

**REQUEST FOR PROPOSAL # EEM-5
FOR
INSTALL DOUBLE GLAZING**

FOR

**TOWN OF CLINTON
1215 CENTRE ROAD
RHINEBECK, NY 12572**

CONTRACT / BID PACKAGE

December 8, 2025

Notice to Bidders
Town of Clinton
INSTALL DOUBLE GLAZING
Bid # EEM-5

Request for Proposals are sought and invited by the Town Board, Town of Clinton for installing double glazing at the Highway Department New Garage Building as specified in the Request for Proposal prepared by Clinton Climate Smart Committee Task Force.

Requests for proposals are available at the Town Clerks office by pickup or e-mail. Proposals will be received by Carol Mackin, Town Clerk of the Town of Clinton, 1215 Centre Road (County Rte. 18) Rhinebeck NY until 10:00 AM on January 6, 2026. Proposals can be mailed, hand delivered, or e-mailed to Carol Mackin at townclerk@townofclinton.com

Work proposed under this contract is located at the Highway Department New Garage Building at the Town Hall Complex at the Town Hall address.

The Town Board, Town of Clinton expressly reserves the right to waive any irregularities in or to accept any bid or to reject any and all bids or to award on any or all items as the interest of the Town of Clinton may appear to require.

No bidder may withdraw his/her bid within thirty (30) days after the actual date of the bid opening

SCOPE OF WORK

The following is the general Scope of Work for the Install Double Glazing Project for the Highway Department New Garage located at the Clinton Town Hall Complex:

Introduction:

The existing windows are leaky, older double-pane sliding units that are a significant source of drafts and heat loss. They have an estimated U-factor of 0.59, which indicates a low resistance to heat flow. This means that a large amount of heat is lost through the windows during the heating season.

The Solar Heat Gain Coefficient (SHGC) for these older windows is likely high, probably around 0.70 to 0.80. A high SHGC means that they allow a lot of solar radiation to pass through, which could contribute to overheating in the summer but is ineffective at retaining warmth in the winter.

These windows are located in critical areas of the building, including Todd's office (4 windows), the break room (2 windows), and the garage bay (3 windows). The combination of a high U-factor and significant air leakage allows cold outside air to infiltrate these spaces, leading to occupant discomfort and forcing the heating system to work harder to maintain a stable indoor temperature.

Project Scope details are as follows:

Contractor shall furnish all labor and material to install new double glazed windows with low-e coatings as follows:

1. Windows must be fully caulked on the exterior and interior where they meet the existing building structure.
2. Windows shall meet the EPA and DOE stringent standards developed for windows which include standards that earn the Energy Star Label. Replacement windows should bear the Energy Star label.
3. The proposed windows should be vinyl sliding double pane style, with new weatherstripping and a U-value of 0.39 or at least.
4. The new windows will reduce the heat lost from the building to the outdoors in the heating season and reduce drafts.

General Site Overview:

The site is a highway garage for the town of Clinton, NY. While the site includes other structures, such as the old town garage, a salt shed, and a storage shed, this audit report focuses exclusively on the new garage building.

The building consists of 7,344 square feet on 1 floor; it was built in approximately 1987. The exterior walls have a block structure with an exterior finish of block and fiberglass insulation. The hip roof has a metal exterior surface, fiberglass insulation and no interior finished ceiling.

The windows are double glazed single hung aluminum sash. The exterior doors are steel with partial single glazing, with damaged weather stripping.

Major energy end uses include heating and cooling, exhaust fans, and lighting.

The facility is occupied 5 days per week for a total of 50 hours per week. The HVAC system maintains occupied conditions for 42.5 hours per week.

Winter space temperatures are normally maintained at 71 and are setback to 68°F during unoccupied periods. Temperature control is provided by programmable thermostats. In the summer, temperatures are maintained at 74 and are setup to 78°F during unoccupied periods.

Lighting Systems: The garage has a mix of LED lamps in the garage bay, and T-8 and T12 fluorescent lamps elsewhere.

Heating Ventilating and Air Conditioning Systems: The existing heating systems consist of an oil fired central ducted furnace, two propane fired direct vent furnaces serving the break room and office, and three Reznor propane fired unit heaters in the garage bay. The oil furnace is operated as a backup if the propane fired heaters fail to meet the heating load. There are two portable 1 ton air conditioners.

Water Heating System: There is one 20-gal electric fired domestic water heater.

Other Energy-using Systems: Other energy-using systems include the exhaust fan, garage door openers, process equipment and a fridge and microwave.

- Contractor shall provide a timeline for the project from the award date.

INSTRUCTIONS TO BIDDERS

1. Preparation of Bids

Prepare the bid on the official Bid Form included in these documents. Fill in all blank spaces legibly. The Bid Form must contain an original signature.

2. Prevailing Wages FOR PUBLIC WORKS PROJECTS:

The Contractor awarded the Project shall be required to comply with the Davis-Bacon Act and other federal labor standards or provisions unless an exemption is obtained. The Contractor will be responsible for compliance with the NYS DOL prevailing wage rates. Certified payrolls will be required with each request for payment application. If contractor is exempt from prevailing wages as sole proprietor provide a copy of State exemption form.

3. Waste Disposal

The contractor is responsible for disposal of all waste material generated by the project.

4. Pre-Bid Site Visit/RFP Questions

The Contractor is responsible for visiting the site and being familiar with site conditions prior to submitting a bid. Questions regarding the bid can be directed to the Town clerk at townclerk@clintondcnny.gov.

5. Work During Business Hours

The contractor is advised that the Town of Clinton Town Hall buildings will be occupied during the course of the work. The contractor must be able to schedule the work to not interrupt business activities and shall take all precautions to ensure safety to employees and visitors during the work day. All work shall be secured at the end of the work day.

BID FORM

TO: The Town Board of the Town of Clinton

In compliance with your Request for Proposal, the undersigned proposes and agrees as follows:

1. To furnish all the materials, equipment, and incidentals, and to furnish labor and do all the work required for the Bid at Town Hall and associated work in accordance with the prices so named in this bid in a workerlike manner, in accordance with Contract Documents, all of which are a part of the contract hereto annexed.
2. To complete all the work as specified in the Timeline provided from Authorization to Proceed by the Town.
3. To enter into a contract within ten (10) calendar days from the date of acceptance of this bid.
4. To comply with the Davis-Bacon Act and other federal labor standards or provisions and to pay New York State Prevailing Wage Rates, applicable to this contract.

In compliance with the Instructions to Bidders, the undersigned declares that he/she has examined the area of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done. He/she has examined the contractual documents for the work, has read all special provisions furnished prior to the opening of bids, and has satisfied himself/herself relative to the work to be performed.

ADDENDA: if necessary

Receipt of the following addenda is hereby acknowledged:

	<u>DATE</u>	<u>SIGNATURE</u>
ADDENDUM NO. 1	_____	_____
ADDENDUM NO. 2	_____	_____

A. BASE BID

The bidder proposes to perform the work outlined in the Scope of Work, including materials and labor, for the total price of:

_____, \$ _____
(in writing) (and figures)

SIGN BID HERE _____

Authorized Signature Title Date

Print Name

Legal Company Name _____

Address _____

City, State, Zip _____

Telephone No. _____

Federal I.D. # _____

TOWN BOARD

TOWN OF CLINTON, NEW YORK

CONTRACT AGREEMENT

THIS AGREEMENT, made and executed this _____ day of _____, in the year Two Thousand and _____, by and between the Town Board, Town of Clinton and _____, Contractor,

WITNESSETH: in consideration of the mutual agreements herein contained the parties hereto have agreed and hereby agree with each other, the Town, its successors and assigns, and the Contractor, and his/her successors and assigns, as follows:

The Town Board, Town of Clinton, New York agrees to pay, and the Contractor agrees to perform the work in accordance with the Bid price:

_____ (\$ _____)
(in writing)

for the Town of Clinton

Project at Town Hall Complex.

The Contractor will furnish all labor and materials necessary to perform the _____ work shown on the Contract Documents as prepared for the Town Board

The Contractor, by placing his/her signature on this Contract, hereby certifies that he/she has read and is aware, cognizant, and knowledgeable of the contents of all bid documents and the contract documents and he agrees to abide by and be bound by their contents and by all applicable federal, State and local laws, ordinances and statutes.

Payments, both progress and final, will be made as submitted to, reviewed and approved by the Town Engineer and Town Board.

(Officer's/Partner's/Individual's) signature

(Officer's/Partner's/Individual's) name printed

(Corporation/Partnership/Individual) name printed

(Town of Clinton) Signature

(Town of Clinton) name printed

CONTRACT GENERAL CONDITIONS

1.0 PAYMENT

1.1 Total Payment

- a. For the Contractor's complete performance of the work, the Town of Clinton (Owner) will pay, and the Contractor agrees to accept, subject to the terms and conditions hereof, the total of the lump sum prices and the unit prices at which this Contract was awarded, plus the amount required to be paid for any extra work as approved in writing by the Town Board, less credit for any work omitted.

1.2 Payments

- a. Payment requests shall be made on a form approved by the Town Engineer (preferably AIA format payment requests) and shall be submitted by the first Tuesday of the month in which payment is scheduled to be made. Payment requests shall be approved, changed or rejected by the Town Engineer at least three (3) business days prior to the date upon which payment is scheduled to be approved by the Town Board. Delays in payment due to disagreement between the Town Engineer and Contractor about a quantity shall be borne by the Contractor.
- d. When submitting payment requests, the Contractor shall certify with each request that all subcontractors, suppliers and laborers have been paid in full (less 5% retainage, if allowed) up to the date of the request. No payment will be made by the Owner without this certification.
- e. All materials and work covered by progress payments shall become the property of the Owner. Payments made to the Contractor shall not be construed as acceptance by the Owner of any work or materials not in accordance with the plans and specifications.
- f. Certified payrolls that comply with NYS prevailing wage laws shall be submitted with request for payments.

2.0 INSURANCE

- a. Simultaneously with the execution of the contract, the Contractor shall provide at his own cost and expense, proof of the following insurance to the Town, in the form of a Certificate of Insurance:
 - 1. Statutory Worker's Compensation coverage, in compliance with the Compensation Law of the State of New York.
 - 2. General Liability Insurance coverage in the comprehensive general liability form including blanket contractual coverage for the operation of

the program under the Agreement in the amount of \$1,000,000.00. This insurance shall include coverage for bodily injury and property damage in the amount of \$500,000.00. The Town must be listed as additional named insured.

3. Automobile liability insurance coverage for all owned, leased, or non-owned vehicles in the amount of \$1,000,000.00 per occurrence. This insurance shall include coverage for bodily injury and property damage. The Town must be listed as additional named insured.
 4. Disability insurance in accordance with State Law.
- b. Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the Town Clerk by registered mail, return receipt requested, at the address listed below:

Town Clerk
Town of Clinton
Town Hall
1215 Centre Road
Rhinebeck, NY 12572

Upon receipt of such notice the Town shall have the option to cancel the Agreement without further expense or liability to the Town, or to require the Contractor to replace the canceled insurance policy, or rectify any material change in the policy, so that the insurance coverage required is maintained continuously throughout the term of the Agreement in form and substance acceptable to the Town. Failure of the Contractor to take out or to maintain, any required insurance, shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

- c. All property losses shall be made payable to and adjusted with the Town.
- d. All insurance policies referred to above shall be underwritten by companies authorized to do business in the State of New York and acceptable to the Town.
- e. In the event that claims in excess of these amounts are filed by reason of any operations under the Agreement, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the contractor shall furnish such additional security concerning such claims as may be determined by the Town.

3.0 GUARANTEE/WARRANTY

- a. All labor and materials for the _____ shall be guaranteed for one year from issuance of Substantial Completion by the Town Engineer. The contractor shall provide a letter with final payment application stating the one year warranty.

4.0 INDEMNIFICATION

- a. The Contractor shall indemnify and hold harmless the Owner and the Town Engineer and their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the Owner or the Town Engineer or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. The obligations of the Contractor under this paragraph shall not extend to the liability of the Town Engineer, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, design or specifications, or (2) the giving of or the failure to give directions or instructions by the Town Engineer, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

