids as to price, the contract may be awarded to either of such bidders. The award shall be made on the most advantageous bid, on a quality versus price basis, taking into consideration the responsibility of the bidder and materials or items deemed to be best adapted to the uses of the Town of Thompson. Failure on the part of the successful bidder to comply with all terms of the contract and specification as set forth herein, may result in disqualification of the bidder from future bidding, and/or termination of the contract. The Town of Thompson or department awarding the bid reserves the right to waive any formalities or reject any and all bids, or to accept any bid which it deems in the best interests of the Town of Thompson. Upon town board resolution the successful bidder shall be notified and shall have 30 days to execute a contract containing the terms of their submitted and accepted bid packet. All contracts shall also contain and be the subject to the terms contained in the Town of Thompson standard contract rider which is attached to this bid packet. Failure to enter into a contract with the town within the provided time frame shall constitute a default under the bid conditions and shall be subject to recommendation as deemed appropriate by the Town of Thompson.

BIDDERS QUALIFICATION: The Town reserves the right to request references or any additional information deemed necessary to review his/her experience in constructing the type of improvements embraced in this project.

SUBMISSION AND OPENING OF BIDS: Bids for consideration must be submitted to the above address or be in the possession of the Town Clerk not later than **2:00pm on Thursday, November 13, 2025** at which time the bids will be publicly opened and read. No bid may be withdrawn by any bidder for a period of 45 days from the date of bid opening.

CONTRACTOR REQUESTS FOR PAYMENTS: The contractor may provide a single complete, request for payment to the owner at the satisfactory completion of the project. The Town reserves the right to suspend processing of the contractor's request for payment until all required information is provided including certified payrolls. The contractor has the option of requesting an interim payment request in addition to the final request, if work progresses and an interim payment is warranted within the contract period.



4052 Route 42, Monticello NY 12701

Town Board Members

Deputy Supervisor Melinda Meddaugh
Scott Mace
John Pavese
Ryan Schock

MEDIA CONTACT

Town Supervisor
William J. Rieber, Jr.
845-794-2500 Ext. 306
Supervisor@ThompsonNY.gov

RE: NOTICE TO BIDDERS:

Attached you will please find a copy of the Town of Thompson Bid Specifications For:

Custodial Cleaning Services for Town of Thompson Offices

Your bid is due no later than 2:00 P.M. on the 13th day of November and should be returned to the Town Clerk in a **SEALED ENVELOPE** clearly marked **Bid Enclosed: Custodial Cleaning Services for Town of Thompson Offices**

If you have any questions regarding the Bid Specifications, please feel free to contact Karen Schaefer at 845.794.2500 x306.

Thanking you in advance for your participation in this bid.

Date: October 27, 2025

Re: Custodial Cleaning Services for Town of Thompson Offices

The Town of Thompson is requesting bids for Custodial Cleaning Services at the Town of Thompson Town Hall and Water & Sewer Department, as outlined within, located at the Town of Thompson Town Hall, 4052 State Route 42, Monticello, NY 12701.

For questions please contact:

Karen Schaefer

Phone: 845.794.2500 x306

Email: kschaefer@thompsonny.gov

Custodial Cleaning Services for Town of Thompson Offices

Bid Sheet

Company Name: _____

Contact Name: _____

Address: _____

Email Address: _____

Telephone Number: _____

Bid Amounts:

Town Hall **Cost for twice per week:** _____

Water & Sewer Department **Cost for once per week:** _____

Total Annual Bid Amount: _____

Authorized Signature: _____

Print Name: _____

Date: _____

Scope of Work

It is the intent of this specification to describe year-round Custodial Cleaning Services for the following Town buildings:

1. Town Hall, 4052 NYS Route 42, Monticello NY
2. Water & Sewer Department, 128 Rock Ridge Rd, Monticello NY

Each bidder must submit the attached Submittal Form with additional information as required, according to the specifications for custodial cleaning at both locations.

Maintenance consists of cleaning floors by sweeping and mopping, waxing (stripping and sealing will be bid separately, when needed). Carpeted floors should be vacuumed and cleaned with a commercial grade vacuum (carpet shampooing will be bid separately, when needed). Bathrooms and kitchen areas should be mopped, disinfected, tiles cleaned, toilets and sinks cleaned and all supplies filled.

Dusting all areas of public areas and offices as needed. Emptying all trash and place in dumpster. Notify person in charge if supplies and/or repairs are needed.

Meeting rooms, conference rooms, offices, common areas, corridors, reception areas, waiting room areas:

- a. Mop or vacuum all floors
- b. wipe down fixtures, countertops and ledges
- c. Spot clean walls, doors, door knobs and clean entry glass
- d. Dust corners, window frames, baseboards and molding
- e. Empty wastebaskets and waste receptacles

Lavatories and Kitchen Areas:

- a. clean floors
- b. wipe down fixtures, countertops and ledges
- c. clean & disinfect toilet bowls and urinals
- d. refill bathroom dispenser items
- e. clean mirrors
- f. empty and clean wastebaskets & receptacles

Town Hall is to be cleaned twice weekly after hours and shall not interfere with court hours or night meetings. The Water & Sewer Department is to be cleaned once per week after hours.

Excluded Areas: Equipment and mechanical rooms, file and storage rooms, and janitor closets.

Supplies/Chemicals: All supplies and chemicals, except as stated in the specification, used in the performance of the services, will be provided by the contractor. Contractor must submit Material Safety Data Sheets (MSDS) for all chemicals used. Green cleaning products must be used. Contractor must submit brand name and list of items being used with proposal.

The Town will supply the following materials:

- a. soap, used in lavatories & kitchen
- b. toilet tissue
- c. paper towels
- d. disposal plastic trash liners

Bidder is Responsible for filling NYSDOL notifications and variances with regulatory agencies.

Introduction to the Prevailing Rate Schedule

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the classification(s) in which the worker was employed. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500).

Requesting a Wage Schedule

For every building service contract, the public agency must file a statement identifying the types of employees and work to be performed by submitting a Request for Wage and Supplement Information form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year.

The Public Agency must include the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rates. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times the prevailing basic cash hourly rate.

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule.

A supplemental benefit of 'paid time off' shall be provided as paid leave, or converted to an hourly value paid to the employee. If 'paid time off' is converted to an hourly monetary value, such an amount is to be paid in addition to any other hourly supplements required by this schedule.

The hourly value for 'paid time off' would be calculated as follows: hourly wage rate X 8 hours per day X total number of paid days off divided by 2080 hours. For example: \$16.00 per hour wage rate X 8 hours per day = \$128.00; \$128.00 X 5 paid days off = \$640.00; \$640.00 divided by 2080 hours = \$0.31 per hour. The \$0.31 per hour amount would be in addition to any other required supplemental monetary amount paid.

All 'paid time off' provided to part-time employees, shall be prorated (divided, distributed, or assessed proportionately) based on fulltime equivalent hours.

The amount of 'paid time off' for part-time employees, would be calculated as follows: number of part-time weekly hours divided by 40 fulltime weekly hours = percentage of 'paid time off' for part-time employee. For example: a fulltime employee works 40 hours per week and a part-time employee works 30 hours per week (30 hours divided by 40 hours = .75); If a fulltime employee is provided 5 paid vacation days (5 X .75 = 3.75), a part-time employee would be provided 3.75 paid vacation days.

Paid Prenatal Leave

Every employer shall be required to provide to its employees twenty hours of paid prenatal personal leave during any fifty-two week calendar period. Paid prenatal personal leave shall mean leave taken for the health care services received by an employee during their pregnancy or related to such pregnancy, including physical examinations, medical procedures, monitoring and testing, and discussions with a healthcare provider related to the pregnancy. Paid prenatal personal leave may be taken in hourly increments. Benefits for paid prenatal personal leave shall be paid in hourly installments. Employees shall receive compensation at the employee's regular rate of pay, or the applicable minimum wage established by the labor law, whichever is greater, for the use of Paid Prenatal leave.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

NOTE: For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".

If you have any questions concerning the attached schedule or would like additional information, please write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Sullivan County Article 9

Exterminators, Fumigators

10/01/2025

JOB DESCRIPTION Exterminators, Fumigators

DISTRICT 10

ENTIRE COUNTIES

Dutchess, Nassau, Orange, Putnam, Rockland, Suffolk, Sullivan, Westchester

WAGES

Per hour:

07/01/2025	01/01/2026	07/01/2026
\$ 25.94	\$25.94	\$ 27.00

All work between 5pm and 7am an additional .44 per hour.

IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS

The following are additional to the wage.

All supplements are based on 40hrs a week and start after 90 days.

Per hour:

	07/01/2025	01/01/2026	07/01/2026
20 or more hours per week	\$ 12.04	\$ 12.38	\$ 12.38
More than 2 days per week less than 20 hours per week	\$ 8.24	\$ 8.49	\$ 8.49
Two or less days per week	\$ 0.18	\$ 0.18	\$ 0.18

Sick Time:

Up to 52 weeks of employment 4 days. At anniversary of first year 6 additional days added to that first year.

Additionally after 1 full year with employer 10 sick days per year. All unused sick days, at the end of the calendar year, are paid in full by February 28 of each year.

During first 52 weeks with employer 5 Days

After first 52 weeks with employer 10 Days

After 7 years with employer 15 Days

After 15 years with employer 20 Days

Paid time off for part-time employees shall be prorated. (See "Introduction to the Prevailing Rate Schedule", 'Wage and Supplements' heading, for a detailed explanation.)

OVERTIME PAY

See (B, B3) on OVERTIME PAGE

Hours worked on 6th consecutive day in week paid 1.5 times wage

Make-up day allowed if day missed during week without overtime pay required.

HOLIDAY

Paid: See (5, 6, 11, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 25) on HOLIDAY PAGE

In addition, employees are entitled to an additional holiday, Martin Luther King Jr. Day, Good Friday, Eid-al-Fitr, Juneteenth, Yom Kippur, Election Day, or Veterans' Day, at the option of the employee.

All work on Holiday at 1.5 times rate plus Holiday pay.

10-32 BJ

Fuel Delivery

10/01/2025

JOB DESCRIPTION Fuel Delivery

DISTRICT 10

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

Per hour:

07/01/2025

\$ 32.38

IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS

Per hour: \$ 2.46

OVERTIME PAY

See (B, B3) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S

Guards, Security

10/01/2025

JOB DESCRIPTION Guards, Security

DISTRICT 10

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

Per hour: 07/01/2025

Security Guard (Armed) \$ 33.89

Security Guard (Unarmed) \$ 22.59

IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS

Per hour: \$ 2.46

OVERTIME PAY

See (B, B3) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S

Janitor, Porter, Cleaner

10/01/2025

JOB DESCRIPTION Janitor, Porter, Cleaner

DISTRICT 10

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Westchester

WAGES

Per hour

07/01/2025

10/01/2025

01/01/2026

Janitor/Porter/ /Cleaner/ Elevator Operator	\$ 19.45	\$ 20.45	\$ 20.45
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NOTE: Duct cleaning is broken down into two separate functions.

1. The Disassembly, re-assembly and modification of duct, which is covered under Article 8
2. The actual cleaning of the duct which is covered by Article 9

IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS

Note: Employees retained by an Employer at a newly contracted location shall be given credit for length of service with predecessor employer(s) for all purpose including but not limited to Monetary Benefit entitlement, Vacation entitlement, Holiday entitlement, and Sick Leave entitlement.

	07/01/2025	10/01/2025	01/01/2026
MONETARY BENEFIT*			
Full Time**			
Less than 6 months	\$ 7.67	\$ 7.67	\$ 8.16
After 6 months	\$ 7.75	\$ 7.75	\$ 8.24
Part Time**			
Less than 6 months	\$ 1.09	\$ 1.09	\$ 1.09
After 6 months	\$ 1.25	\$ 1.25	\$ 1.25

(*)Amounts are payable after 90 days only on first 40 hrs paid unless note above applies to employee.

(**)FULL TIME defined employees regularly scheduled to work a minimum of 27.5 hours per week

SICK LEAVE

Beginning with an employee's seventh month of employment, all employees are entitled to seven (7) sick days per calendar year, except in employee's first year of employment when he shall be entitled to 3 days, after 90, then pro rated up to 270 days of employment. Unused sick time to be paid in full by pay week closest to 12/15.

VACATION LEAVE

Time Employed	Vacation Earned
6 Months	3 Days
1 Year	1 Week
2 Years	2 Weeks
5 Years	3 Weeks
15 Years	4 Weeks
25 Years	5 Weeks

Vacation pay is based upon the employee's regularly scheduled straight time hours.

Paid time off for part-time employees shall be prorated. (See "Introduction to the Prevailing Rate Schedule", 'Wage and Supplements' heading, for a detailed explanation.)

OVERTIME PAY

See (B, B3) on OVERTIME PAGE

All work on 6th consecutive day paid at 1.5 times rate

All work on 7th consecutive day paid at 2 times rate

HOLIDAY

Paid: See (5, 6, *29) on HOLIDAY PAGE

*Note: If an employee is required to work on Juneteenth, said employee shall receive an additional Floating Holiday in lieu of Juneteenth holiday/holiday pay.

Plus choice of either Presidents Day(25) or Martin Luther King, Jr. Day(26)

Plus an additional 2 Floating Holidays

In order to be eligible for holiday pay, an employee must work 2 days in week prior to the holiday and complete 60 day probation period. When any of the stated holidays shall fall on Saturday or Sunday, it shall be observed on the following Monday or preceding Friday, depending upon when the building is closed.

10-32 BJ

Landscape Maintenance Around Buildings

10/01/2025

JOB DESCRIPTION Landscape Maintenance Around Buildings

DISTRICT 10

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

Per hour: 07/01/2025

\$ 22.38

Landscape maintenance work around a building, that is simple mowing, shrub trimming, etc., or clean-up type activities not associated with a construction project, is covered under Article 9. Mowing and /or spreading seed, fertilizer, or pest control material in: athletic fields, parks, cemeteries, sides of roadways/highways is NOT covered.

Installation, maintenance, or repair of artificial turf/synthetic sport surfaces is covered under Article 8.

NOTE: If the same Employee doing Article 9 landscape maintenance, also does work that is traditionally covered under Article 8 (i.e. resurfaces or grades an area, moves large amounts of topsoil, planting or removal of shrubs or trees, etc.) that work is covered under Article 8.

IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS

Per hour: \$ 2.46

OVERTIME PAY

See (B, B3) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S

Moving Furniture and Equipment

10/01/2025

JOB DESCRIPTION Moving Furniture and Equipment

DISTRICT 10

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

Per hour: 07/01/2025

Driver-Heavy & Tractor Trailer \$ 32.38

(capacity of at least 26,000
pounds Gross Vehicle Weight)

Driver-Light Truck 25.20

Helper 21.91

Packer* 18.92

*Packs, wraps, labels office furniture and equipment; Loads on to dollies.

IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS

Per hour: \$ 2.46

OVERTIME PAY

See (B, B3) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S

Stationary Engineer

10/01/2025

JOB DESCRIPTION Stationary Engineer

DISTRICT 10

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

***** IMPORTANT NOTICE *****

WHEN SEEKING WAGE RATES FOR A PROJECT SUCH AS SERVICING, INSTALLING OR REPLACING A GENERATOR, BOILER, HVAC UNIT, OR A WATER TANK, ARTICLE 8 CONSTRUCTION RATES WOULD APPLY.

FOR QUESTIONS REGARDING THE APPROPRIATE CLASSIFICATIONS, PLEASE CALL THE BUREAU OF PUBLIC WORK DISTRICT OFFICE COVERING THE COUNTY OF THE PROJECT.

FOR INFORMATION REGARDING STATIONARY ENGINEER RATES, CONTACT THE NYS DOL BUREAU OF PUBLIC WORK AT (518) 457-5589

OVERTIME PAY

HOLIDAY

10-Information

Trash and Refuse Removal

10/01/2025

JOB DESCRIPTION Trash and Refuse Removal

DISTRICT 10

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan

WAGES

Per hour: 07/01/2025

\$ 28.75

IMPORTANT INFORMATION:

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SUPPLEMENTAL BENEFITS

Per hour: \$ 2.46

OVERTIME PAY

See (B, B3) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S

Trash and Refuse Removal

10/01/2025

JOB DESCRIPTION Trash and Refuse Removal

DISTRICT 10

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

For use with Transfer Station Site Operations Only

Per hour: 07/01/2025

Indus. Truck Driver/Tractor Operator \$ 25.73

Laborer/ non-construction \$ 21.91

Conveyor operators and tenders \$ 23.66

Weighers/Measurers \$ 23.87

IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS

Per hour: \$ 2.46

OVERTIME PAY

See (B, B3) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S - Trans.Station.Ops

Window Cleaners

10/01/2025

JOB DESCRIPTION Window Cleaners

DISTRICT 10

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Westchester

WAGES

Per Hour Worked:

	07/01/2025	10/01/2025	10/01/2026
Window Cleaner:	\$ 24.78	\$ 25.78	\$26.18

IMPORTANT INFORMATION: Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS

Note: Employees retained by an Employer at a newly contracted location shall be given credit for length of service with predecessor employer(s) for all purpose including but not limited to Monetary Benefit entitlement, Vacation entitlement, Holiday entitlement, and Sick Leave entitlement.

	07/01/2025	10/01/2025	01/01/2026
MONETARY BENEFIT*			
Full Time**			
Less than 6 months	\$ 7.67	\$ 7.67	\$ 8.16
After 6 months	\$ 7.75	\$ 7.75	\$ 8.24
Part Time**			
Less than 6 months	\$ 1.09	\$ 1.09	\$ 1.09
After 6 months	\$ 1.25	\$ 1.25	\$ 1.25

(*)Amounts are payable after 90 days employment and only on first 40 hrs unless note above applies to employee.

(**)FULL TIME defined employees regularly scheduled to work a minimum of 27.5 hours per week

SICK LEAVE

Beginning with an employee's seventh month of employment, all employees are entitled to seven (7) sick days per calendar year, except in employee's first year of employment when he shall be entitled to 3 days, after 90, then pro rated up to 270 days of employment. Unused sick time to be paid in full by payweek closest to 12/15.

VACATION LEAVE

Time employed	Vacation Earned
6 Months	3 Days
1 Year	1 Week
2 Years	2 Weeks
5 Years	3 Weeks
15 Years	4 Weeks
25 Years	5 Weeks

Vacation pay is based upon the employee's regularly scheduled straight time hours.

Paid time off for part-time employees shall be prorated. (See "Introduction to the Prevailing Rate Schedule", 'Wage and Supplements' heading, for a detailed explanation.)

OVERTIME PAY

See (B, B3) on OVERTIME PAGE

All work on 6th consecutive day paid at 1.5 times rate

All work on 7th consecutive day paid at 2 times rate

HOLIDAY

Paid: See (5, 6, *29) on HOLIDAY PAGE

*Note: If an employee is required to work on Juneteenth, said employee shall receive an additional Floating Holiday in lieu of Juneteenth holiday/holiday pay.

Plus choice of either Presidents Day(25) or Martin Luther King, Jr. Day(26)

Plus an additional 2 Floating Holidays

In order to be eligible for holiday pay, an employee must work 2 days in week prior to the holiday and complete 60 day probation period. When any of the stated holidays shall fall on Saturday or Sunday, it shall be observed on the following Monday or preceding Friday, depending upon when the building is closed.

10-32 BJ

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (B3) Time and one half of the hourly rate after 40 straight hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays

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- (S) Two and one half times the hourly rate for Holidays
 - (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
 - (T) Triple the hourly rate for Holidays
 - (U) Four times the hourly rate for Holidays
 - (V) Including benefits at SAME PREMIUM as shown for overtime
 - (W) Time and one half for benefits on all overtime hours.
 - (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day
- (28) Easter Sunday

(29) Juneteenth

TOWN OF THOMPSON

STANDARD CONTRACT RIDER

Notwithstanding anything contained in the attached contract and unless such contract shall specifically state that a provision thereof modifies this rider, the following provisions shall apply to this contract and shall be interpreted as if more fully set forth therein:

1. **DEFINITIONS:** Unless the context requires a different meaning, the following terms shall have the meanings set forth herein:
 - i. "Town" shall mean Town of Thompson.
 - ii. "Board" shall mean the Town Board of the Town.
 - iii. "Supervisor" shall mean Town Supervisor.
 - iv. "Department Head" shall mean any official of the Town who is party to a contract or supervises a contract
 - v. "State" shall mean the State of New York.
 - vi. "Vendor" or "Contractor" shall mean the party who is required to perform services or supply goods to the Town pursuant to this contract.
 - vii. "Person" shall mean a natural person, corporation, partnership, firm or other entity.
2. **REPRESENTATIONS OF VENDOR:** The Vendor represents and warrants to the Town that:
 - i. Vendor has the knowledge and experience necessary to perform this contract and provide the services on Vendor's part to be provided hereunder.
 - ii. Vendor has not filed or had filed against Vendor a petition in bankruptcy.
 - iii. Vendor has not been convicted of a crime under the laws of the United States or of the State or any other state.
 - iv. Vendor has not been disqualified from performing any contract funded by the Federal government, the State, or the Commonwealth and that there is no proceeding pending or threatened against Vendor by any such governmental authority.
 - v. If required by this contract or applicable law, Vendor is licensed or employs employees who are licensed to perform the services to be provided pursuant to this contract.
 - vi. No officer or employee of the Town has an interest in this contract which would disqualify the Vendor from performing this contract and receiving payment therefore.
 - vii. Vendor's facilities are accessible to the handicapped or will be made accessible to the handicapped in accordance with applicable regulations.
 - viii. Vendor has disclosed, in writing, to the Town all facts relating to the representations herein made which are not as stated in this paragraph.

- ix. Vendor agrees to comply with all terms of the Town's Sexual Harassment Policy and Vendor and all employees shall refrain from such conduct and shall report any allegations of such conduct. Failure to comply with this regulation shall be considered a breach of the Contract and cause immediate termination of this Contract.
3. **PAYMENTS:** The Town shall pay to the Vendor for services rendered pursuant to this contract the sum set forth in the attached contract.
- i. Payment shall be made as set forth in the annexed contract after submission to the Town by the Vendor of a voucher prepared by and on Vendor's letterhead with Vendor's voucher properly certified as therein set forth which voucher shall set forth in detail the dates and description of all of the services and the amount of the charges therefore for which claim for payment is made.
 - ii. Payment shall be made to the Vendor after approval of said voucher by the Town.
 - iii. Vendor shall supply such information as may be required by the Town for tax purposes including but not limited to Tax Payer Identification or Social Security Numbers and shall certify pursuant to Internal Revenue Service regulations, if required, as to such information as may be required by such regulations.
4. **APPROPRIATIONS:** If this contract is funded by a grant or contract between the Town and the State or Federal governments or is otherwise subject to legislative appropriation, the Town shall not be liable beyond the funds authorized by such legislation or provided by the State or Federal governments. In the event that such funding shall be terminated or reduced, this contract shall end on the effective date of notice of termination. The Town shall remain liable for all charges and expenses incurred prior to the date of termination. If funding is reduced below the level authorized by the Town and the parties do not desire to terminate this contract, funding shall be deemed to have been reduced to the amount authorized by the State or Federal government as set forth in notice given by the Town to the Vendor to which the Vendor shall consent.
5. **PERFORMANCE OF THIS CONTRACT:** The performance of this contract will conform to the requirements of the Town or the State and its regulations. It is understood that funding to the Town by the State is contingent upon compliance with such requirements as may be imposed by the State.
6. **SINGLE AUDIT PROVISIONS:** If applicable, a Vendor shall provide the Town with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act if the Vendor has received, in any fiscal year, \$25,000.00 or more funds provided by a Federal financial assistance program from a Federal agency pursuant to this contract and all other contracts with the Town. The audit shall be filed with the Town within six (6) months after the close of Vendor's fiscal year, but the Town may extend such time to file such audit for a period not to exceed twelve (12) months after the close of Vendor's fiscal year. The audit shall be prepared at the sole cost and expense of Vendor, provided, however, that if allowed by the financial assistance program, Federal funds received by the Vendor may be applied to payment of the cost of the audit. A violation of this paragraph shall constitute a default under this contract.
7. **AUDIT OF PAYMENT:** The Town (or any other agency or the State) shall have the right at

any time during the term of this contract and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Vendor shall comply with any demand made by the Town to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Vendor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the Town prior to the date of this contract. The revenues and expenditures of the Vendor in connection with this contract shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. Vendor agrees to provide to or permit the Town to examine or obtain copies of any documents relating to the payment of money to the Vendor or expenditures made by the Vendor for which reimbursement is made to the Vendor by the Town. The right of the Town hereunder shall not be dependent upon the Town bringing any action to enforce this provision. The Vendor shall maintain all records required by this paragraph for 7 years after the date this contract is terminated or ends.

8. **MONITORING OF PERFORMANCE:** The Town (or any other agency or the State) shall have the right during the term of this contract and for the period limited by the applicable statute of limitations to ensure that the services provided or to be provided by the Vendor have been provided as herein agreed. The Town shall have the right to monitor the total operations of the program, including but not limited to actual program activity and the preparation of progress reports and evaluations by the Town. The Vendor shall submit to the Town quarterly reports. The Town or the annexed contract may require more frequent or different reports as therein provided. [This provision which requires the submission of reports may be waived by the Town in writing, for good cause shown.] The Vendor hereby consents to the examination of Vendor's records and agrees to provide to or permit the Town to examine or obtain copies of any documents relating to the performance of this contract. The right of the Town hereunder shall not be dependent upon the Town bringing any action to enforce this provision. The Vendor shall maintain all records required by this paragraph for 7 years after the date this contract is terminated or ends.

9. **NON-DISCRIMINATION:**

- i. Vendor shall not discriminate against any person who is to participate in or receive benefits under this contract on the basis of race, religion, creed, color, national origin, sex, disability or marital status.
- ii. The Vendor assures the Town that it will comply with all applicable laws and regulations prohibiting discrimination in employment on the grounds of race, religion, creed, color, national origin, sex, disability, marital status and other non-merit factors. The Vendor understands and agrees that this contract, understanding or agreement to which this assurance relates can be terminated upon a finding by any governmental agency that the undersigned is in violation of applicable discrimination laws and that such finding will also disqualify the Vendor for future contracts with the Town. The Vendor certifies to the Town that there is no pending or outstanding decision, ruling or order against Vendor finding the Vendor in violation of laws against discrimination nor is any such action pending or threatened.
- iii. No funds received by Vendor pursuant to this contract will be used for sectarian purposes or to further the advancement of any religion. If the Vendor is, or is deemed

to be, a religious or denominational institution or organization, or an organization operated by or under the control of a religious or denominational institution or organization, Vendor agrees that it will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion; it will not discriminate against any person who is eligible to participate in any program or activity provided pursuant to this agreement by Vendor on the basis of religion and will not limit the programs or activities or give preference to person on the basis of religion; it will not provide religious instruction or counseling, conduct religious worship or services, engage in religious proselytizing, or exert other religious influence in the provision of services for the use of facilities or furnishings funded in whole or part under this contract or any other agreement by the Town.

- iv. The Vendor shall attach the provisions of this paragraph to any subcontract which is executed pursuant to this contract.

10. **COMPLIANCE WITH LAWS AND REGULATIONS:** The Vendor shall comply with all applicable Federal or State laws and regulations. If the Vendor or persons in Vendor's employ are required to be licensed by the State or any other agency, the Vendor shall employ the required licensed personnel and shall not permit or suffer any unlicensed personnel to perform any services required to be performed pursuant to this contract by a licensed employee. Upon Vendor's request, the Town will advise Vendor of references to or copies of all applicable regulations.

11. **INSURANCE:** The Vendor shall provide to the Town at Vendor's own cost and expense the following insurance coverages by carriers satisfactory to the Town and licensed to do business in the State:

- i. **PUBLIC LIABILITY** insurance with policy limits of at least \$1,000,000, naming the Town as an additional insured.
- ii. **WORKER'S COMPENSATION** and **DISABILITY BENEFITS** insurance covering employees of the Vendor as required by law.
- iii. **PROFESSIONAL LIABILITY** insurance with policy limits as may be common in the profession of the Vendor for each professional employee performing services under this contract.
- iv. **ADDITIONAL INSURANCE** as the Town may require to cover the reasonable risks related to this contract, provided however, if such insurance coverage is required after the date of this contract and was not the usual coverages carried for performance of work of a similar nature, then and in that event the Town shall pay to the Vendor as additional compensation under this contract the reasonable premium for such insurance coverage.
- v. **OTHER REQUIREMENTS:** Vendor shall provide to the Town certificates of insurance for each policy required to be provided or carried by the Vendor. All policies which name the Town as an additional insured shall have the standard 10 day notice of cancellation provision which shall provide for notice of cancellation to be given to the Town. The company issuing the policy shall be of sufficient size and amount of capital to cover the loss insured against. Ratings shall be determined upon review of same as

set forth in A.M. Best ratings for the current year. The Town may waive in writing compliance with ratings.

12. **INDEMNIFICATION:** The Vendor shall indemnify and hold harmless the Town, its officers, employees, agents and servants from any and all claims filed against or liability for damages by the Town, its officers, employees, agents and servants arising as a result of performance of any act or, the omission or failure to perform any act required, intended or necessary to be performed by the Vendor pursuant to this contract. "Damages" for the purposes of this paragraph shall include but not be limited to compensatory and punitive damages of any kind, interest, court costs, disbursements, counsel fees, any related expense and other charge incurred by the Town, its officers, employees, agents. The Town shall give the Vendor notice of any claim or action filed by any person against the Town, its officers, employees, agents which is or may be related to Vendor's performance of this contract.
13. **EVENTS OF DEFAULT:** The following events shall constitute an event of default:
 - i. The failure of the Vendor to properly perform this contract or shall fail to file a report required to be filed hereunder.
 - ii. The failure of the Vendor to perform any term, provision or covenant of this contract.
 - iii. The failure of the Vendor to maintain adequate books and records of account or of performance of this contract.
 - iv. The filing by or against the Vendor of a petition in Bankruptcy or under any law relating to insolvency.
 - v. The assignment of the performance of this contract or of any funds due or to become due hereunder or permitting or suffering a levy or attachment to be made upon any such funds.
 - vi. The termination, lapse or cancellation of any insurance policy required to be provided or maintained hereunder.
 - vii. The failure of the Vendor to comply with any statute, rule or regulation applicable to the performance of this contract.
 - viii. It shall be determined that any representation or certification made hereunder shall be false or shall become untrue.
14. **REMEDIES:**
 - i. If the Vendor shall be in default under this contract, the Town at its option may:
 - (1) Terminate this contract. The Town shall remain liable for all approved services performed by Vendor prior to the termination date.
 - (2) Deduct from payment of any monies due the Vendor all charges for disallowed costs and expenses theretofore paid by the Town to the Vendor.
 - (3) Seek recovery of any monies overpaid, disallowed or otherwise not due the Vendor.

- (4) Take any other action to protect the interest of the Town.
 - (5) Recover counsel fees, costs, disbursements and other expenses incurred by the Town to enforce the provisions of this contract.
 - (6) The remedies provided to the Town are cumulative.
 - ii. If the Town shall be in default under this contract, the Vendor may seek recovery of any monies due the Vendor, provided however, that in the event that the Town shall have disallowed costs or expenditures after audit and after notice to the Vendor, it shall be a condition precedent to the institution of any action or proceeding by the Vendor against the Town that Vendor shall have paid such amounts so claimed by the Town.
 - iii. The Town may procure, upon such terms and in such manner as the Town may deem appropriate, supplies or services similar to those so terminated, and the Vendor shall be liable to the Town for any excess costs for such similar supplies or services.
15. **NOTICES:** Notices required by this contract to be sent by one party to the other shall be sent by the Town to the Vendor at the address set forth herein and by the Vendor to the Town at 4052 Route 42, Monticello, New York 12701. Notices shall be mailed by certified mail, return receipt requested or delivered to the party personally. The parties may give written notice of a change of address.
16. **BINDING NATURE:** This contract shall bind the parties hereto their heirs and successors. The performance of any services to be performed pursuant to this contract by the Vendor shall not be assigned without the prior written consent of the Town. The Vendor shall not assign the payment of any monies due under this contract.
17. **AMENDMENT:** This contract may be modified only in writing.
18. **ADDITIONAL RIDERS AND APPENDICES:** Attached to this contract are additional riders and appendices or required provisions of law, budgets and operating plans, all of which provisions are a part of this contract and shall be complied with by the Vendor.
19. **FACSIMILE SIGNATURES AND TRANSMISSION:** This contract may be executed in several counterparts signed by each party separately and transmitted to the other party by facsimile transmission. Such contract shall be valid evidence of execution for all purposes except payment. For payment each party shall have a fully executed copy of this contract manually signed by each party. All documents required to be submitted by one party to the other may be transmitted by such party to the other by facsimile transmission. A contract may be digitally transmitted with a binding digital signature encoded in a manner required by law.
20. **SECTOR BIDDER:** Is responsible for all costs and permits and must follow the department of health regulations, Selected bidder is responsible for paying all subcontractors in this project and must provide all prevailing wage documents to the Town of Thompson before they release payment.