



VHB Engineering, Surveying and  
Landscape Architecture, P.C  
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Planning  
Transportation  
Land Development  
Environmental

# Client Authorization

New Contract

Date 8/4/14

Amendment No.

Project No. 82765.14

**Project Name** Town of Bedford  
Cherry Street Traffic Calming

To:	Cost Estimate	Amendment	Contract Total
Kevin Winn, PE Commissioner of Public Works Town of Bedford 301 Adams Street Bedford Hills, NY 10507	Labor		\$6,500
	Expenses		\$500

As Requested By: Kevin Winn

Fixed Fee

Time & Expenses

Cost + Fixed Fee

Other

Date: 8/4/14

Estimated Date of Completion

**Scope of Services:**

See attached letter dated August 4, 2014.

Prepared By: Matt Carmody

Department Approval: 

Please execute this Client Authorization for VHB Engineering, Surveying and Landscape Architecture, P.C. to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB Engineering, Surveying and Landscape Architecture, P.C.

Subject to attached terms & conditions.

Subject to terms & conditions in our original agreement dated

VHB Engineering, Surveying and Landscape  
Architecture, P.C. Authorization

Client Authorization (Please sign original and return)

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



August 4, 2014

Kevin Winn, PE  
Commissioner of Public Works  
Town of Bedford  
301 Adams Street  
Bedford Hills, NY 10507

Re: Cherry Street Traffic Calming

Dear Mr. Winn,

Per our phone conversation on July 30, 2014, the Town of Bedford is in need of professional guidance at two intersections on Cherry Street: Quicks Lane and Valley Road. To support the Town in its effort to provide a safer environment for motorists and pedestrians at both intersections and increase the visibility of pedestrians crossing Cherry Street at Valley Road, VHB proposes to conduct the following scope of work.

#### Scope of Work

- Perform sight distance measurements on northbound and southbound Cherry Street approaching Quicks Lane and Valley Road to determine available sight distance in both directions.
- Collect roadway width dimensions and a sign inventory at the intersections.
- Use 85<sup>th</sup> Percentile speed data supplied by the Town to calculate the required sight distance, and compare it to the measured available sight distance.
- Collect two hours of peak AM and two hours of peak PM vehicular turning movement, pedestrian and bicycle counts at both intersections.
- Evaluate the pedestrian crossing of Cherry Street at Valley Road connecting a new sidewalk on the north side of Valley Road to a pedestrian ramp and sidewalk on the west side of Cherry Street. Recommend potential, suitable improvements to facilitate pedestrians crossing Cherry Street at Valley Road.
- Using hourly traffic volume data by approach (Quicks Lane, Valley Road and both directions on Cherry Street) supplied by the Town and the turning movement, pedestrian and bicycle counts, perform all-way stop warrant analyses per the Manual on Uniform Traffic Control Devices at both locations.
- Discuss results of sight distance and all-way stop warrant studies and the pedestrian crossing evaluation with Town on a conference call, and recommend potential, suitable improvements. The Town and VHB will agree on a preferred alternative for each intersection on the conference call.
- Attend one public meeting with the Town to present the results of the traffic calming studies. One graphical rendering of each intersection for presentation purposes is assumed.

Schedule

The traffic count and speed studies described above should be conducted by the Town and VHB during a typical school day when school is in session. From the time that the Town supplies the speed and traffic volume data, the duration for VHB to conduct the analyses and provide a menu of recommendations will be approximately two weeks. Once the preferred alternatives are agreed upon by the Town, an additional two weeks will be needed to prepare the graphics and presentation for the public meeting.

Fee

The estimated budget to conduct the scope of work described above is \$6,500 in labor and \$500 in expenses. The labor will be billed at hourly rates per the attached rate schedule.

Contingencies

Should the Town require VHB to attend more than one meeting or perform services in addition to the tasks described above, or should discussions within the Town necessitate changes to the preferred alternative at either intersection, additional work can be scoped and a contract amendment issued.

We appreciate the opportunity to be of service to the Town on this important project.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Carmody".

Matthew T. Carmody, PE  
Director of Transportation  
VHB Engineering, Surveying and Landscape Architecture, P.C.



**VHB Engineering, Surveying and Landscape Architecture, P.C.**  
**HOURLY BILLING RATES**

**Effective March 22, 2013**

<b><u>BILLING CODE</u></b>	<b><u>LABOR CATEGORY</u></b>	<b><u>HOURLY RATE</u></b>
240	Principal 4	\$300
230	Principal 3	\$275
220	Principal 2	\$250
210	Principal 1	\$225
190	Technical/Professional 19	\$215
180	Technical/Professional 18	\$205
170	Technical/Professional 17	\$195
160	Technical/Professional 16	\$185
150	Technical/Professional 15	\$175
140	Technical/Professional 14	\$165
130	Technical/Professional 13	\$155
120	Technical/Professional 12	\$145
110	Technical/Professional 11	\$135
100	Technical/Professional 10	\$125
090	Technical/Professional 09	\$115
080	Technical/Professional 08	\$105
070	Technical/Professional 07	\$95
060	Technical/Professional 06	\$85
050	Technical/Professional 05	\$75
040	Technical/Professional 04	\$65
030	Technical/Professional 03	\$55
020	Technical/Professional 02	\$45
010	Technical/Professional 01	\$35
350	Technical/Support 5	\$75
340	Technical/Support 4	\$65
330	Technical/Support 3	\$55
320	Technical/Support 2	\$45
310	Technical/Support 1	\$35
500	Court Testimony Starts at	\$300

**Reimbursable and subconsultant expenses are billed at cost plus 10%.**

## **PART II**

### **VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, P.C. TERMS AND CONDITIONS OF AGREEMENT**

The engagement of VHB Engineering, Surveying and Landscape Architecture, P. C. (VHB) by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

1. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal.
2. Payment to VHB is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.
3. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. All retainer amounts will be applied to the last invoice.
4. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.
5. Invoices will be rendered monthly and become due upon receipt. Any invoice outstanding for more than 30 days after date of invoice will be subject to a financing charge of 1-1/2 percent per month.
6. Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.
7. Invoice payments must be kept current for services to continue. If the Client fails to pay any invoice due to VHB within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client, suspend services under this Agreement until VHB has been paid in full all amounts due VHB and/or any of its Consultants and Subcontractors. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for the Client under multiple projects, invoice payments must be kept current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if payments are not current on all projects. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If services are suspended for 90 days or longer, VHB shall be entitled to expenses

incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. Among other things, VHB's project manager and Client's representative will confer as often as reasonably necessary about any issues that arise involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

8. VHB agrees to carry the following insurance during the term of this Agreement:
- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits.
  - Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$ 2,000,000 in the aggregate.
  - Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate.
  - Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence.

Certificates of insurance will be furnished upon request. If the Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

9. The Client and VHB shall at all times indemnify and save harmless each other and their officers, and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.
10. VHB shall not be responsible for failure to perform or for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of VHB
11. VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information required to be provided by Client under this Agreement.

12. Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees, sub-consultants, and affiliated entities from and against any and all claims, suits, demands, liabilities costs, including reasonable attorneys fees and defense costs caused by, arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or material that exist on, about or adjacent to the job site.
  
13. VHB's services will be performed on behalf of and solely for the benefit and exclusive use of Client for the limited purposes set forth in the Agreement. Client acknowledges that VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. Client may not delegate, assign, sublet, or transfer its duties or interest in this Agreement without the written consent of VHB.
  
14. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care customarily accepted as good professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality ("Standard of Care").  
  
Consistent with this Standard of Care, the services shall conform to applicable laws, codes, ordinances, and regulations of any governmental agency having jurisdiction over the project, at the time services are rendered. VHB shall perform its services as expeditiously as is consistent with the Standard of Care and with the orderly progress of the Work.
  
15. VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB's having to certify, guaranty or warrant the existence of conditions whose existence VHB cannot ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall be given in VHB's professional opinion consistent with the Standard of Care. VHB shall be compensated for any work necessary to verify project compliance with regulatory standards for purposes of such certification.
  
16. Client hereby agrees that to the fullest extent permitted by law, VHB's total liability to Client and any persons or entities claiming by, through or under the Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes including, but not limited to VHB's or an affiliated entity's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed \$50,000 (fifty thousand dollars).
  
17. All documents including Drawings and Specifications (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by the Client or others on

extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to VHB; and the Client, shall release, indemnify and hold harmless VHB from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and the third person or entity seeking to reuse said documents.

If any information hereunder is provided in electronic format, Client recognizes that such plans, documents or other information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and not as record documents.

18. To the extent permitted by law, VHB retains the copyright in all written work products, including plans, specifications, calculations, computer programs, and computer generated materials in any form, produced in connection with the work under this agreement, unless otherwise agreed to in writing by an authorized VHB representative. Subject to Term No. 17 above, VHB licenses to Client the use of all written work products, including plans, specifications, calculations, and computer generated materials in any form, produced in connection with the work under this agreement on a non-exclusive basis.
19. All questions in dispute under this Agreement shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This process shall be considered as a condition precedent to moving to a more formal or judicial process.
20. Notwithstanding any other provision of this Agreement, neither party shall be liable to the other or any affiliated entity or either party for any incidental, special, indirect or other consequential damages incurred due to the fault of the other party regardless of the nature of the fault or whether it was committed by the Client or VHB, or their affiliated entities, employees, sub-consultants, or subcontractors. Consequential damages include, without limitation, liability for loss of use of the Project or existing property, loss of profits, loss of production or business interruption; however, the same may be caused.

21. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which the Client relied in entering into this Agreement. No statements, representations, warranties, or understandings, unless contained herein, exist between Client and VHB.
22. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or VHB. VHB's services under this Agreement are being performed solely for the benefit of the Client and no person or other entity shall have any claim against VHB because of this Agreement. In addition, nothing herein shall be construed as creating a contractual relationship between the Client and any VHB employee, representative or consultant. The Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, the Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees and any affiliated entities of VHB.
23. Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.
24. This Agreement shall be governed and construed in accordance with the laws of the State of New York.
25. VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce VHB's scope of services, Client hereby agrees to release, hold harmless, defend and indemnify VHB from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.
26. Client understands that the requirements of the Americans with Disabilities Act ("ADA") are evolving and will be subject to various, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's project will comply with all ADA requirements or ADA interpretations.