

**PROFESSIONAL SERVICES AGREEMENT
FOR PROFESSIONAL ENGINEERING AND CONTRACT
ADMINISTRATION SERVICES**

THIS AGREEMENT, entered into this 21st day of February, 2024 (“Effective Date”), by and between DESMAN, Inc., a Delaware corporation licensed to do business in the State of New York having its principal offices located at 3 West 35th Street, 3Rd Floor, New York, New York 10001 (hereinafter referred to as “DESMAN”), and the VILLAGE OF SCARSDALE, a municipal corporation of the State of New York having its principal place of business at 1001 Post Road, Scarsdale, New York 10583 (hereinafter referred to as the “VILLAGE”) (collectively referred to as the “Parties” and each a “Party”);

WITNESS ITH

WHEREAS, the VILLAGE intends to enter into a professional service agreement with DESMAN to provide Professional Engineering Services for the Repair and Restoration of the Freightway Parking Garage, hereinafter “PROJECT”, as further described in Exhibit “A” VILLAGE DESMAN Proposal, dated January 2, 2024; and

WHEREAS, DESMAN represented that it possesses sufficient professional skills and experience to perform said services in a complete, timely, and professional manner;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

I. SCOPE OF WORK

The services to be performed under this Agreement involve the performance of professional services related to Professional Engineering Services related to the PROJECT. DESMAN shall perform in a proper manner to the satisfaction of the VILLAGE, the scope of services to provided to the VILLAGE under this Agreement are those identified as Phase, I, Phase II, and Phase III of DESMAN’s proposal entitled “A Proposal to Provide Professional Engineering Services for the Repair and Restoration of the Freightway Parking Garage – 2024 REVISED Scarsdale, New York”, dated January 2, 2024, as set forth in Exhibit “A” attached hereto and made a part hereof (the “Services”).

II. COMPENSATION AND PAYMENT

DESMAN shall provide the Services described above and detailed in Exhibit “A” and the VILLAGE shall pay DESMAN an amount not to exceed \$ 65,000 for all phases of work as itemized and identified in the formal proposal submitted by DESMAN. Should the VILLAGE identify any necessary additional services not included in Exhibit “A” the VILLAGE and

DESMAN shall negotiate a lump sum for said additional work or utilize DESMAN's billing rate schedule included in Exhibit "A".

Reimbursable Expenses are in addition to compensation for basic services and include expenses identified in DESMAN's proposal as "Out-of-Pocket Expenses" approved by the VILLAGE.

DESMAN shall prepare a monthly invoice which will set forth services rendered and other charges. All amounts shall be paid within forty-five (45) calendar days after the date the invoice is received by the VILLAGE. Whenever the amount is past due more than forty-five (45) calendar days after receipt of the invoice, DESMAN may suspend any further work called for by this Agreement until such account is made current. The fact that DESMAN may continue to work beyond the time during which it may have suspended the work shall not be deemed a waiver of its rights hereunder.

III. TIME OF PERFORMANCE

Each phase of the services to be performed hereunder Professional Engineering Services for the Repair and Restoration of the Freightway Parking Garage shall commence upon receipt of written authorization from the VILLAGE for the specified phase and shall be expeditiously completed consistent with professional skill, standards, and care and within the project timeframe outlined in Exhibit "A" and in compliance with the terms of this Agreement. Each phase of services will be separately authorized to commence. The VILLAGE reserves the right not to authorize any and all of the identified phases of DESMAN's services in the best interest of the VILLAGE.

The following are the **anticipated dates and time periods**:

Commencement of Phase I – Condition Survey and Evaluation

- Immediately Scheduled Upon Contract Signing

Phase II – Design and Bidding Services

- Friday, March 1, 2024 Estimated Bid Letting Date

Phase III – Construction Administration and Job Site Inspection

- Upon Selection of Contractor and Execution of Contract

IV. COMPLIANCE WITH LAWS

DESMAN shall observe and abide by all applicable laws, ordinances, and regulations of federal, state, and local governments in connection with the work performed hereunder.

V. SUBCONTRACT AND ASSIGNMENT

This Agreement shall not be assigned, in whole or in part, without the prior written consent of the VILLAGE. Approval by the VILLAGE of any subconsultants shall not relieve DESMAN of any liability or responsibility for the proper performance of the work under this Agreement.

VI. INSPECTIONS

All work performed by DESMAN shall be subject to inspection and approval by the VILLAGE at all times, but such approval shall not relieve DESMAN of responsibility for the proper performance of work.

VII. TERMINATION FOR CONVENIENCE

The VILLAGE shall have the right at any time to terminate this Agreement in whole, or in part, by five days written notice to DESMAN. Upon receipt of this notice DESMAN shall immediately discontinue performance and not incur any additional costs related to performance of its obligations under this Agreement, except to the extent authorized in writing by the VILLAGE.

In the event of termination for convenience, the VILLAGE shall pay DESMAN for all work completed to the date of termination by applying the percentage of the services performed during the applicable phase prior to termination to the lump sum fee for such phase. However, in no event shall the VILLAGE be obligated to pay more than the aggregate contract amount considering any previously paid amounts.

VIII. DEFAULT

Should DESMAN breach any provisions of this Agreement the VILLAGE shall retain all rights and remedies provided by law and equity and under the terms and conditions of this Agreement.

The VILLAGE shall have the right at any time to terminate this Agreement in whole, or part, if DESMAN fails to perform any of its obligations, or if DESMAN fails to give the VILLAGE assurance of adequate performance within ten (10) working days after written request by the VILLAGE for such assurance.

In the event of a breach of the Agreement by DESMAN, the VILLAGE may:

- A. Withhold payment of any further amounts that may be due DESMAN for allegedly deficient work until the Default is corrected, and/or
- B. Declare DESMAN to be in default,
- C. After written notification of default and failure to cure within a reasonable time, cancel this Agreement in whole or in part, and
- D. Pursue any and all other remedies afforded by law or equity.

If the termination is brought about as a result of a default (including but not limited to a default caused by unsatisfactory performance) on the part of DESMAN, the value of the work performed by DESMAN prior to termination shall be established by the percent of the amount

of such work completed by DESMAN that is acceptable to the VILLAGE, of the total amount of work contemplated by this Agreement less any damages and/or expenses incurred by the Village as a result of such default.

IX. INDEMNIFICATION

To the maximum extent permitted by law, DESMAN shall be responsible for all damage to life and property due to intentional misconduct, reckless or negligent acts and omissions by it, its subconsultants, agents or employees in connection with its services under this Agreement. DESMAN specifically agrees that its subconsultants, agents, or employees shall possess the experience, knowledge, and character necessary to qualify them individually for the particular duties they perform. Further, it is expressly understood that, to the maximum extent permitted by law, DESMAN shall indemnify and hold harmless the VILLAGE from all claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys’ fees and all other costs of defense, of every name and description resulting from intentional misconduct and reckless or negligent acts or omissions during performance of the DESMAN’s services under this Agreement. This shall include intentional acts, negligent performance of services, in addition to negligence founded upon tort, negligence based upon DESMAN’s failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against DESMAN, or the VILLAGE beyond such as may legally exist irrespective of this Article or this Agreement.

X. INSURANCE REQUIREMENTS

DESMAN shall, during the performance of its services, maintain the following types of insurance at no less than the minimum amounts stated and with insurers satisfactory to the VILLAGE (such as an A.M. Best A- rated or better insurer, licensed to conduct business in New York State, and a New York licensed and admitted insurer):

Type of Insurance	Minimum Limits Required Per Claim/Occurrence	Minimum Limits Required Aggregate Policy Limits
1. Commercial General Liability – including contractual liability	\$ 1,000,000	\$ 2,000,000
a. Bodily Injury/Property Damage	\$ 1,000,000	\$ 2,000,000
b. Products/Completed Operation	\$ 1,000,000	\$ 2,000,000
c. Personal and Advertising Injury	\$ 1,000,000	\$ 2,000,000
d. Medical Expense limit (any one	\$ 10,000	\$ N/A

Type of Insurance	Minimum Limits Required Per Claim/Occurrence	Minimum Limits Required Aggregate Policy Limits
person)		
2. Commercial Automobile Liability (if applicable)	\$1,000,000 Combined Single Limit- Each Accident	\$ N/A
3. Worker's Compensation	As required by law for all employees	As required by law for all employees
4a. Employer's Liability (Bodily Injury by Accident)	\$ 1,000,000	\$ N/A
a. By Disease	\$ 1,000,000	\$ N/A
b. Each Accident	\$ 1,000,000	\$ N/A
c. Each Employee	\$ 1,000,000	\$ N/A
4b. NY State Disability	Statutory Limits	Statutory Limits
5. Umbrella/Excess Liability Insurance	\$5,000,000	\$ 5,000,000
6. Professional (E&O) Liability Insurance	\$5,000,000	\$ 5,000,000
7. Network Security and Privacy Liability	\$1,000,000	\$1,000,000
8. Commercial Crime/Fidelity Bond	\$1,000,000	\$1,000,000

The DESMAN shall also take out and maintain during the life of this contract all applicable policies required in association with this project in the above amounts as will protect the Village of Scarsdale, their officials, employees, and agents. Such policies shall include:

- (1) An endorsement that the insurance company will give at least thirty (30) calendar days written notice to the Village of Scarsdale prior to modification or cancellation of any such policy.
- (2) An endorsement naming the Village of Scarsdale and its officials as additional insured
- (3) An endorsement that DESMAN's insurance shall apply as primary and non-contributory of any insurance maintained by the Village of Scarsdale.
- (4) Waiver of subrogation provision in favor of Village of Scarsdale.

Proper certificates of the above-mentioned policies must be submitted prior to the commencement of any services. All required insurance must be in effect and continued for the duration of this Agreement, at the DESMAN's expense and is subject to the approval of the Village Attorney as to adequacy, form, and correctness. No services shall commence or payments will be made to DESMAN until submission and approval of the insurance certificates. If any of the policies are written on a claim made basis, the policies must be in effect for 3 years after the contract termination. The certificate of insurance must describe the services provided by the professional consultant that are covered by the liability policies.

The DESMAN hereby agrees to effectuate the naming of the Village and all of its salaried and non-salaried employees, elected or appointed officials, volunteer organizations or persons, while performing duties on behalf of the Village as Additional Insureds on the DESMAN's insurance policies, except for workers' compensation and N.Y. State Disability insurance. The policy(ies) naming the Village as an Additional Insured shall state that the DESMAN's coverage shall be primary and non-contributory coverage for the Village and all of its salaried and non-salaried employees, elected or appointed officials, volunteer organizations or persons, while performing duties on behalf of the Village with a waiver of subrogation in favor of the Village including Workers Compensation. Additional insured status shall be provided by standard or other endorsements that extend coverage to the Village (CG 20 26 or equivalent). The decision to accept an endorsement rests solely with the Village. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable), Professional (E&O) Liability and Umbrella/Excess coverages.

At the Village's request, DESMAN shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested by the Village, DESMAN will provide a copy of the policy endorsements and forms.

DESMAN agrees to indemnify the Village for applicable deductibles and self-insured retentions.

The DESMAN acknowledges that failure to obtain and maintain the types and amounts of insurance required in this Section constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all legal remedies available to the Village. The DESMAN is to provide the Village with a certificate of insurance, evidencing the requirements of this Section have been met, prior to the provision of services. The failure of the Village to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the Village.

If DESMAN utilizes independent contractors or consultants, then DESMAN must provide verification that coverages extend to the independent contractors or consultants. If independent contractors or consultants are required to provide Professional Errors and Omissions coverage of their own, then proof of this coverage must be provided to the Village.

XI. INDEPENDENT CONSULTANT

DESMAN shall perform services in accordance with the terms and conditions of this Agreement as the VILLAGE's independent consultant and is responsible for the means and methods used in performing services under this Agreement. The relationship between the VILLAGE and DESMAN is that of a consultant to the VILLAGE without any employer/employee relationship. The VILLAGE shall be the general administrator and coordinator of DESMAN services for the Project.

XII. DISPUTE RESOLUTION

This Agreement shall be governed by, and interpreted under, the laws of the State of New York, without consideration given to its conflicts of laws principles. The venue for mediation, arbitration or legal proceedings arising out of this Agreement shall be Westchester County, New York. The Parties hereby expressly waive any objection or claim that venue is improper in a federal or state court located in Westchester County, New York.

All claims, counterclaims, disputes, and other matters in question between the VILLAGE and the DESMAN shall be decided by either mediation, negotiation, arbitration, or in a court of competent jurisdiction. The VILLAGE, in its sole discretion, shall specify and choose the method of conflict resolution.

XIII. AGREEMENT DOCUMENTS/SUPPLEMENTS

The following exhibits, supplements or addendums form an integral part of this Agreement and shall be incorporated herein by reference:

Exhibit "A" - DESMAN proposal dated January 2, 2024

XIV. SEVERABILITY

In the event that any provision, clause, paragraph, or part of this Agreement is found to be unenforceable or unlawful for any reason such provision, clause, paragraph, or part shall be stricken from this Agreement and the remaining provisions, clause, paragraph, or parts shall remain fully enforceable.

XV. ENTIRE AGREEMENT

This Agreement together with the Proposal (Exhibit "A") constitutes the whole agreement between the parties with respect to the subject matter contained herein and there are no terms other than those contained herein. In the event any of the terms or provisions of this Agreement conflict with any of the terms or provision of the Proposal (Exhibit "A"), this Agreement shall control. No modification or amendment of this Agreement shall be valid unless in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

Village of Scarsdale
1001 Post Road
Scarsdale, NY 10583

DESMAN

Name: Alexandra H. Marshall
Printed

Name: JACK CALIENDO
Printed

Name: [Signature]
Signature

Name: [Signature]
Signature

Title: Acting Village Manager

Title: ASSOCIATE VICE PRESIDENT

Date: 2/21/2024

Date: 2/15/24

January 2, 2024

Mr. David A. Goessl, P.E.
Village Engineer
Village of Scarsdale
1001 Post Road
Scarsdale, NY 10583

Re: A Proposal to Provide Professional Engineering Services for the Repair and Restoration of the Freightway Parking Garage – 2024 REVISED Scarsdale, New York

Dear Mr. Goessl:

Per your request, **DESMAN** is pleased to furnish you with our proposal to provide Professional Design Services for the successful completion of the referenced project. These repairs will be based upon an updated condition survey which is included in this project.

The scope of the design services is to include the structural repairs and waterproofing of the structurally supported parking decks. At the outset of this project phase, we will meet with **Village of Scarsdale** to discuss the findings of our visual condition survey. At that time, we will finalize the repair program, review the methods of repair, scheduling and phasing for this project. The general scope of the repairs, as stated in the 2020 Condition Assessment Study prepared by Desman shall be used as a guide for this project.

For your convenience, we are providing you with a detailed Scope of Services as outlined by task. We believe that this project scope will best suit your needs at the current time, as we understand them.

SCOPE OF SERVICES

PHASE I – CONDITION SURVEY AND EVALUATION

TASK 1 - MEETING WITH OWNER AND UPDATED SURVEY/WALKTHROUGH

1. An updated Condition Survey will be performed and a meeting will be held with **Village of Scarsdale** to review the original survey reports, repair quantities and repair recommendations in order to establish the scope of the rehabilitation work, scheduling and phasing for the project.

TASK 2 - DOCUMENT REVIEW

We will review all available architectural, structural design and as-built design drawings, construction specifications, shop drawings and any reports related to the original construction, maintenance, previous repair, investigation or testing of the parking garage to determine the original design criteria and requirements for the horizontal, vertical and overhead concrete/decking repairs and programmed maintenance.

TASK 3 - VISUAL INSPECTION AND RECONNAISSANCE

Utilizing existing drawings, we will conduct an updated visual inspection of the parking garage to identify and quantify any areas of deterioration, distress, corrosion or moisture infiltration. The following items/building components will be addressed as appropriate:

- A. Parking Garage – Supported Floor Slabs, Columns, Beams
1. Quantity and location of observed cracks
 - a. Structural and/or non-structural
 - b. Leaking cracks
 2. Expansion, construction and control joints
 3. Number and location of existing drains, drain lines, ponding areas and overall deck drainage
 4. Waterproofing membrane as appropriate
 5. Location and condition of previously repaired areas
 6. Concrete spalls, delaminations and scaling
 7. Exposed reinforcing steel, wire mesh and visible connections, etc.
 8. Slab ceilings or soffit
 - c. Spalling
 - d. Apparent leaks or efflorescence through full depth cracks
 9. Structural steel elements connections and surface conditions (paint)
 10. Guiderails

TASK 4 – LIMITED DELAMINATION SURVEY

A limited delamination survey will be performed over the top surface of the structurally supported garage levels using the chain-drag method. This will determine the amount of delaminations or hollow areas in the concrete floor slab. These soundings will detect horizontal cracks at the top level of steel reinforcement caused by corrosion and/or between the traffic bearing waterproofing membrane and the concrete substrate. These horizontal cracks or delaminations may not be visibly detectable.

PHASE II - DESIGN AND BIDDING SERVICES

TASK 1 - ANALYSIS AND DESIGN

1. Perform a design check of the various structural components of the parking garage areas to determine their load carrying capacities. Based on the deterioration documented during our visual condition survey, a design check of the deteriorated members is to be performed to determine the degree of strengthening required if any during the restoration or repair of the parking deck.
2. Develop temporary shoring requirements during the rehabilitation as required.
3. Document any loading limitations in the parking garage with respect to temporary construction operations and equipment.
4. Develop and provide an initial cost estimate for pre-bid budgeting.

TASK 2 - PREPARATION OF REPAIR DETAILS

1. Design and detailing of the proposed parking garage repairs implementing the recommendations of our visual condition survey based upon the selected repair program.
2. Development of details for structural concrete repairs such as concrete replacement, concrete repairs at the soffits, columns and beams, masonry repairs, etc. along with any necessary repairs as is appropriate.
3. Development of details for waterproofing repairs such as a waterproofing membrane at the structurally supported level, expansion joints, floor cracks, construction joints, drains and piping, etc.
4. Development of details for other miscellaneous repair items such as paint striping and flashings, etc.
5. Development of phasing plans as required during the construction.

TASK 3 - PREPARATION OF DRAWINGS

1. A detailed set of repair drawings is to be prepared using CAD showing the approximate location and extent of the parking garage repairs based upon the findings of the visual condition survey.
2. Details for the structural repairs, waterproofing items, project phasing and any miscellaneous items previously outlined will also be included as appropriate.

TASK 4 - DEVELOPMENT OF TECHNICAL SPECIFICATIONS

1. Preparation of technical specifications in accordance to New York State public bidding laws, Wick's law and related if required for each individual work item outlining performance criteria, testing requirements during construction and warranties for each work item.
2. A repair procedure and specific materials are to be identified in the specifications to assure proper execution of the work.
3. Specific material testing during construction is to be outlined to determine acceptability and conformance of the work with contract requirements.
4. Provide estimated quantities for repair and/or replacement and include unit-based Contractor pay items.
5. Establish basis of inspection, acceptance and payment.

TASK 5 - 90% SUBMITTAL AND FINALIZE BID DOCUMENTS

1. Drawings and documents, including Engineer's estimate of quantities/costs will be advanced to 90% completion and submitted to **Village of Scarsdale** for review and comment. A discussion will be held with **Village of Scarsdale** to make any necessary changes and finalize the bidding documents including any necessary value engineering.

TASK 6 – BIDDING ASSISTANCE

1. Assist **Village of Scarsdale** in the preparation of technical and procurement bid documents, attend pre-bid conferences and preparation and issuance of addenda as appropriate to interpret, clarify, or expand the bidding documents. Included is the preparation of schedule of quantities, form of proposal and all prequalification submittals.
2. Assist **Village of Scarsdale** in reviewing the qualifications and acceptability of prospective contractors, subcontractors and suppliers.
3. Advise **Village of Scarsdale** as to the acceptability of alternate materials and equipment proposed by the prospective contractors when the substitution is made prior to the award of the contract as allowed by the bidding documents. Any substitution will be made prior to a formal award of the construction contract.
4. Evaluate the bids received and submit their findings and recommendations to **Village of Scarsdale** based on the technical competence and cost competitiveness of the bidding parties.

PHASE III - CONSTRUCTION ADMINISTRATION & JOB SITE SUPERVISION

TASK 1 - CONSTRUCTION ADMINISTRATION

1. Review and approve all submittals from the contractor. This includes all shop drawings, product submissions and other materials.
2. Interpret and clarify contract documents, prepare change orders requiring special inspections and testing of the work, and make recommendations as to the acceptability of work. Formal approval by **Village of Scarsdale** will be required on all changes affecting form, fit, function and cost.
3. Review, recommend and approve the Applications for Payment submitted by the contractor and forward them to **Village of Scarsdale** with recommendations.
4. Upon substantial completion of the project, review the completed work and prepare a punch list.
5. Final inspection and written report upon completion of the project addressing all technical issues relating to the project including recommendations concerning final payments to contractors and the release of retained percentages.

TASK 2 - TECHNICAL SUPERVISION AND JOB SITE VISITS

1. Conduct periodic site visits and check the work in progress as a basis for determining conformance of work, materials and equipment with the contract documents.
2. Attend bi-weekly job site meetings when work is progressing as requested by **Village of Scarsdale** and/or the contractor. Prepare minutes for each meeting.

TASK 3 - TESTING SERVICES BY AN INDEPENDENT LABORATORY

1. We will assist **Village of Scarsdale** to retain the services of an independent testing agency and direct them for the required tests to be carried out for the testing of concrete, reinforcing steel, waterproofing, etc. and any other material tests, etc. as applicable to verify compliance with Contract Documents.

ENGINEERING FEE SCHEDULE

FREIGHTWAY PARKING GARAGE - 2024
Scarsdale, New York

Based on the aforementioned scope of services, we propose a total lump sum engineering fee of **Five Thousand Dollars (\$5,000.00)** for the Phase I Updated Condition Survey and Evaluation and **Thirty Thousand Dollars (\$30,000.00)** lump sum for the Phase II Design and Bidding Services.

The fees for the Phase III Construction Administration and Job Site Visits are given on a unit cost basis as the duration of the project may vary slightly dependent upon the selected restoration program and the frequency of the job site visits required. We anticipate the construction portion of the project to last approximately six (6) to months and thus we propose a fee of **Thirty Thousand Dollars (\$30,000.00)** for the Phase III Construction Administration.

The six-month duration is as follows:

1. Construction Administration
6 months @ 3,000 per month = \$18,000
2. Job Site Visits (including a punch list visit)
24 visits @ \$500 per visit = \$12,000

FEES FOR PHASE III		
TASK	DESCRIPTION	UNIT COST
CONSTRUCTION ADMINISTRATION AND JOB SITE SUPERVISION		
1	Construction Administration	\$3,000 per month
2	Job Site Visits	\$500 half day \$800 full day
3	Testing Laboratory	(Billed directly to Client)

NOTE: If the project exceeds the anticipated work period, our fee for an another six (6) months of Construction Administration and Job Site Visits would be an additional **Thirty Thousand Dollars (\$30,000.00)** based on the same monthly and site visit costs.

The additional services may be negotiated and a lump sum fee will be agreed upon plus customary reimbursable expenses, or as per our standard hourly rates.

DESMAN HOURLY RATES

EMPLOYEE CLASSIFICATION	HOURLY RATE
Principal	\$290.00
Project Manager	\$220.00
Senior Engineer/Planner/Architect	\$210.00
Engineer/Planner/Architect	\$190.00
Designer	\$170.00

OUT-OF-POCKET EXPENSES

Direct out-of-pocket expenses incurred in connection with the performance of such services outlined above will be billed at cost. We anticipate these costs will not exceed \$2,000 and may include the following:

- Overnight mail and delivery charges.
- Charges for reproduction and printing of documents and plans at actual costs, exclusive of any labor costs incurred in connection.
- Office supplies and equipment directly chargeable and consumed.
- Rentals for equipment specifically hired or used in connection with the performance of Scope of Services with your approval.
- Any other costs and expenses deemed necessary in connection with performance of Scope of Services with your approval.

QUALIFICATION OF FEE

Our base fee does not include any of the following:

- Permits Fees of any kind
- Preparation of Public Filings or Permits

GENERAL TERMS

Additional Work

If **Village of Scarsdale** requests additional services beyond that specified in this document, then those services will be negotiated and a lump sum fee will be agreed upon plus customary reimbursable expenses, or as per our standard hourly rates.

Billing

DESMAN will bill the **Village of Scarsdale** monthly on the basis of the reasonable percentage of completion of the work.

ADDITIONAL TERMS

1. This proposal will be valid for 60 days. After that time, **DESMAN** reserves the right to review and, if necessary, revise fees and time schedules as appropriate.
2. **DESMAN** will be paid for actual services performed under this contract in the event of cancellation.
3. Invoices are payable within 30 days after presentation. Unpaid balances more than 45 days will be presumed to have interest calculated at the prevailing prime rate.

AUTHORIZATION TO PROCEED

We trust that our proposal is complete, in compliance with your request and worthy of your review and further consideration. Should you have any questions about our proposal or require any clarifications, please don't hesitate to call us at (212) 686-5360. If this proposal is in order and meets with your approval, please return one executed copy with your signature and approval for our files in order that we may commence with the work. We will not commence work without your written acceptance. Your continued consideration is most sincerely appreciated and we look forward to the opportunity of putting our staff at your disposal.

Sincerely,

DESMAN, Inc.

Jack Caliendo

Jack Caliendo
Associate Vice President

***Accepted:
Village of Scarsdale***

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____