

BID BOND
(Percentage)

Bond No. 61154668

Precision Built Fences, Inc., d/b/a PBF
Contracting DBA Precision Built Fences,
Inc., d/b/a PBF Contracting

KNOW ALL PERSONS BY THESE PRESENTS, That we
of 1617 Main Street, Peekskill, NY 10566

, hereinafter referred to as the Principal, and

WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto Village of Croton On Hudson

~~of~~

, hereinafter referred to as the Oblige, in the amount of

One Hundred Percent of the Amount Bid

(100%), for the payment of which we bind ourselves, our legal representatives,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Oblige on a contract for

Removal and Replacement of Existing Stockade Fence Located On Half Moon Bay
Drive 100%

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Oblige; or if Principal shall fail to do so, pay to Oblige the damages which Oblige may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 16th day of September, 2011.

Principal

Precision Built Fences, Inc., d/b/a PBF
Contracting DBA Precision Built Fences, Inc.,
d/b/a PBF Contracting

BY: [Signature]

Surety

WESTERN SURETY COMPANY

BY: [Signature]

Donn A Gerelli, Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 61154668

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Donn A Gerelli

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Precision Built Fences, Inc., d/b/a PBF Contracting DBA Precision Built
Principal: Fences, Inc., d/b/a PBF Cont

Obligee: Village of Croton On Hudson

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of December 15th, 2011, but until such time shall be irrevocable and in full force and effect.

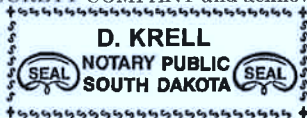
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Senior Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 16th day of September, 2011.



WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

On this 16th day of September, in the year 2011, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires November 30, 2012

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 16th day of September, 2011.

WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

STATE OF New York
COUNTY OF WESTCHESTER

On this 16TH day of SEPTEMBER, 2011, before me, a notary public in and for said County, personally appeared Donn A Gerelli to me personally known and being by me duly sworn, did say, that he is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said Donn A Gerelli acknowledges said instrument to be the free act and deed of said corporation and that he has authority to sign said instrument without affixing the corporate seal of said corporation.

My commission expires DECEMBER 29, 2013

Elizabeth J. Sullivan

Form 106-4-2000

Elizabeth Belliveau
Notary Public, State of N.Y.
No. 01BE6138994
Qualified in Westchester Co.
Commission Expires 12/27/13

VILLAGE OF CROTON-ON-HUDSON
1 VAN WYCK STREET
CROTON-ON-HUDSON, NY 10520
(914) 271-4781

SPECIFICATIONS

FOR

**REPLACEMENT OF STOCKADE FENCE
AT HALF MOON BAY DRIVE**

BID # 09-2011

MAYOR

LEO WIEGMAN

BOARD OF TRUSTEES

ANN GALLELLI
IAN MURTAUGH
CASEY RASKOB
DR. GREGORY SCHMIDT

VILLAGE MANAGER

ABRAHAM J. ZAMBRANO

VILLAGE CLERK

PAULA DISANTO

BID OPENING DATE: SEPTEMBER 16, 2011 @ 10:00 AM

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SECTION I BIDDING DOCUMENTS

A ADVERTISEMENT OF BID

The Village of Croton-on-Hudson, NY is accepting sealed bids for the Removal and Replacement of Existing Stockade Fence located on Half Moon Bay Drive in the Village of Croton-on-Hudson. Bids will be accepted by the Village Manager in the Main Office, Second floor, Municipal Building, 1 Van Wyck Street, Croton-on-Hudson, NY until **10:00 AM on Friday, September 16th, 2011** at which time and place they will be publicly opened and read aloud.

The fence removal and replacement is comprised of one (1) contract. The scope of the work shall include but not necessarily be limited to: removal of existing stockade fence and installing a new stockade fence.

Detailed specifications for said bid may be obtained at the Village Manager's office, Municipal Building, 1 Van Wyck Street, Croton-on-Hudson, NY 10520. Telephone (914) 271-4781, between the hours of 9:00 am and 3:30 pm daily except Saturdays, Sundays and holidays.

Bids must be accompanied by a bid bond in the amount of 100% of the bid price or bids may be accompanied by Cashier Check or Certified Check made payable to the Village of Croton-on-Hudson in the amount of 5% of the total amount of the bid. Said cashier check, certified check or bid bond will be considered as a guarantee that the Bidder will render services as stated in the specifications, if awarded to him and will be forfeited to the Village of Croton-on-Hudson, as liquidated damages, if he fails to do so within the time specified.

The successful bidder will be required to start work within five (5) days of notice to proceed and to maintain in force during the performance of work policies of Workman Compensation Insurance covering the operation of the contractor and the use of all motor vehicles, equipment employed by the contractor.

The Village of Croton-on-Hudson reserves the right to reject any and all bids, to waive any informalities or to accept the bid which in its judgment will be in the best interests of the Village of Croton-on-Hudson.

Non-Collusive Bidding Certification must be attached to the bid.

Paula Di Santo
Village Clerk

Date: August 26, 2011
Fence Replacement Bid #09-2011

B INSTRUCTIONS TO BIDDERS

1. HEADING

A. The headings used throughout the Contract Documents are intended for convenience of reference only and shall not be considered as having any bearing on their interpretation.

2. INTERPRETATION OF TERMS

A. Whenever the words "Contract Document" are used, they shall mean the Contract executed by the Village of Croton-on-Hudson and the Contractor, Instructions to Bidders, the Proposal, the General Terms and Conditions, Plans, Specifications, all Addenda and the Performance and Labor and Materials Bonds, and all supplemental agreements made or to be made.

B. The word "Municipality" as used in the Contract Documents or in the discussions concerning or appertaining to work as a whole, shall mean the Village of Croton-on-Hudson, NY. The word "Village" when used shall also mean the Village of Croton-on-Hudson, NY.

C. Whenever the words "Governing Body" are used in the Contract Documents, they shall mean the Mayor and Board of Trustees of the Village of Croton-on-Hudson, NY.

D. Whenever the word "Superintendent" is used in reference to work or any part thereof, or in the Contract Documents, it shall mean the Superintendent of Public Works of the Village of Croton-on-Hudson, duly authorized to represent said Municipality in the execution of the work covered by Contract Documents. The term "Superintendent" shall also mean the assistants engaged by the Superintendent of Public Works to the extent of the particular duties entrusted to them.

E. Whenever the word "Inspector" is used in the Contract Documents it shall mean such persons engaged by the Village of Croton-on-Hudson, NY to make inspections of work performed and materials furnished by the Contractor.

F. Whenever the word "Bidder" is used in the Contract Documents, it shall mean any individual, partnership, firm or corporation submitting an approved proposal for work completed.

G. Whenever the word "Contractor" is used, it shall mean the person or persons or co-partnerships or corporation contracting to perform the work to be done under the Contract Documents, or the legal representative of such party or parties.

H. Whenever the word "Surety" is used in the Contract Documents, it shall mean the corporate body which is surety on the Contractor's bond for the payment of all debts for materials and labor used or employed in the execution of the Contract, and for the acceptable performance work.

I. Whenever the words "Village Attorney" are used, they shall mean the Village Attorney of the Village of Croton-on-Hudson, NY.

J. Whenever the word "Proposal" is used in the Contract Documents, it shall mean the form furnished by the Municipality and properly filled in, executed and submitted as a bid for the performance of the work.

K. Whenever the word "Bid" is used in the Contract Documents, it shall mean the proposal submitted by the bidder.

L. Whenever the word "Plans" is used in the Contract Documents, it shall mean the drawings or reproductions of drawings pertaining to the work to be performed or to any structure connected therewith. The word "Drawings" may sometimes be used and it shall be understood to mean plans.

M. Whenever the word "Specifications" is used in the Contract Documents, it shall mean the description, directions, provisions and requirements contained in the Contract Documents, together with all written agreements made or to be made pertaining to the method and manner of performing the work or to the quantities of materials to be furnished under the Contract.

N. Whenever the word "Addendum" is used in the Contract Documents, it shall mean any written interpretation, clarification, amendment or addition to the Plans or Specifications issued by the Recreation Superintendent.

O. Whenever the word "Project" is used, it shall mean the entire work to be executed under the Contract.

P. Whenever the word "Contract" is used in the Contract Documents, it shall mean the contract covering the performance of the work and the furnishing of materials required thereof as evidenced by the Contract Documents.

Q. Whenever "A.S.T.M." is used in the Contract Documents, it shall mean American Society for Testing Materials.

R. Whenever, in the specifications or upon the drawings, the words "as directed", "as prescribed", or words of like import are used they shall mean the "direction", "requirement", "permission", "order", "designation" or "prescription" or the Public Works Superintendent is understood. Similarly, the words "approve", "acceptable", "satisfactory" or words of like import shall mean approved by, or acceptable to, or satisfactory to the Public Works Superintendent.

3. RECEIPT OF PROPOSALS

A. Proposals will be received by the Village Manager at the main office in Municipal Building, One Van Wyck Street, Croton-on-Hudson, NY at the time designated in the advertisement, after which time they will be publicly opened and read.

4. PREPARATION OF PROPOSAL

A. The proposal forms for the contract are included in the bound volume of specifications which will be furnished by the Village, and the **BIDDER IS REQUIRED TO USE THE FORMS AND SUBMIT THE COMPLETE VOLUME INTACT TO THE VILLAGE MANAGER.** ALL BLANK SPACES MUST BE FILLED IN AS NOTED BY TYPE OR INK. They must give the prices both in words and in figures, with amounts extended and totaled where required. No changes shall be made in forms or in the items mentioned therein. Erasures and other changes in the bid must be explained or noted over the initials of the bidder. In the event of any discrepancy between the written amounts and figures, the written amounts shall govern.

B. The bidder shall sign his proposal in the blank space provided for this purpose. If the proposal is made by a partnership or corporation, the name and address of the partnership or corporation shall be indicated, together with the names and addresses of the partners or officers. If the proposal is made by a partnership, it must be acknowledged by one of the partners, if made by a corporation, by one of the officers.

C. Bidders shall furnish with their proposals:

1. **BID BOND, CERTIFIED CHECK OR CASHIER CHECK**
2. **CERTIFICATE OF NON-COLLUSION**
3. **STATEMENT OF COMPLIANCE WITH BIDDING REQUIREMENTS**
4. **CERTIFICATE OF INSURANCE**
5. **CERTIFICATE OF EXPERIENCE** - A record of the work performed during the last 3 years, name of owner, amount of contract, name of person in charge and address.
6. **CERTIFICATE OF EQUIPMENT** - A list of the equipment available to properly and expeditiously perform the work.

5. BID SECURITY

A. Each bid must be accompanied by a certified check or cashier check in an amount equal to at least five percent (5%) of the total amount of the bid OR a Bid Bond in the amount of 100% of the bid price as a guarantee that in the event the contract is awarded to bidder, he will execute such contract.

6. SUBMISSION OF PROPOSALS

A. Proposals must be submitted no later than the time specified in the Advertisements, unless the time for the opening of proposals has been postponed.

B. Proposals, when submitted, must be enclosed in a sealed envelope and the envelope must have written on it, plainly, the name and address of the bidder and the contract to which it refers. This envelope shall then be placed in an outer envelope which shall be securely sealed and addressed to the Village Manager, Municipal Building, 1 Van Wyck Street, Croton-on-Hudson, NY. It shall bear the name and address of the bidder and the designation of the Contract to which the proposal refers. Bidders may submit their proposals by registered mail provided these requirements are properly met and the proposal is received by the Village Manager before the time for the opening of proposals.

7. OPENING OF PROPOSALS

A. The time scheduled for receipt of proposals shall be in accordance with the Advertisements, and the opening of proposals shall take place as soon thereafter as is feasible.

8. WITHDRAWAL OF PROPOSALS

A. Any proposal may be withdrawn by the bidder prior to the scheduled time for the receipt of bids or authorized postponement thereof provided the bidder's request for withdrawal is delivered to the Village Manager before the proposals are opened. No bidder may withdraw his proposal after the actual opening of the other proposals.

9. RETURN OF BID SECURITY

A. Certified checks or bid bonds will be returned to all except the three (3) apparently lowest formal bidders within seven (7) days after the formal opening of the bids, and the remaining certified checks or bid bonds of the unsuccessful bidders will be returned within 48 hours after the Village of Croton-on-Hudson and the successful bidder have executed the proposal contract, or if the proposed contract has not then been executed, within 45 days after the date of the opening of the bids. The certified check or bid bond of the successful bidder will be returned within 45 days of satisfactory completion of the contract.

10. BASIS OF AWARD

A. Bids will be compared and the lowest responsible bidder determined on the basis of the schedule of estimated quantities comprising all items in the contract at the unit or lump sum prices bid for these items.

B. In the event there is a discrepancy between the unit or lump sum prices written in words and written figures, the prices written in words shall govern. In the event there is a discrepancy in the Extended Total of any item, the correct total shall be determined by multiplying the estimated quantity by the unit or lump sum price written in

16. FAILURE TO EXECUTE CONTRACT

A. If the successful bidder shall fail to furnish the required bonds and certificates of insurance and to execute the contract in accordance with instructions contained in the Notice of Award, he shall be deemed to have refused to enter into contract and to have waived all claim to the work, and he shall pay the Municipality all damages sustained by the Municipality as a consequence of his failure to execute the contract.

17. OBLIGATION OF BIDDER

A. At the time of the opening of bids, each bidder will be presumed to have inspected the site of the work, to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to receive or examine any form, instrument or document shall in no way relieve the bidder from any obligation in respect to his bid.

B. Each bidder must inform himself fully of the conditions relating to the construction and labor under which the work is now being or will be performed.

18. SOIL CONDITIONS

A. The bidder shall examine and investigate the nature, character, condition and behavior of the soil and subsoil.

B. No representatives of any kind, made by anyone, concerning the nature, character or condition of the soil or subsoil, or other exploration data shall be constructed by the bidder as indicative of the sub-surface conditions which may be encountered.

19. ESTIMATED QUANTITIES

A. The estimated quantity of any item contained in the proposal on which the bidder submits a unit price is subject to increase or decrease upon conditions encountered during the contract period, and such change shall not give the contractor any right to change the unit prices bid or claim loss of anticipated profits.

20. INSURANCE

A. The General Terms and Conditions require the Contractor to maintain in force during the performance of the work, policies of Workmen's Compensation Insurance and Public Liability and Property Damage Insurance covering the operations of the contractor and the use of all motor vehicles employed by the contractor. Certificates evidencing the fact that the contractor has procured the required insurance and must be filed with the Municipality at the time of execution of the contract. Bidders should examine **Appendix A** of this bid package for the details of the insurance requirements.

21. ERRORS, ADDENDA AND INTERPRETATIONS

A. If a bidder finds any omissions, discrepancies or errors in the Contract Documents, or is in doubt as to the meaning of the specifications or other Contract Documents, he should notify the Village Manager, who may correct, amend or clarify such documents by interpretation or addendum. If he fails to so notify the Recreation Superintendent, he will be held rigidly to the Village Manager's interpretation of the specifications after the Contract is executed.

B. No interpretation of the meaning of the specifications or other Contract Documents will be made to any bidder orally. Every request for such interpretation must be in writing addressed to the Village Manager, Municipal Building, One Van Wyck Street, Croton-on-Hudson, NY and, to be given consideration, must be received at least five (5) days prior to the opening of bids.

22. EXAMINATION OF SITE

A. Before submitting a proposal, the bidder shall examine the premises upon which the work is to be done and shall thoroughly familiarize himself with the existing conditions and any difficulties which may present themselves in the execution of the Contract.

23. WAGE SCHEDULE

A. In accordance with Section 220, subdivision 3 and 220-d of the Labor law, wage rate schedules which are established and furnished by the NY State Department of Labor are the minimum rates to be paid for the various items of work on this project. Any person or corporation that willfully pays after entering into such Contract, less than this established wage schedule shall be guilty of a misdemeanor and upon conviction shall be punished for such first offense by a fine of five hundred dollars or by imprisonment for not more than thirty days, or both fine and imprisonment. A second offense carries heavier penalties.

B. Article 8, Section 220 of the Labor law, as amended by Chapter 75 of the Laws of 1956, provides, among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of wages and supplements to be paid to all laborers, workmen and mechanics employed on public work projects. **See Appendix B.**

24. STATE OR FEDERAL TAXES

A. The contract prices for articles, materials or equipment named herein are subject to increase by the amount of any additional tax affecting the articles, materials or equipment involved in the Contract imposed by or under the authority of the Federal or State Government and passed, or taking effect after the receipt of bids, and shall continue in effect during such time as such tax or taxes are lawfully collectible, provided, however, that in the event of such increase in cost, the claim shall be presented within thirty days and supported by evidence of such additional tax, satisfactory to the Attorney.

25. FEDERAL AND STATE LAWS AND REGULATIONS

A. The bidders' attention is directed to the fact that all applicable Federal, State and Municipal Laws, Ordinances, rules and regulations, codes of all authorities having jurisdiction over construction work in the locality of the project shall apply to the Contract throughout and they are deemed to be included herein the same as though herein written.

26. INTENT OF CONTRACT DOCUMENTS

A. The intent of the Contract Documents is to obtain a complete project in a first-class workmanlike manner, and it shall be understood that the bidder has satisfied himself as to the complete requirement of the contract and has predicted his proposal upon understanding.

27. PAYMENTS

A. The unit or lump sum price quoted in the bid shall include the cost of all labor, fuel, equipment, and material necessary to complete the work.

B. Requests for payments will be accepted on a monthly basis. After receipt of Requisition for Payment and approval of the requisition by the Superintendent of Public Works, the contractor will be paid.

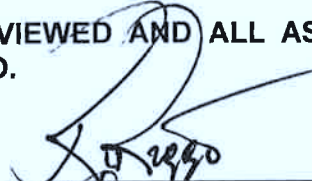
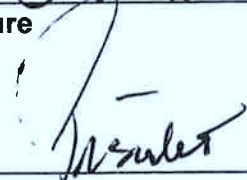
28. TIME OF COMMENCEMENT AND COMPLETION

A. Contractor will be required to start work described in the Proposal within five (5) days from date of Notice to Proceed.

B. All itemized work must be completed prior to request for payment on a monthly basis. Work schedules will be maintained as described in the specifications.

INSTRUCTIONS TO BIDDERS HAVE BEEN REVIEWED AND ALL ASPECTS OF THE BIDDING REQUIREMENTS ARE AGREED TO.

9-15-11
Date


Signature

Title

C COMPLIANCE WITH THE LABOR LAW

1. 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.

2. 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 220-e of the Labor Law, as 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 Village under this Contract a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of Section 220-e; provided, that for a second or any subsequent violation of the provisions of said paragraph, this Contract may be canceled or terminated by the Owner and all monies due or to become due hereunder may be forfeited.

E NON-DISCRIMINATION CLAUSE

During the performance of this contract, the contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant or employment because of race, creed, color or national origin and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination because of race, creed, color or national origin. Such action shall be taken with reference but not limited to recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation and selection for training or retaining, including apprenticeship and on-the-job training.
2. The Contractor will send to each labor union or representative of workers with which he has or is bound by collective bargaining or other agreement or understanding a notice, to be provided by the Commission for Human Rights, advising such labor union or representative of the contractor's agreement under clauses "E1" through "E8" hereinafter called "non-discrimination clauses", and requesting such labor union or representative to agree in writing, whether in such collective bargaining or other agreement or understanding or otherwise, that such labor union or representative will not discriminate against any member or applicant for membership because of race, creed, color or national origin and will take affirmative action to insure that they are afforded equal membership opportunities without discrimination because of race, creed, color or national origin. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retaining including apprenticeship and on-the-job training. Such notice shall be given by the Contractor, and such written agreement shall be made by such labor union or representative, prior to the commencement of performance of this contract. If such labor union or representative fails or refuses so to agree in writing, the Contractor shall promptly notify the Commission for Human Rights of such failure or refusal.
3. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the Commission for Human Rights setting forth the substance of provisions of clauses "E1" and "E2" and such provisions of the State's Laws against discrimination as the Commission for Human Rights shall determine.
4. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.
5. The Contractor will comply with the provisions of Section 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law and will, permit access to his books, records and accounts by the Commission for Human Rights and Owner representatives/counsel for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

6. This Counsel may be forthwith canceled, terminated or suspended in whole or in part, by the contracting agency upon the basis of a finding made by the Commission for Human Rights that the contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the Owner/Contracting Agency until he satisfied the Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such findings shall be made by the Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies otherwise provided by law.

7. If this Contract is canceled or terminated under clause "E6", in addition to other rights of the Owner provided in this contract upon its breach by the Contractor, the Contractor will hold the Owner harmless against any additional expenses or costs incurred by the Owner in completing the work or in purchasing the services, materials, equipment or supplies contemplated by this contract, and the Owner may withhold payments for the Contractor in an amount sufficient for this purpose and recourse may be held against the surety on the performance bond if necessary.

8. The Contractor will include the provisions of clauses "E1" through "E7" in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within jurisdictional locale of the Project being contracted by the Owner. The contractor will take such action in enforcing such provisions of such subcontract or purchase as the Owner/Contracting Agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with subcontractor or vendor as a result of such direction by the Contracting Agency/Owner, the Contractor shall promptly so notify the Owner's representative/counsel, requesting him to intervene and protect interests of the owner (Contracting Agency's jurisdictional area).

VILLAGE OF CROTON ON HUDSON
Municipal Building, One Van Wyck Street
Croton on Hudson, NY 10520

F - STATEMENT OF NO BID

Ladies and Gentlemen:

We, the undersigned, have declined to bid on your Bid #**09-2011** for the following reasons:

_____ We do not offer this service

_____ Our policy schedule would not permit us to perform

_____ Unable to meet specifications

_____ Unable to meet bond requirements

_____ Other _____

We understand that if the no bid letter is not executed and returned, our name may be deleted from the list of qualified bidders for Village of Croton-on-Hudson.

Company Name: _____

Signature: _____

Telephone: _____

G NON-COLLUSION CLAUSE

By submission of this bid or proposal, the bidder certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor.
2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project to any other bidder competitor or potential competitor.
3. No attempt has been or will be made to include any other person, partnership or corporation to submit or not submit a bid or proposal.
4. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf.

Resolved that Precision Built Iron Inc.
(Name of Company)

Be authorized to sign and submit that bid or proposal of the corporation for the following project:

Removal and Replacement of Existing Stockade Fence located on Half Moon Bay Drive.

and to include in such bid or proposal the certificate as to non-collusion required by section one hundred three d of the General Municipal law as the act and deed of such corporation and for any inaccuracies of misstatements in such certificate this corporation bidder shall be liable under the penalties of perjury.

The foregoing is true and correct _____
(Signed)

9/16/11
(Date)

President
(Title)

H PROPOSAL FORM

REMOVAL AND REPLACEMENT OF APPROXIMATELY 1500 FEET OF EXISTING STOCKADE FENCE LOCATED ON HALF MOON BAY DRIVE, IN THE VILLAGE OF CROTON ON HUDSON.

Labor, materials, and equipment to remove and replace approximately 1500 feet of existing stockade fence in accordance with specifications contained within the bid package.

Total Lump Sum Bid Price

\$ 57,000.00

Fifty seven Thousand & 00/100
(price in words)

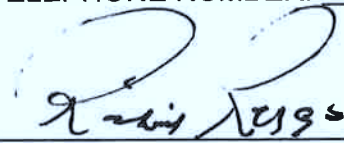
BID SECURITY: Enclosed please find a certified check or cashier check in the amount of 5% of the total bid (base and alternate prices) or a bid bond in the amount of 100% of the bid price.

NON-COLLUSIVE CERTIFICATION: Enclosed please find certification of non-collusion.

COMPANY NAME: Precision Built Fences Inc.

ADDRESS: 1617 Main St
Peekskill, NY 10586

TELEPHONE NUMBER: 914-736-2664


Signature

9/16/11
Date

President
Title

BIDDERS QUALIFICATIONS

The Fence Replacement shall be performed by persons regularly engaged in this type of work and who have an established reputation in the fence installation. The contractor shall furnish, to the satisfaction of the Village, proof of previous experience in the Landscape Maintenance field.

A. Provide a list of 3 companies that you have provided similar service within the last three years. This information must be completely filled out.

1. Company Name: Westchester Property Management
Address: 280 N. Central Ave Suite 100
HARTSDALE NY 10530
Contact Person: John Ricci - Sally Strain EXT. 20
Telephone Number: 914- 686-9500 ~~EXT. 20~~
2. Company Name: Arroway Chevrolet
Address: 175 North Bedford Rd.
Mt Kisco, NY.
Contact Person: Don Roberti
Telephone Number: 914- 232-7733
3. Company Name: _____
Address: ELEMENTS Landscape Architects
P.O. Box 158 Verplanck, NY. 10596
Contact Person: Kurt Dapson
Telephone Number: 914. 906-1672

B. EXPERIENCE - Number of years experience as a fence Contractor:

P.B.F. is in Business for 35 years. I have been in
the Industry for 38-39 years

C. What equipment do you own that is available for the proposed work?

Quantity	Item	Description Size, Capacity, Etc.	Condition
	2003 C 4500 16' Flatbed Chas.	Heavy Duty	Good to Exc.
	2004 Chevrolet 3500 12' Flatbed	Med. Duty	Good to Exc.
	2000 F 450 Super Duty 12' Flatbed	Heavy Duty	Good
	2004 GMC Utility Service truck.	Heavy Duty	Good to Exc.
	Finch Skid Steer Auger Vehicle.		Good
	ALL Drilling & Jackhammer tools.	Heavy Duty	Good minus All good condition

D. Where are the principal items of your equipment located?

AT our Yard located in Peekskill NY

E. What equipment do you intend to purchase for the proposed work, if the contract be awarded to you?

I have everything I need to do this project, except dumpsters for removal

The Village will evaluate the equipment and experience listed by the Contractor in this proposal document. The Village reserves the right to reject the bid proposals in which it is determined that the equipment or experience contained in the proposal indicates to the Village an inability on the part of the Contractor to successfully perform or complete the tasks required in the specifications.

SECTION II SPECIFICATIONS

A GENERAL SPECIFICATIONS

1. SCOPE OF WORK

A. The Contractor shall furnish all plant, materials, equipment, supplies, labor, transportation, fuel, power and water necessary to complete the work under the Contract properly, in accordance with the Specifications and Plans thereof including such drawings as may be furnished by the Superintendent of Public Works during the progress of the work, at the agreed unit and lump sum prices.

B. The work under the Contract shall be complete, and all work, materials and services not expressly called for in the Specifications, or not shown on the plans, which are necessary and required for the proper construction and operation of the items of work and equipment specified and shown shall be performed, furnished and installed by the Contractor at the agreed unit and lump sum prices, with no additional cost to the Owner.

C. The Contractor shall clean up the work and maintain it during and after construction, and shall do all work and pay all costs incidental thereto. He shall repair or restore all structures and property that may be damaged or disturbed during the performance of work and shall generally direct his operations in the workmanlike manner best calculated to promote rapid progress consistent with safety of life and property.

2. QUANTITIES AND AMOUNTS OF WORK

A. The lump sum and unit prices bid shall constitute full compensation for all work completed under the Contract, except for any additional work ordered by the Owner and issued to the Contractor in the form of a written order by the Superintendent of Public Works.

B. Changes in the work, requiring more or less of the items for which prices are stipulated in the Proposal, may be made upon a written change order. When changes result in the use of less of stipulated items than shown on the plans and specified, deductions will be made in accordance with said prices in the proposal or as outlined in the Contract, and vice versa.

3. CONTRACT PLANS AND SPECIFICATIONS

A. After the Contract has been executed, the Contractor will be furnished TWO sets of the Contract Plans and Specifications, free of cost. At the request of the Contractor, additional copies of the plans and/or specifications will be furnished to the Contractor at the cost of reproduction.

B. The Contractor shall furnish each of his employees and/or laborers such copies of the Contract Plans as are required for their work.

4. CONTRACTOR TO CHECK PLANS AND DATA

A. The Contractor is required to check all dimensions and quantities on the Bid Documents or schedules given to him by the Village Manager, and shall notify the Village Manager of all errors, omissions, conflicts and discrepancies found therein. He will not be allowed to take advantage of any error or omission in these Specifications or schedules as full instructions will be furnished by the Village Manager should such errors or omissions be discovered, and the Contractor shall carry out such instructions as if originally specified. In all cases where dimensions are governed by conditions already established, the Contractor shall depend entirely on measurements by himself, scaled and figured dimensions to the contrary notwithstanding, but no deviation from the specified dimensions will be allowed unless authorized by the Superintendent of Public Works.

5. SPECIFICATIONS

A. The specifications consist of two parts: The General Specifications and the Technical Specifications. The General Specifications contain general requirements and minimum standards which govern the work. The Technical Specifications govern Workmanship and Materials and Bid Item Description. The Technical Specifications shall always govern whenever there appears to be a conflict between the Technical and General Specifications.

B. All work called for in the Specifications applicable to this Contract but not shown on the Plans in their present form, or vice versa, and work not specified in either the Plans or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the work, is required, and shall be performed by the Contractor as though it were specifically delineated or described.

C. The apparent silence of the Specifications as to any detail or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice shall prevail and that only material and workmanship of the best are to be used, and interpretation of these Specifications shall be made upon that basis.

6. MATERIALS AND EQUIPMENT

A. All materials, fixtures, fittings and supplies furnished under this Contract shall be of standard first quality and of the best workmanship and design. No inferior or low grade articles will be either approved or accepted, and all work of assembly and construction must be done in neat, first-class and workmanlike manner. In asking for prices on materials intended for delivery to the Owner under any item of this Contract, the Contractor shall provide the manufacturer or dealer with such complete information from these Specifications as may in any case be necessary, and in every case, he shall quote this section in full to each such dealer or manufacturer.

7. BRANDS OR EQUAL

A. Whenever in these Plans and Specifications a particular brand, make of material, device or equipment is shown or specified, such material, device or equipment is to be regarded as a standard. Any other make or brand which, in the opinion of the

Superintendent of Public Works is equal to that specified, will be accepted. All materials and workmanship shall in every respect be in accordance with the best modern practice, wherever the contract specifications or directions of the Superintendent of Public Works admit of a doubt as to what is permissible and/or fail to note the quality of the work, the interpretation which calls for the best quality of work is to be followed.

8. CARE AND PROTECTION

A. The Contractor shall be responsible for curtailing noise, smoke, fumes or any other nuisance resulting from the operations. The Contractor shall, upon written notification from the Superintendent of Public Works, make repairs, replacements, adjustments, additions when necessary to fulfill requirements.

9. PROTECTION OF PROPERTY AND EXISTING STRUCTURES AND UTILITIES

A. The Owner will designate areas of the site adequate, in his judgment, for the use of the Contractor and will provide proper right of access to the site. The Contractor shall confine his operations to the areas so designated. The Contractor shall be responsible for damages to adjacent lands or property, resulting from action of his agents and his employees. The Contractor shall indemnify the Owner against any claims arising out of such injuries and trespasses incurred during the performance of this Contract. The Contractor shall diligently and promptly report in writing to the Owner each such claims of injury or trespass asserted.

B. The Contractor shall protect during the course of the work any existing structures encountered. If necessary to remove any structure due to the requirements of the work, the structures removed shall be replaced so that they are equal to their original condition. The Contractor shall assume full responsibility for any damage done and shall save the Owner harmless in all respects. Adequate insurance, approved by the Owner, shall be carried by the Contractor to cover his responsibility.

C. Public utilities shall be protected in their present locations and service maintained. Any damage to water mains or any other public utilities shall be repaired or replaced immediately at the Contractor's expense.

D. Access to various Town and Village structures shall not be obstructed by the Contractor to prohibit use of hydrants, valves, manholes, fire alarms, etc. The Contractor shall not make connections to existing water mains and operate valves or otherwise interfere with the operation of the existing water distribution system, without first giving 24 hours notice to the Village or the Owner affected and securing their approval of the proposed action. The Contractor shall also notify the gas, electric and telephone companies and all other companies having facilities which are subject to interference, 24 hours in advance of the time he proposes to perform work in the areas in order that they may take such precautions as are necessary to protect their property.

10. INVESTIGATION AND REPRESENTATION

A. The Contractor acknowledges that he has satisfied himself as to the value and location of the work, the general and local conditions particularly those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water,

electric power and roads, physical conditions at the site, the conformation and condition of the ground, the character, quality and quantity of surface and subsurface materials to be encountered, and all other matters which can in any way affect the work or the cost thereof under this Contract. Any failure by the Contractor to acquaint himself with all available information concerning these conditions, will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work.

11. TEMPORARY SERVICES

A. The Contractor shall provide, at his own expense, the water supply necessary for drinking purposes as well as water required for the work.

B. The Contractor shall prohibit and prevent the committing of nuisances on the site of the work, or on adjoining property, and shall discharge any employee who violates this rule.

C. The Contractor shall furnish and keep upon the site at each location where work is in progress, a completely equipped first-aid kit and shall provide ready access thereto at all times when are employed on the work.

D. During the performance of the work, the Contractor shall exercise all reasonable precautions for the protection of persons or property. The safety provisions of applicable laws, building, and construction codes shall be observed. Machinery, equipment, and all other physical hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not inconsistent with Federal, State or Municipal laws or regulations.

E. If any operation, practice or condition is deemed by the Recreation Superintendent to be unsafe or endangers persons or property, he will notify the Contractor in writing to take corrective action and such operation, practice or condition shall be promptly discontinued and remedial action taken before the affected part of the work is resumed.

F. Nothing in the foregoing paragraphs shall be construed as relieving the Contractor from full responsibility at all times for safe prosecution of the work.

12. CONTRACTOR'S AND SUBCONTRACTOR'S EMPLOYEES

A. The Contractor shall employ on the project at all times, one or more competent superintendent with experience in the particular type of work under contract, and such other competent foreperson, skilled tradesmen and laborers as the work may require. Any incompetent or unfaithful employee shall be discharged from the work when request is filed in writing by the Superintendent of Public Works.

13. HOURS OF WORK

A. It is proposed that the work shall progress on the project every day during the week, Monday thru Friday, during the course of the normal work day, and continuously week by week until the job is completed, except for Saturdays, Sundays and holidays, unless otherwise approved by the Superintendent of Public Works, and

such days as weather or working conditions make work impractical in the opinion of the Superintendent of Public Works.

B. Night work after 9PM and earlier than 7 AM shall not be performed without the written consent of the Owner, issued thru the Superintendent of Public Works.

14. TIME OF COMMENCEMENT AND COMPLETION

A. Contractor will be required to start the work described in the Proposal within five days from date of Notice to Proceed.

B. Work is to be completed prior to request for any payments.

15. CLEAN-UP

A. During the Contractor's work, the Contractor shall at all times keep the site for the work and adjacent premises free from material debris and rubbish as practicable and shall remove the aforementioned from any portion of the site if in the opinion of the Superintendent of Public Works, such material debris or rubbish constitutes a nuisance or is objectionable.

B. The Contractor shall remove from the site all of his surplus materials and temporary structures when no further need thereof develops.

C. At the conclusion of the work, all erection plans, tools, temporary structures and materials belonging to the Contractor shall be promptly taken away, and he shall remove and promptly dispose of all water, dirt, rubbish or any other foreign substances.

16. FINAL INSPECTION

A. A date for final inspection of the work by the Superintendent of Public Works shall be set by the Contractor in a written request; this date shall be not less than 10 days after the date request. The work will be deemed complete as of the date so set by the Contractor, if upon inspection the Superintendent of Public Works determines that no further work remains to be done at the site. Removal of the Contractor's plant and other minor adjustments which do not, in the opinion of the Superintendent of Public Works, prevent permanent use of the project, will not be a factor in establishing the completion date.

B. However, if such inspection in the opinion of the Superintendent of Public Works, reveals items of work to be performed, the Contractor shall promptly perform them and then request a re-inspection. If, under any re-inspection, the Superintendent determines that the work is complete, the date of completion shall be deemed to be the actual date of such re-inspection, which shall be made not less than one nor more than 10 days after the date of the request therefore.

C. During such inspections the work shall be clean and free from materials which would interfere with the inspection.

D. In no case will the estimate for the Contractor's final payment be prepared until the Contractor has complied with all the requirements set forth and the Superintendent of Public Works has made his final inspection of the entire work, and is satisfied that the work has been properly and satisfactorily constructed in accordance with the requirements of the Plans and other Contract Documents.

17 TRAFFIC CONTROL

A. The Contractor shall inconvenience traffic as little as possible. Efforts shall be made to preserve at least one-way traffic on street at all times.

B. Handling of traffic on State and County highways shall be with the approval and in accordance with the requirements of the NY State Department of Transportation in the case of State highways, and the Westchester County Department of Public Works in the case of County highways. The Contractor will be required to consult with the Chief of Police and the Chief of the Fire Department to ascertain requirements with respect to Village roads, and their directions are to be fully complied with in all details. All necessary permits for such work shall be obtained and shall be paid for by the contractor.

C. Access to private properties over driveways shall be maintained. Temporary structures erected by the Contractor to accomplish this shall be safe. The Contractor shall be liable for any damage or injury resulting from the work.

D. When it is necessary to close a street temporarily, detours shall be provided and plainly and adequately marked. Adequate barricades, lights and other warning shall be provided and erected to protect the public for the work. No additional compensation shall be allowed for traffic control. All costs thereof shall be included in the lump sum and unit prices bid for the work.

18. USE OF COMPLETED PORTIONS

A. The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions which may not have expired. Such possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost or delays the work, the Contractor shall be entitled to such extra compensation or extension of time, or both, as the Superintendent of Public Works may determine.

B. FENCE REMOVAL AND REPLACEMENT SPECIFICATIONS

1. GENERAL SCOPE

- A. The contractor will be required to remove and dispose of approximately 1500 feet of existing stockade fence and posts, and replace the existing fence with new fence and posts in accordance with the General Specifications.

2. LOCATION

The existing fence is located along portions of both sides of Half Moon Bay Drive in the Village of Croton on Hudson. It is strongly advised that each prospective bidder visit the site to verify the quantities, and familiarize themselves with the conditions of the site.

3. GENERAL SPECIFICATIONS – Fence Removal and Replacement

- A. Existing Fence Removal- Contractor shall remove existing fence and posts and properly dispose of all material removed. Contractor shall maintain normal vehicular and pedestrian traffic during the removal operation. The cost of the removal and disposal of fence shall be included in the lump sum bid price submitted. There will be no extra payments for the removal and disposal.

B. New Fence Installation-

Posts- Vertical fence posts shall be 5 X 5 pressure treated lumber set in the ground a minimum of 36 inches below the surface and anchored in quick setting concrete. Concrete footing shall be a minimum of 18 inches in diameter, and 36" deep. All posts shall be set true and plumb. Contractor shall contact Village for inspection of each post holes prior to pouring of concrete.

Fence- Stockade fence pickets shall be untreated #1 grade cedar, with four 2 X 3 #1 grade cedar horizontal back rails, pickets shall be fastened to the back rails with aluminum or galvanized nails. Fence panels shall be 8 feet in height, and 8 feet in length. Contractor shall maintain normal vehicular and pedestrian traffic during the installation operation.

Appendix A
Insurance Requirements

The contractor shall procure and maintain at his/her expense, policies of insurance issued by a company or companies satisfactory to the Village of Croton-on-Hudson as follows:

1. Worker's Compensation and Disability Insurance:

The contractor shall provide and maintain during the life of the Contract adequate Worker's Compensation and Disability Insurance in accordance with the laws of the State of New York for all its employees. A certificate shall be filed with the Village by the Insurance carrier showing such insurance to be in force at all times.

2. Contractor's Comprehensive General Liability

Limits: \$1,000,000 each occurrence - \$2,000,000 annual aggregate Bodily Injury and Property Damage Liability. The policy will contain the following coverage: products/complete operations: independent contractors: explosion, collapse and underground losses broad form property damage liability (including complete operations); and personal injury hazards.

3. Automobile Liability:

\$1,000,000 combined single limit.

4. Umbrella Liability in the amount of \$5,000,000 to supplement 1, 2 & 3 above.

Before beginning the work covered by these Specifications, the Contractor shall submit to the Village copies of the policies of Insurance described in this section. The policy or policies shall name the VILLAGE OF CROTON-ON-HUDSON as additional insured and shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the Village sixty (60) days notice in writing.

The Contractor shall protect, defend, indemnify, save and hold harmless, and exempt the Village of Croton-on-Hudson, its officers, agents, servants and employees from and against any and all suits, liability suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, professional fees, losses, penalties, settlements, judgments, charges or other expenses or liabilities of every kind and character in connection with or arising directly or indirectly out of this Contract and/or performance hereof and/or work done in performance of this Contract, resulting from or relating to injury to persons, damage to property, death, or actual or alleged violation of any statutes, ordinance, administrative order, law rule or regulations, whether such be the result of the alleged active or passive negligence or culpable conduct of the Village or Croton-on-Hudson or Contractor, its or their officers, agents, servants or employees or any other person. The Contractor further agrees to investigate, handle, respond to, provide defense for, defend, and indemnify such any claims, etc., at its sole cost and expense and agrees to bear all the other costs and expenses related thereof. The Village reserves the right to retain counsel of its choice at its own expense, or in the alternative, approve counsel obtained by the contractor at the Contractor's expense.

Appendix B

Schedule of Wage Rates

Additional Coverages and Factors**09/15/2011**

Line of Business Coverages for Business Auto

Coverage	Limits	Ded/Ded Type	Rate	Premium	Factor
Combined single limit	1,000,000				
PIP-Basic	50,000				
PIP-Additional	100,000				
Medical payments	5,000				
Uninsured motorist	1,000,000				
combined single limit					
Underinsured motorist	1,000,000				
combined single limit					
Comprehensive		500			
Collision		500			

Line of Business Coverages for General Liability

Coverage	Limits	Ded/Ded Type	Rate	Premium	Factor
General Aggregate	2,000,000				
Products/Completed Ops	2,000,000				
Aggregate					
Personal & Advertising	1,000,000				
Injury					
Each Occurrence	1,000,000				
Fire Damage	100,000				
Medical Expense	5,000				
Hired and Non-Owned	1,000,000				
Volunteers as Insureds					
Blanket Additional Insured	Included				

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and address of Insured (use street address only) Precision Built Fences, Inc 1617 Main Street Peekskill, New York 10566 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 914-736-2664 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 13-3800466
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Village of Croton on Hudson 1 Van Wyck Street Croton on Hudson, New York 10520	3a. Name of Insurance Carrier First Cardinal Corporation 3b. Policy Number of entity listed in box "1a": RWC3231002 3c. Policy effective period: 04 <u>01/01/2011</u> to <u>01/01/2011</u> 3d. The Proprietor, Partners or Executive Officers are: ☐ included. (Only check box if all partners/officers included) ☒ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

*The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent or until the policy expiration date listed in box "3c", whichever is earlier.***

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

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 the coverage as depicted on this form.

Approved by: Elizabeth Belliveau
(print name of authorized representative or licensed agent of insurance carrier)

Approved by:  September 15, 2011
(Signature) (Date)

Title: Agent

Telephone Number of authorized representative or licensed agent of insurance carrier: 914-271-6600

Please Note: Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are **NOT** authorized to issue it.

WORKERS' COMPENSATION LAW

Section 57 Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

**STATE OF NEW YORK
WORKER'S COMPENSATION BOARD**

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

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

1a. Legal Name and Address of Insured (Use street address only)
PRECISION BUILT FENCES, INC. DBA PBF
CONTRACTING
1617 MAIN STREET
PEEKSKILL, NY 10566

1b. Business Telephone Number of Insured
914-736-2664
**1c. NYS Unemployment Insurance Employer Registration
Number of Insured**
4621794
**1d. Federal Employer Identification Number of Insured
or Social Security Number**
133800466

**2. Name and Address of the Entity requesting Proof of Coverage
(Entity being listed as the Certificate Holder)**
Village Of Croton On Hudson
1 Van Wyck Street
Croton on Hudson, New York 10520

3a. Name of Insurance Carrier
The First Rehabilitation Life Insurance
Company of America
3b. Policy Number of Entity listed in box "1a":
DBL206597
3c. Policy effective period:
11/04/2010 to 11/03/2012

4. Policy covers:

- a. ☒ All of the employer's employees eligible under the New York Disability Benefits Law
b. ☐ Only the following class or classes of the 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 Benefits insurance coverage as described above.

Date Signed 9/15/2011 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Title Chief Executive Officer

IMPORTANT: If box "4a" is 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" is checked, this certificate is NOT COMPLETE for the purposes of Section 220, Subd. 8 of the Disability Benefits Law.
It must be mailed for completion to the Worker's Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, NY 12207.

PART 2. To be completed by NYS Worker's Compensation Board (Only if box "4b" of Part 1 has been checked)

**State of New York
Worker's Compensation Board**

According to information maintained by the NYS Worker's Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of NYS Worker's Compensation Board Employee)

Telephone Number _____ Title _____

Please Note: Only insurance carriers licensed to write NYS Disability 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.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box "3" on this form is certifying that it is insuring the business referenced in Box "1a" for disability benefits under the New York State Disability Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box "2". **This certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in Box "3c".**

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

Section 220. Subd. 8

(a) The head of state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of state or municipal department, board, commission, or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.