

**ENGINEERING
CONSULTANT AGREEMENT**

AGREEMENT made this _____ day of _____, 2020, 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, 10511 and James J. Hahn Engineering, P.C. Putnam Business Park, 1689 Route 22, Brewster, New York 10509.

WITNESSETH:

WHEREAS, the Village of Buchanan wishes to hire James J. Hahn Engineering, P.C. as its Village Consulting Engineer; and

WHEREAS, James J. Hahn Engineering, P.C. 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 James J. Hahn Engineering, P.C. is hereby hired and agrees to accept employment as Village Consulting Engineer, effective _____ for a period of two (2) years from the aforementioned date. This contract will automatically renew unless it is terminated by either party on two (2) week's 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, James J. Hahn Engineering, P.C. and employees of James J. Hahn Engineering, P.C. 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 James J. Hahn Engineering, P.C. 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 James J. Hahn Engineering, P.C. 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". James J. Hahn Engineering, P.C. 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 James J. Hahn Engineering, P.C. and any employees performing work for the Village of Buchanan.

2.02 The maximum annual payment to James J. Hahn Engineering, P.C. pursuant to this contract shall be \$55,000.00 (Fifty-Five 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, James J. Hahn Engineering, P.C. 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 James J. Hahn Engineering, P.C. 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. James J. Hahn Engineering, P.C. 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 James J. Hahn Engineering, P.C. 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 James J. Hahn Engineering, P.C. before issuing interpretations or clarifications of documents furnished by Consultant, and obtain written consent of James J. Hahn Engineering, P.C. 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 James J. Hahn Engineering, P.C. to determine if, after due investigation, he has reasonable objection to any such contractor.

(d) Give prompt written notice to James J. Hahn Engineering, P.C. whenever the Village Mayor observes or otherwise becomes aware of any development that affects the scope or timing of services of James J. Hahn Engineering, P.C. 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 James J. Hahn Engineering, P.C. in accordance with his independent and professional judgment. James J. Hahn Engineering, P.C. 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 James J. Hahn Engineering, P.C. 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: _____
Theresa Knickerbocker, Mayor

By: 
George E. Pommer, P.E.
Vice President

SCHEDULE "A"

It is agreed and understood that James J. Hahn Engineering, P.C. 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. Renewals of the contract would be subject to increase.

SALARY AND OH&P TABLE

	<u>Salary \$/Hr.</u>
Principal	\$200.00
Vice President	\$185.00
Project Manager	\$175.00
Project Designer	\$135.00
Project Engineer	\$125.00
Engineer	\$ 90.00
Inspector III	\$105.00
Inspector II	\$100.00
Inspector I	\$ 80.00
Clerical, Administrative	N/C



New York State Insurance Fund

WESTCHESTER ONE, 44 SOUTH BROADWAY, 10TH FLOOR, WHITE PLAINS, NY 10601-4411

| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE



SCAN TO VALIDATE AND SUBSCRIBE

^ ^ ^ ^ ^ ^ ^ ^ 270433275
FEEHAN INSURANCE AGENCY
PO BOX 870
CARMEL NY 10512

POLICYHOLDER
JAMES J HAHN ENGINEERING PC
1689 RT 22 - PUTNAM BUSINESS PARK
BREWSTER NY 10509

CERTIFICATE HOLDER
VILLAGE OF BUCHANAN
236 TATE AVENUE
BUCHANAN NY 10511

POLICY NUMBER W 815 633-3	CERTIFICATE NUMBER 695662	POLICY PERIOD 02/20/2020 TO 02/20/2021	DATE 10/23/2020
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THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 815 633-3, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 934181376



CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
JAMES H. HAHN ENGINEERING PC
ATTN: DEBRA
1689 ROUTE 22, PUTNAM BUSINESS PARK
BREWSTER, NY 10509
1b. Business Telephone Number of Insured
845-279-2220
1c. Federal Employer Identification Number of Insured or Social Security Number
270433275
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
VILLAGE OF BUCHANAN
236 TATE AVENUE
BUCHANAN, NY 10511
3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company
3b. Policy Number of Entity Listed in Box "1a"
DBL424234
3c. Policy effective period
01/01/2020 to 12/31/2021

4. Policy provides the following benefits:
[X] A. Both disability and paid family leave benefits.
[] B. Disability benefits only.
[] C. Paid family leave benefits only.
5. Policy covers:
[X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
[] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 10/23/2020 By [Signature]
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.
Date Signed _____ By _____
(Telephone Number, Name and Title)

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

