

MEMORANDUM

To : Marcus Serrano
Village Administrator

From : George Pommer, P.E.
Town Consulting Engineer

Dated : September 27, 2024

Subject : Recommendation for
Fourth Street Pump
Station Front Fence & Gate Replacement
Village of Buchanan

At the request of the Village of Buchanan, our office sent out a Request for Proposal (RFP) for the above referenced work. The RFP requested a price to replace the existing east (front) fence and gate located at the Fourth Street Pump Station. The work consists of replacing the fence fabric, gates, footings, barb wire and posts of the existing fence.

The Request for Proposal was sent to four (4) companies, who we have worked successfully with on several projects in the past. The costs are listed below.

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
Northern Fence Co. Inc. 166 Tomahawk Street Yorktown Heights, NY 10598	\$11,740.00
Anchor Fence 499 Old Nyack Turnpike Nanuet, NY 10954	\$11,895.00
Yaboo Fence Company 95 West Nyack Way West Nyack, NY 10994	\$18,331.00

Marcus Serrano
Fourth Street Pump Station
Front Fence & Gate Replacement
Recommendation
September 27, 2024
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CONTRACTOR

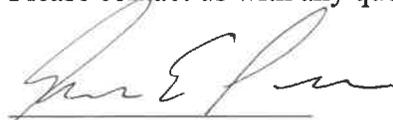
BID AMOUNT

Mancon, LLC
261 Mahopac Avenue
Yorktown Heights, NY 10598

\$36,000.00

Based on the proposals shown above, Northern Fence Co. Inc. has submitted the lowest proposal for the site work. Therefore, we recommend Northern Fence Co. Inc. be awarded as low bidder for the requested services for \$11,740.00.

Please contact us with any questions or concerns regarding the above.



GEP:mh

Enclosure

cc: Todd Travis (ttravis@buchananny.gov)
Cindy Kempter (ckempter@buchananny.gov) (villageclerk@buchananny.gov)
Paul Volpicelli (pvolpicelli@hahn-eng.com)

p:\village of buchanan\sewage treatment plant\fourth street pump station gate replacement 2024\front fence replacement proposals\fence & gate recommendation letter 2024.doc

NORTHERN FENCE CO,INC.
166 TOMAHAWK STREET
YORKTOWN HEIGHTS, NY 10598 US
+19142481100
rob@northernfences.com
http://northernfences.com

Estimate

ADDRESS
VILLAGE OF BUCHANAN

ESTIMATE # 3640
DATE 09/05/2024

JOB NAME
FOURTH ST. SEWAGE PUMP STATION

DATE	ACTIVITY	AMOUNT
	REMOVAL AND CARTING REMOVAL AND CARTING OF EXISTING 66 ' OF CHAIN LINK FENCE WITH 1 DOUBLE GATE REMOVE POST WITH FOOTINGS	1,500.00
	Chain Link INSTALL 66' OF 6'H X 2" X 6 GA GALVANIZED CHAIN LINK 2 3/8" LINE POSTS 2 7/8" GATE POSTS 1 5/8" TOP AND BRACE RAIL 7 GA COIL WIRE 3 STANDS OF BARB WIRE SHOPS AND PREVAILING WAGE INSTALL AS PER SPEC.	6,840.00
	GATE INSTALL 1 DOUBLE DRIVE GATE WITH HARDWARE	2,000.00
	Services REMOVE VEGETATION ON EXISTING FENCE	1,400.00

If you would like to pay by credit/debit card please contact us for a payment link!
CUSTOMER MAY CANCEL CONTRACT AT ANYTIME IN WRITING
PIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER
CONTRACT HAS BEEN SIGNED.
1 YEAR WARRANTY ON LABOR.
MANUFACTURE WARRANTIES SUPPLIED MATERIAL EXCEPT
NATURAL PRODUCTS.
NATURAL PRODUCTS ARE PRONT TO CRACKING, SPLITTING,
WARPING, MILDEW & ARE NOT GUARANTEED/ WARRANTIED.
50 % DEPOSIT ON MATERIAL. BALANCE ON COMPLETION.
SHOULD YOU WISH TO PAY BY CREDIT CARD, A 3%
PROCESSING FEE WILL BE ADDED TO YOUR ESTIMATE.

TOTAL

\$11,740.00



499 OLD NYACK TURNPIKE
NANUET, NEW YORK 10954
PHONE: 845-352-2525
PHONE: 914-592-6500
FAX: 845-352-2580
EMAIL: anchorfence@aol.com

Date: September 10, 2024

OF ROCKLAND, INC.
HIC LIC. # H12-4786

Purchaser: Hahn Engineering
1689 Route 22
Brewster, New York 10509

Ship To: Village of Buchanan Pump Station
Chain Link Enclosure
Phone: (845) 279-2220
Email: pvolpicelli@hahn-eng.com

Attention: Paul

Remove and Replace:

Approx:

66 lin ft 6'+1' high (6' with additional 3 strand barbed wire) galvanized steel frame chain link fence. Fence will be installed using existing corner/gate posts, 2-1/2" o.d. line posts ss40 (6required), 1-5/8" o.d. ss40 top rail, 1-5/8" o.d. terminal post braces w/truss (2 required), bottom tension wire, and 2" x 6 gauge galvanized steel 2 oz. coated chain link fence fabric.

Existing fence will be removed and carted from site for disposal. Fence will be installed in clear areas as close to ground as possible. Customer may be required to fill areas under fence where erratic or severe grade is present. Price quoted does not include clearing of obstructions, brush or debris, digging through sand or gravel, drilling or removal of rock, concrete or blacktop (either visible or hidden), use of sono-tubes, or installation in other than average conditions, except as described above. Customer to have fence/property lines clearly defined prior to commencement of installation. Price quoted includes prevailing/union wage rates. Padlock and chain is recommended for maximum security. Posts will be set in cylindrical concrete footings of sufficient depth and diameter for their purpose. Customer to have private underground lines (if any, including but not limited to sprinkler, pool, electric, gas, etc) clearly defined prior to commencement of installation and will hold Anchor Fence harmless from any and all claims regarding but not limited to damage or injury to persons or property. Anchor Fence will commence installation in the absence of marks as it will be assumed no underground lines are present. Customer will be required to protect and maintain jobsite and newly installed materials for duration of project. Please provide proper tax exempt documentation with order or add NYS sales tax to price quoted. Payment is due upon completion of project.

Price for the above as described delivered and installed \$8,900.00.

Thank you!

This contract is subject to terms, covenants and conditions on the reverse side thereof.

Purchaser: _____

Date: _____

REVISED: September 10, 2024
Date: ~~July 12, 2024~~



OF ROCKLAND, INC.
HIC LIC. # H12-4786

499 OLD NYACK TURNPIKE
NANUET, NEW YORK 10954
PHONE: 845-352-2525
PHONE: 914-592-6500
FAX: 845-352-2580
EMAIL: anchorfence@aol.com

Purchaser:

Hahn Engineering
1689 Route 22
Brewster, New York 10509

Ship To:

Village of Buchanan Pump Station
Chain Link Gate
Phone: (845) 279-2220
Email: pvolpicelli@hahn-eng.com

Attention: Paul
Remove and Replace:
Approx:

1 each 12' wide (approx. custom opening) x 6'+1' high (6' with additional 3 strand barbed wire) galvanized steel frame chain link double access gate. Gate will be installed on existing 4" o.d. galvanized commercial grade gate posts (2 required, jackhammered and reset as required), will be welded at all corners and braces, and will be filled with 2" x 6 gauge chain link fabric to match the fence. Heavy duty galvanized steel hinges and latch will be supplied and installed including center drop pin device and receiver.

12 lin ft 6' high top lock vertical type privacy slats. Slats will be installed in each full weave of chain link fabric as per manufacturer recommendations. Slats will be supplied using manufacturers standard color. Top horizontal locking strip will be supplied and installed to align slats and inhibit removal. Existing diagonal slats are no longer available and vertical slats are being provided.

Existing fence will be removed and carted from site for disposal. Fence will be installed in clear areas as close to ground as possible. Customer may be required to fill areas under fence where erratic or severe grade is present. Price quoted does not include clearing of obstructions, brush or debris, digging through sand or gravel, drilling or removal of rock, concrete or blacktop (either visible or hidden), use of sono-tubes, or installation in other than average conditions, except as described above. Customer to have fence/property lines clearly defined prior to commencement of installation. Price quoted includes prevailing wage rates. Padlock and chain is recommended for maximum security. Posts will be set in cylindrical concrete footings of sufficient depth and diameter for their purpose. Customer to have private underground lines (if any, including but not limited to sprinkler, pool, electric, gas, etc) clearly defined prior to commencement of installation and will hold Anchor Fence harmless from any and all claims regarding but not limited to damage or injury to persons or property. Anchor Fence will commence installation in the absence of marks as it will be assumed no underground lines are present. Customer will be required to protect and maintain jobsite and newly installed materials for duration of project. Please provide proper tax exempt documentation with order or add NYS sales tax to price quoted. Payment is due upon completion of project.

Price for the above as described delivered and installed \$3,995.00. PLEASE DEDUCT \$1,000.00 IF REPLACEMENT OF FENCE (DESCRIBED ABOVE) AND GATE IS PERFORMED AT SAME TIME.
OPTIONS:

You may choose to upgrade slats to hedge type for an additional \$395.00.

You may choose to replace gate posts (instead of straightening/resetting) for an additional \$400.00 (both).

Thank you!

This contract is subject to terms, covenants and conditions on the reverse side thereof.

Purchaser:

Date:

YABOO FENCE COMPANY

QUOTE

TO:	Paul Volpicelli	FROM:	John Koller
COMPANY:	James Hahn	DATE:	9/3/2024
FAX NUMBER:		TOTAL NO. OF PAGES INCLUDING COVER:	1
OFFICE NUMBER:		YOUR REFERENCE NUMBER:	Buchanan new gate 4th Street

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE FILE

NOTES/COMMENTS:

Supply Material and Labor to Install:

Remove and dispose of approximately 66 LF of existing fence, 2 end posts and 2 gate leafs. Install temporary fence panels to maintain site security.

Install 66 LF of new fence, 2 new gate posts with new concrete footings and reconnect fence.

Fabricate and install 2 new gate leafs on new gate posts

Gate posts to be 4" OD, schedule 40 weight, galvanized finish

Gates to be 6 ft height, plus 3 rows of barb wire, 2" x 9 gauge mesh with green plastic privacy inserts within mesh (6 gauge mesh will not accept privacy slats)

All work to be completed in 1 day! Removals, new concrete, connections of fence and mounting of new gates. Accelerant will be used to fast cure concrete if

necessary

\$18,331.00

Deduct alternate if existing gate support posts do not require replacement
(**\$3,144.00**)

95 WEST NYACK WAY
WEST NYACK, NEW YORK 10994
(845) 358-0118 & FAX (845) 358-7342

Company Name:

Accepted By: **X**

Date:

Print Name & Title:

TERMS, COVENANTS AND CONDITIONS

TERMS:

Balance due upon completion. Interest at the rate of 1 1/2% per month will be charged on all past due accounts except where the maximum rate permissible by law is lower, then at such amount.

TAXES:

Sales tax, use tax, all other taxes, if any, chargeable to the purchaser shall be added to the invoice and paid by the purchaser. In the event that this sale shall be subject to, at any time, such taxes as federal manufacturing, excise, process, gross receipt, allotment, production, equalization, or similar taxes, which may not be charged to the customer and are not reflected in the price quoted, then the price shall be subject to an increase by an amount equal thereto, which shall be paid by the purchaser as an extra.

In the event that any law is enacted after the date of this contract and before the completion hereof, imposing a tax upon the contractor, which cannot be collected from the purchaser, it is understood and agreed that this contract will be renegotiated so that the price will reflect any such tax imposed.

EXTRAS:

In consideration of the price herein quoted, the purchaser agrees that the fence lines will be clear of all obstructions and that the lines will be properly marked by him by stakes or otherwise. The price herein named does not contemplate the encountering of rock, swampy conditions, or boulders larger than the hole to be dug; if these conditions are encountered and if it is necessary to drill for the setting of the posts or to furnish extra large or deep foundations for the posts or to perform any extra labor such as clearing the lines, etc., an extra charge will be made to cover the additional expense involved.

It is purchaser's obligation to make certain of the boundry lines and Anchor Fence will not be responsible for any encroachment and purchaser agrees to hold Anchor Fence harmless for any claims from adjoining land owners. It will be purchaser's responsibility to locate all underground lines and mark or notify Anchor Fence of their where-a-bouts in writing.

DELAYS:

Contracts which include erection, are taken on condition that the entire work be erected without interruption. If it is necessary to make more than one trip to complete the erection on account of changes or delays on the part of the Purchaser, an extra charge will be made to cover the additional expense involved. In the event of any undue delay caused by any party other than Anchor Fence then Anchor Fence shall have the right to pass along any increases in cost resulting therefrom.

MEASUREMENTS:

Complete measurements of the fence lines and gate openings together with diagram, to be furnished by the Purchaser unless other arrangements are made at the time of signing this contract.

CHANGES:

No changes in measurements, location of lines or conditions will be allowed except at prices mutually agreed upon, in writing, at the time these changes are made.

GENERAL:

All agreements are contingent upon the absence of strikes, lockouts, riots, fires, accidents, acts of God, flood, war, insurrection, embargo restrictions, carrier delays, delay or failure to receive raw material deliveries, or by other causes, whether of like or different nature beyond our control.

This contract embodies the entire understanding between the parties, and there are no verbal agreements or representations in connection therewith. Any modification of this agreement must be in writing.

Prices quoted herein are subject to change without notice until such time as the proposal is signed by both parties.

Purchaser must obtain licenses, planning permission approvals and permits, where such licenses, approvals and permits are required and will hold Anchor Fence harmless from any and all claims regarding licenses, planning permission approvals, and permits or lack thereof.

If an attorney is used to enforce or collect any obligations due on this obligation, then the purchaser agrees to pay reasonable attorneys fees in addition to any sums then due and owing.

THIS PROPOSAL VALID FOR 60 DAYS

Purchaser: _____

Date: _____

Mancon, LLC

Construction and Maintenance

Proposal Revised

September 9, 2024

Village of Buchanan
C/O Paul Volpicelli Senior Project Inspector
James J. Hahn Engineering
Putnam Business Park
1689 Route 22
Brewster, NY 10509
Tel: (845) 279-2220

Project: Fourth Street Pump Station Gate Replacement, Buchanan, New York

Provide all required labor, material, and equipment for the following:

Furnish and install new 66 Linear Feet of 72" tall galvanized fencing with barbwire as per specifications including connecting to existing fencing and required removals and temporary fencing.

Furnish and install new double gate with heavy duty latch, hinges, and drop bars including barb wire and privacy slats. Gate to be approximately 10' wide x 6' tall galvanized pipe with galvanized chain link fabric

We will remove and properly dispose of existing gates and debris

Lead time approximately 2-3 weeks

Total Cost \$ 36,000.00 (Thirty Six Thousand Dollars)

Inclusions: Mobilization, Prevailing Wages, Coordination

Exclusions: Survey, All bonding or any special insurance requirements, all licensing needed to work at specified location, all permits, and fees associated, engineering, perimeter or safety fencing, as-built drawings, shop drawings, testing, union contracts or PLA, supply of water and electricity; structural steel, or anything not listed, unless otherwise specified.

261 Mahopac Avenue
Yorktown Heights, New York 10598
914-494-2045 914-519-6025 Fax
manconllc@gmail.com

REQUEST FOR PROPOSAL

DESCRIPTION:

At this time, the Village of Buchanan is proposing to remove and replace approximately 66 linear feet, of 6 foot high chain link fence, along the east side of the Fourth Street Sewage Pump Station in the Village of Buchanan.

The existing chain link fence will be removed on the east side of the pump station, along Fourth Street, and the new fence will be tied into the existing north and south sections of fence.

PROPOSED WORK:

- a) Demolition and removal of the existing chain link fence and any associated supports and furnishings to allow the install of the following items.
- b) Furnish and install 72" high chain link fabric, galvanized, in accordance with attached chain link fence specifications for gauge, posts, and footings. Also provide 3 strands of barbed, and bracket arms, above the top rail, approximately 16" high.
- c) Reconnect to the existing fence along the north side at the corner post of the pump station and at the existing gate posts.
- d) Remove any brush, branches, vines, and other vegetation within 36" of the new fence. Remove all brush, branches, vines and vegetation at the first 60" along the northeast corner post.
- e) Provide temporary security fence during construction to maintain the pump station in accordance with Village, County and State Dept. of Health regulations.
- f) Remove all debris from the site.

All work shall be conducted in accordance with OSHA, Underwriters Laboratories, Westchester County Dept. of Health, AWWA and the Village of Buchanan. Contractors shall provide proof of insurance and pay prevailing wages for all work. Insurance, profit and overhead shall be included in the cost of the items above. All clean up and removal of debris are the property of the Contractor and shall be disposed of legally.

Please provide a cost breakdown based on the line items listed in PROPOSED WORK and an approximate schedule indicating duration of work. If someone from your office would like to inspect the the location, please contact me to coordinate a site meeting.

Thank you,
Paul Volpicelli
Senior Project Inspector
pvolpicelli@hahn-eng.com

CHAIN-LINK FENCE - GALVANIZED

GENERAL

The Contractor shall furnish all labor, materials and equipment necessary to erect the chain-link fence and gates as indicated on the plans and as herein specified.

The fence shall be of the heights indicated and shall have a top rail and bottom tension wire and three strands of barbed wire projecting outward at the top.

Fence materials and installation shall meet or exceed the standards of the Chain Link Fence Manufacturers Institute, New York, NY, except as otherwise specified in this section; also fence materials shall meet or exceed Federal Specification RR-F-191H/GEN; for posts and rail materials - RR-F-191/2E and RR-F191/3E for Fencing, Wire and Post Metal (and Gates, Chain-Link Fence Fabric, and Accessories), American Association of State Highway and Transportation Officials(AASHTO) M181 Grad 2 and shall conform to the ASTM F1043, Group IC Standard Specifications hereinafter noted.

MATERIALS

All ferrous metal fittings, posts, fence and gate framework, and all accessories shall be galvanized with a heavy coating of 2.0 oz. pure zinc spelter per square foot of surface area to be coated using the hot-dip process. Thinner zinc coatings and electro-galvanizing will not be acceptable. Zinc paint or cold galvanizing compounds shall not be used as a substitute for the specified hot-dip galvanized finish.

All fittings, posts, fence and gate framework, and all accessories shall be hot rolled steel, and zinc bath coated or hot dip galvanized.

The fence fabric shall be galvanized steel chain-link fabric conforming to ASTM Standard Specification for Zinc Coated Steel Chain-Link Fence Fabric, Designation A392-74, with Class 2 zinc coating (2.0 oz. of zinc per square foot of uncoated wire surface); the fabric shall be woven in two inch mesh from No. 6 gauge wire.

The barbed wire shall be galvanized steel barbed wire consisting of two strands of twisted No. 12-1/2 gauge wires with four point barbs spaced three (3") inches apart and conforming to ASTM Standard Specification for Zinc-Coated (Galvanized) Steel Barbed Wire, Designation A121-77, with Class 3 zinc coating (minimum of 0.80 oz. of zinc per square foot of uncoated wire surface for No. 12-1/2 gauge wire).

The tension wire shall be No. 7 gauge coil spring steel wire with galvanized finish having a minimum of 0.80 oz. of zinc coating per square foot of uncoated wire surface.

Tie wires for fastening fence fabric to line posts and rails shall be not less than No. 6 gauge aluminum wire.

All pipe, post, and rail materials may shall be Schedule 40, PT40(US Mills as a standard of quality), SS40 or WT40.

Line posts shall be 2-3/8 inches outside diameter steel pipe weighing not less than 3.12 pounds per foot.

End, corner, and pull posts shall be 2-7/8 inches outside diameter steel pipe weighing not less than 4.64 pounds per foot.

Gate posts for gate leaves up to and including six foot wide shall be 2-7/8 inches outside diameter steel pipe weighing not less than 4.64 pounds per foot.

Gate posts for gate leaves over six foot wide and up to and including thirteen foot wide shall be four inches outside diameter steel pipe weighing not less than 6.56 pounds per foot.

Top railings and railings for top, middle and bottom braces between terminal posts and adjacent line posts shall be 1-5/8 inches outside diameter steel pipe weighing not less than 1.84 pounds per foot.

Diagonal truss braces between terminal and adjacent line posts and for gate framework shall be 3/8 inches diameter steel rod.

Barbed wire support arms shall project outward from the top of the posts at 45 degrees and shall be capable of withstanding a 200 pound downward pull on the outermost end of the arm, without failure. The arms shall have provision for the attachment of three (3) strands of evenly spaced barbed wire. Arms shall be integral with post top weather caps and shall have holes for the passage of the top rail at intermediate posts.

Fittings shall be heavy duty malleable iron or pressed steel of suitable size to produce strong construction.

Stretcher bars for attaching fabric to terminal posts such as end, corner, pull, or gate posts and gate frames shall be flat bars with minimum cross section dimensions of not less than 1/4 inch by 3/4 inch. The stretcher bars shall be the full height of the fabric and shall be secured with bar bands of not less than eleven gauge sheet steel, spaced approximately fifteen inches on centers and bolted with 3/8 inch diameter bolts.

Gate leaf framework shall be 1-7/8 inches outside diameter steel pipe weighing not less than 2.72 pounds per foot.

If bolted or riveted corner fittings are not used, the gate frame shall be hot-dip galvanized after welding.

Gate hinges shall be of heavy pattern of adequate strength for the gate size, with large bearing surfaces for clamping or bolting in position.

The gates shall be provided with a suitable latch accessible from both sides and with provision for padlocking.

Double leaf swing gates shall have a center bolt, center stop, and automatic backstops to hold leaves in open position.

Concrete for post foundation bases shall be Class A concrete with a compressive strength of 3000 psi.

Grout for posts set in solid rock shall consist of one part Portland Cement and three parts of clean, sharp, well graded sand with just enough water for proper workability.

METHOD

The fence and gates shall be erected by skilled mechanics. Post spacing shall be uniform with maximum spacing of 10 feet in fences erected long straight lines. All posts shall be placed plumb and centered in the concrete foundations.

Post foundations in earth shall be concrete cylinders with a minimum diameter of twelve inches, crowned at grade to shed water, and shall not be less than 36 inches deep in the ground. Posts shall be set in the full depth of the foundations except for three inches of concrete under the posts.

If foundation holes are excavated in peat or other unstable soil, the Engineer shall be notified for determination of suitable construction precautions.

If solid ledge is encountered without overburden of soil, posts shall be set into the rock a minimum depth of twelve inches for line posts and eighteen inches for terminal posts. Post holes shall be at least one inch greater in diameter than the post and the grout shall be thoroughly worked into the hole so as not to leave voids, and shall be crowned at the top to shed water. Where solid rock is covered by an overburden, the total setting depth shall not exceed the depths required for setting in earth, and the posts shall be grouted into the rock as described.

Any change in direction of the fence line of 30 degrees or more shall be considered corners. Pull posts shall be used at any abrupt change in grade.

Maximum area of unbraced fence shall not exceed 1,500 square feet.

Terminal posts shall be braced to adjacent posts with horizontal brace rails and diagonal truss rods brought to proper tensions so that posts are plumb.

There shall be no loose connections or sloppy fits in the fence framework. The fence framework shall withstand all wind and other forces due to the weather.

Fabric shall be stretched taut and tied to posts, rails, and tension wires with the bottom edge following the finished grade not more than 4 inches above the grade. Fabric on fences shall be twisted and barbed on top edge and knuckled on bottom. Loops of knuckled selvage shall be closed, or nearly closed.

The fabric shall be installed on the security side of the fence and shall be anchored to the framework so that the fabric remains in tension after pulling force is released. The fabric shall be attached to line posts with ties spaced at not more than fifteen inch intervals and to rails and braces at not more than twenty-four inch intervals. The fabric shall be attached to the tension wire with hog ring ties on twenty-four inch centers.

Three (3) strands of barbed wire shall be installed on each extension arm of the line fence and at the top of each gate. The wires shall be pulled taut and fastened at each support.

Gates shall be installed plumb, level, and secure for the full width of the opening and the hardware adjusted for smooth operation.

SUBMITTALS

The Contractor shall submit to the Engineer for review, shop and erection drawings of the fence and gates, and the manufacturer's installation recommendations. He shall also submit samples of fence fabric for review.

MEASUREMENT AND PAYMENT

The unit of measurement for payment shall be per "LINEAR FOOT" of fence installed for the height shown on the Bid Sheets and for "EACH" chain link gate installed in the size shown on the Bid Sheets. The work shall include, but not be limited to providing all labor, materials and equipment required for the installation of PVC coated chain link fence, gates, and for excavating, backfilling and tamping for the installation of concrete footings as specified and shown on the plans.

SECTION I

COMPLIANCE WITH THE LABOR LAW

AND OTHER DEPARTMENT OF LABOR REGULATIONS

The Contractor shall comply with the applicable provisions of the Labor Law as amended, of the State of New York. This Contract shall be void unless applicable sections of said Labor Law are complied with. Each and every provision of law and clause required by law to be part of this Contract shall be deemed to be included herein and this Contract shall be read and enforced as though it were included herein, and if through mere mistake or otherwise any such provision is not included, then upon the application of either party hereto, the Contract shall forthwith be physically amended to make such inclusion.

Specifically, section 200-e, of the Labor Law, as so amended, prohibits in contracts, discrimination on account of race, creed, color, or national origin in employment of citizens upon public works.

There may be deducted from the amount payable to the Contractor by the Owner under this Contract a Penalty of five (\$5.00) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of Section 200-e; provided, that for a second or any subsequent violation of the provisions of said paragraph, his Contract may be canceled or terminated by the Owner and all monies due or to become due hereunder may be forfeited.

NOTE: ACORD forms are not acceptable proof of workers compensation coverage; must provide C-105.2 and Disability to be provided on DB-120.1.

- 4) The Contractor shall not sublet any part of his work without written approval of the Village, and without assuming full responsibility for requiring similar insurance from his subcontractors and shall submit satisfactory evidence to that effect to the Village of Buchanan. Each such insurance policy, except the Workers' Compensation and Disability policies, shall include the Village of Buchanan and their agents, officers, directors and employees as an additional insured.
- 5) Policy shall be endorsed to provide that 30 days written notice prior to cancellation be given to the Village of Buchanan. Policies that lapse and/or expire during the term of occupancy shall be re-certified and received by Village of Buchanan no less than 30 days prior to cancellation or renewal.
- 6) Contractor acknowledges that failure to obtain such insurance on behalf of the Village of Buchanan constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Village of Buchanan. The contractor/permittee is to provide the Village of Buchanan with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the Village of Buchanan to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Village of Buchanan.

Safety Provisions

The safety provisions of applicable laws, building and construction codes and the safety rules approved by the State Labor Commissioner shall be observed.

The provisions of the Federal Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction" shall be observed.

Should at any time during the work under this Contract any Local/State/Federal safety inspector visit the site for the purpose of a safety inspection, the Contractor shall immediately notify the Town representative on the job site.

Hours

No laborer, worker or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The work must be performed between 8:00am to 4:00pm Monday through Friday. Any exceptions out of these hours must have prior approval by the Village and Engineer.

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers and mechanics employed on a public work project shall not be less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. The prime contractor shall obtain a Prevailing Rate Schedule from the: New York State Department of Labor, Bureau of Public Work, State Office Campus, Bldg. 12, Albany, NY 12240. The prime contractor must provide copies of this schedule to all subcontractors and obtain an affidavit certifying such schedule was received.

**VILLAGE OF BUCHANAN
WESTCHESTER COUNTY, NY**

MINIMUM INSURANCE REQUIRED BY CONTRACTORS & SUBCONTRACTORS ON SMALL PROJECTS

Insurance Exhibit

The Contractor/Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

- 1) Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 Per Occurrence/\$2,000,000 Annual Aggregate and including a Waiver of Subrogation.
 - a) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 - b) CGL coverage shall be written on ISO Occurrence form CG 00 011093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, product-completed operations, and personal and advertising injury, blanket contractual including injury to subcontractors employees.

Note: c) Village of Buchanan and their agents, officers, directors and employees shall be included as additional insured on the CGL, using ISO Additional Insured Endorsement CG 20 10 1185 or an endorsement providing equivalent or broader coverage to Village of Buchanan and their agents, officers, directors and employees. The coverage must be underwritten by an Insurance Company with at least 'A 7' Best rating as defined by A.M. Best. Coverage for the additional insured shall apply as Primary and Non-Contributing Insurance before any other insurance or self-insurance, include any deductible, maintained by, or provided to, the additional insured's.

d) Contractor/Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 2 years after completion of the Work.

e) XCU may not be excluded

- 2) Automobile Liability
 - a) Business Auto Liability with limits of at least \$1,000,000 each accident.
 - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c) Village of Buchanan and their agents, officers, directors and employees shall be included as additional insured on the auto policy.
 - d) Also needs to include waiver of subrogation
- 3) Workers Compensation and Employers Liability and N.Y.S Disability
 - a) Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
 - b) Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.
 - c) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.
 - d) Workers Compensation must include a waiver of subrogation.