

**VILLAGE OF BUCHANAN  
RESOLUTION RETAINING PROFESSIONAL  
ENGINEERING SERVICES**

Introduced by: \_\_\_\_\_  
Seconded by: \_\_\_\_\_  
Dated: \_\_\_\_\_

WHEREAS, the Village is in need of retaining professional engineering services; and

WHEREAS, Hahn Engineering of Brewster, NY has submitted a proposal to the Village for Engineering services from June 1, 2012 to May 31, 2013; and

WHEREAS, it is the desire of the Village Board to authorize said proposal;

NOW, THEREFORE, BE IT RESOLVED, that the proposal of Hahn Engineering be and hereby is accepted; and

BE IT FURTHER RESOLVED, that engineering services to the Village be subject to a budgetary cap of \$80,000.00 as set forth in the present Village Budget.

Upon Roll Call Vote:

Mayor Sean Murray \_\_\_\_\_  
Trustee Richard Funchion \_\_\_\_\_  
Trustee Duane Jackson \_\_\_\_\_  
Trustee Theresa Knickerbocker \_\_\_\_\_  
Trustee Nicolas Zachary \_\_\_\_\_

Vote: Resolution carried by a vote of \_\_\_\_\_ to \_\_\_\_\_.

STATE OF NEW YORK            )  
  )SS.:  
COUNTY OF WESTCHESTER    )

I, KEVIN HAY, Village Clerk of the Village of Buchanan, do hereby certify that the above is a true and exact copy of a Resolution adopted by the Village Board of the Village of Buchanan at a meeting of said Board held June 4, 2012.

\_\_\_\_\_  
KEVIN HAY

**ENGINEERING  
CONSULTANT AGREEMENT**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the Village of Buchanan, a municipal corporation duly organized under the Laws of the State of New York, with offices at 236 Tate Avenue, Buchanan, New York, and Hahn Engineering, Putnam Business Park, 1689 Route 22, Brewster, New York 10509.

**WITNESSETH:**

WHEREAS, the Village of Buchanan wishes to hire Hahn Engineering as its Village Consulting Engineer; and

WHEREAS, Hahn Engineering, is desirous of accepting the position as Consulting Engineer; and

WHEREAS, the parties hereto are desirous of setting forth in writing the terms and conditions of the aforesaid employment;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I - EMPLOYMENT**

1.01 Hahn Engineering is hereby hired and agrees to accept employment as Village Consulting Engineer, effective June 1, 2012 for a period of two (2) years from the aforementioned date. This contract may also be terminated by either party on two (2) weeks notice to the other party.

1.02 For purposes of clarification, it is agreed and understood that the nature of this employment is that of a Consulting Engineer, and accordingly, Hahn Engineering and employees of Hahn Engineering, shall not be entitled to any retirement benefits, life insurance, medical, dental, optical or other health related coverage, or any and all other fringe benefits offered Village of Buchanan employees. All payments to Hahn Engineering shall be considered contract payments, and accordingly, no taxes, or any other required item shall be withheld by the Village of Buchanan.

## **ARTICLE II - COMPENSATION**

2.01 Hahn Engineering, shall receive compensation for services rendered for the Village of Buchanan in the normal course of its day to day business at an hourly salary as shown on attached Schedule "A". Hahn Engineering shall keep accurate time records which shall be submitted to the Village of Buchanan on a voucher basis and shall receive payments accordingly for work performed by Hahn Engineering and any employees performing work for the Village of Buchanan.

2.02 The maximum annual payment to Hahn Engineering pursuant to this contract shall be \$80,000.00 (Eighty Thousand Dollars), unless otherwise authorized by the Village Board.

2.03 In the event the Village of Buchanan shall elect to undertake additional projects which require services of a special nature, other than weekly services presently required, Hahn Engineering shall, upon prior approval of the Village Board, receive compensation in accordance with Schedule "A" annexed hereto and made a part hereof.

## **ARTICLE III - REIMBURSABLE EXPENSES**

3.01 In addition to the payments provided for in Article II above, the Village shall pay Hahn Engineering the actual cost of all Reimbursable Expenses incurred in connection with services rendered under this Agreement. Reimbursable Expenses are defined as the actual expenses incurred in connection with performance of services under this Agreement, including, but not limited to:

- (I) Transportation.
- (ii) Obtaining Bids, proposals or quotations from contractors.
- (iii) Toll telephone calls.
- (iv) Postal expenses.
- (v) Expenses for drawing reproductions, maps, or other items similar in nature.

## **ARTICLE IV - DUTIES**

4.01 James J. Hahn, P.E. or duly delegated and responsible representative shall visit the Village on a regular basis to meet with department heads and assist in resolving Highway, Building, Planning and Zoning Board problems. Hahn Engineering shall also continue to work on road and utility improvements, develop intermediate and long range maintenance and capital improvement programs in conjunction with obtaining Federal, State, and Local grants, and attend Village of Buchanan Planning Board Meetings and other meetings when requested. James J. Hahn, P.E. or duly delegated and responsible representative shall, in addition, inspect construction projects to insure proper completion and perform such other weekly engineering duties as may be required by the

Village.

Full-time inspection of construction projects shall be considered services of a special nature and payment for these services shall be as shown in Schedule "A", and deemed not included in Section 2.02.

## **ARTICLE V - RESPONSIBILITIES OF VILLAGE OF BUCHANAN**

5.01 The Village shall have responsibility for the following:

(a) Provide all criteria and full information pertinent to responsibilities of Hahn Engineering hereunder as to all services and additional projects, including, where applicable, design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

(b) Confer with Hahn Engineering before issuing interpretations or clarifications of documents furnished by Consultant, and obtain written consent of Hahn Engineering before acting upon shop drawings, samples or preliminary drafts.

(c) Prior to acceptance of any contractor who propose to do work in the Village, consult with Hahn Engineering to determine if, after due investigation, he has reasonable objection to any such contractor.

(d) Give prompt written notice to Hahn Engineering whenever the Village Mayor observes or otherwise becomes aware of any development that affects the scope or timing of services of Hahn Engineering, or any defect in the work of contractors performing work in the Village.

## **ARTICLE VI - PROFESSIONAL RESPONSIBILITY**

6.01 Nothing in this agreement shall be construed to interfere with or otherwise affect the rendering of services by Hahn Engineering in accordance with his independent and professional judgment. Hahn Engineering shall perform all engineering services in accordance with the generally accepted engineering practices and principals.

## **ARTICLE VII - MUTUAL RELEASES**

7.01 Any and all agreements entered into between the parties hereto are terminated, and each of the parties hereby releases and discharges the other from any and all obligations and liabilities heretofore or now existing under or by reason of any such agreements, it being the intention of the Village of Buchanan and Hahn Engineering that this agreement effective as stated above, shall supersede and be in lieu of any and all prior agreements or understanding between them.

IN WITNESS WHEREOF, the parties have set their hands on the day and year first above written.

VILLAGE OF BUCHANAN, NEW YORK

By: \_\_\_\_\_  
Sean Murray, Mayor

By: \_\_\_\_\_  
James J. Hahn, P.E.

## SCHEDULE "A"

It is agreed and understood that Hahn Engineering upon receiving prior Village Board approval, shall receive compensation for services rendered of a special nature, such as feasibility studies, design projects, and projects not part of normal operation of the Village, pursuant to the following schedule. Compensation for services shall be based on an hourly wage listed in the following table.

### SALARY AND OH&P TABLE

	<u>Salary \$/Hr.</u>
Principal	\$125.00
Project Engineer	\$110.00
Project Designer	\$100.00
Inspector	\$ 75.00
Clerical, Administrative	N/C