

AGREEMENT

This Agreement (the "Agreement") is made effective as of January 1, 2019, by and between the Town of Huron (the "Town"), 10880 Lummisville Road, Wolcott, New York 14590, and Derek Bean d/b/a D. Bean Contracting ("Contractor"), 7040 Lake Bluff Road, Wolcott, New York 14590.

RECITALS

1. The Town of Huron (the ("Town")) desires to have on on-call contractor to undertake maintenance and repairs for the Town (the "Work"), including those at the Huron Town Hall.
2. Contractor owns and operates a contracting service, and has the necessary equipment and personnel to do such work.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained in this Agreement, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. **Contracting Services.** Contractor shall perform the Work, as requested by the Town Clerk or Building Inspector at Town properties or on Town equipment, in a safe, skilled and professional manner. However, if Contractor is unable to perform the Work in a timely manner or the Work requires a specialist, either Contractor or the Town may decline to have Contractor undertake the Work.
2. **Manpower and Equipment.** Contractor shall provide necessary manpower and equipment to perform the Work.
3. **Materials.** The Town shall pay for all materials at their cost. Contractor shall obtain the approval of the Building Inspector or Town Clerk before spending more than \$50.00 for materials.
4. **Purchasing Requirements.** This Agreement shall not apply to any purchases or work that is subject to quotes or bidding under either the Town Purchasing Policy or the New York General Municipal Law.
5. **Term.** This Agreement shall continue at the will of the Town, and may be terminated by the Town at any time, with or without cause, and without prior notice. This Agreement may be terminated by Contractor upon thirty (30) days advance notice to the Town. If not terminated sooner, this Agreement shall terminate on December 31, 2019.
6. **Independent Contractor.** Contractor shall be an independent contractor for the Town, and not an employee.

7. **Payment.** Contractor shall be paid \$45.00 per hour for performance of the Work, with a minimum charge of \$90.00 (two hours). Contractor shall submit a voucher for payment to the Town Clerk, and shall be paid within three days of the next regular Town Board meeting.
8. **Legal Requirements.** Contractor shall comply with the following requirements:
 - a. As required by Labor Law §220(2), no laborer, workman or mechanic in the employ of the Contractor, or any subcontractor or other person doing or contracting to do the whole or a part of the Work contemplated by this Agreement shall be permitted or required to Work more than eight hours in any one (1) calendar day or more than five (5) days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property.
 - b. Contractor shall not allow unlawful discriminatory practices prohibited by the New York Human Rights Law (Executive Law Article 15).
 - c. Contractor shall comply with all other applicable laws and regulations in carrying out the Work and other duties under this Agreement. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted into this Agreement. If any such provision is not inserted through mistake or otherwise, then upon request of either party, this Agreement shall be amended to make such insertion.
9. **Entire Agreement.** This Agreement shall constitute the entire agreement of the parties related to its subject matter, and shall supercede any previous oral or written understandings. Furthermore, it may only be amended by a writing signed by the parties.
10. **Gender and Number.** The use of one gender in this Agreement shall include all others, and the use of the singular shall include the plural and vice-versa.
11. **Notices and Communications.** All notices and communications required under this Agreement shall be accomplished by the actual delivery to the parties' addresses set forth above.
12. **Descriptive Headings.** The descriptive headings of the various provisions of this Agreement are included for convenience only, and they are not intended to affect the meaning or construction of any of the provisions of this Agreement.
13. **Successors and Assigns.** This Agreement may not be assigned without the consent of the other party.
14. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement, and their trustees, receivers, successors, and assigns.
15. **Construction.** No rule of construction shall be applied to construe any ambiguities in this Agreement against the draftsman.

16. **Choice of Law.** This Agreement shall be governed by the laws of the State of New York.

17. **Separability.** If any provision of this Agreement is determined to be invalid or unenforceable, that shall not affect the validity or enforceability of the remaining portions of this Agreement.

18. **Counterparts.** This Agreement may be executed in multiple counterparts, and the counterparts, when combined, shall form and constitute a complete agreement. The parties further agree that facsimile signatures shall be acceptable to bind the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

TOWN OF HURON

By: _____
Laurie Crane, Supervisor

D. BEAN CONTRACTING

By: _____
Derek Bean