

New York, October 31, 2023

Hudson Highlands Fjord Trail
c/o Chelsea Anderson
About the Work
Via email: canderson@atworkllc.com

Subject: Proposal for Independent 3rd Party Consultation for the Hudson Highlands Fjord Trail (HHFT) Environmental Impact Study

Ladies and Gentlemen:

Thank you for reaching out to BFJ for this challenging and interesting assignment. We are very pleased to submit this proposal to you to assist the municipalities and the HHFT Visitation Data Committee in their review of the visitation impacts and related mitigation measures of the proposed HHFT. The challenge lies in the difficulty of predicting trail usage in general and in this case to predict the incremental usage of the trail associated with the proposed action. We are eager to review the projections that have been undertaken to date and to figure out methodologies to adjust and/or strengthen these forecasts. We also believe that the review of mitigation strategies will be an important deliverable of this assignment.

We welcome and embrace the role of acting as independent 3rd party consultant to the municipalities. We believe that we can provide very professional and objective advice, even if we cannot project detailed visitation numbers. We do not see any conflicts of interest in this consultant role.

On the next page is a matrix that lists the tasks in your RFP and lists BFJ staff hours next to each task and sub task. As you can see, I assume that I will be the main consultant on the BFJ team, mostly because I think this assignment calls for extensive transportation planning experience. However, I will bring in as much as possible other BFJ staff to assist in the work and maintain a cost-effective product. We believe that even though About the Work has prepared a detailed and logical work program and schedule, we should remain flexible in terms of the actual work progress and meetings. We show that Mark Freker, an Associate with BFJ can assist us, but at this stage we have not assigned any hours to him.

Since the three focus areas of our consultant work are very inter-related, we can see opportunities to possibly reduce the number of meetings and address the areas of concern in fewer meetings. To maintain maximum flexibility we propose to undertake this work on a time-and-expense basis with the \$22,380 budget set as a not-to-exceed limit for the given scope of work. We would invoice you monthly for the hours and expenses incurred each month.

CHARLOTTE
CHICAGO
NEW YORK CITY
PITTSBURGH
STAMFORD

PAUL BUCKHURST ARIBA, AICP
FRANK S. FISH FAICP
GEORGES JACQUEMART PE, AICP

BUCKHURST FISH
& JACQUEMART, INC.
115 FIFTH AVENUE
NEW YORK, NY 10003
T. 212.353.7474
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Consultation Budget for Hudson Highlands Fjord Trail

Tasks	G. Jacquemart \$280		M. Freker \$170		Planner \$130		Total BFJ	
	hours	\$	hours	\$	hours	\$	hours	\$
1 Master Plan & Preliminary DGEIS Review	6	\$1,680		\$0	2	\$260	8	\$1,940
2 Site Visit	8	\$2,240		\$0	8	\$1,040	16	\$3,280
3 Technical Review								
Detailed review of relevant chapters	4	\$1,120		\$0	4	\$520	8	\$1,640
In person kick-off meetg w community reps	6	\$1,680		\$0		\$0	6	\$1,680
Virtual call with planning team	2	\$560		\$0		\$0	2	\$560
4 in-person meetings w municipal reps	20	\$5,600		\$0		\$0	20	\$5,600
4 in-person meetings w planning committee	20	\$5,600		\$0		\$0	20	\$5,600
4 Documentation	2	\$560		\$0	4	\$520	6	\$1,080
Totals	68	\$ 19,040	0	\$ -	18	\$2,340	86	\$ 21,380

Estimated Expenses (mileage, train fare, reproduction) \$ 1,000

Total Budget: \$ 22,380

In regards to the General Information requested in your RFP, this letter provides you with the key information (name and address of firm, contact person, phone, fax and email). Our website is www.bfjplanning.com and our tax Id is 13-3062294. We are not a WBE/MBE. BFJ has the following insurance coverages:

- General Liability: \$2,000,000 aggregate
- Umbrella: \$10,000,000 each occurrence and aggregate
- Professional Liability: \$5,000,000 aggregate and per claim

We attach a short firm profile and the one-page resumes of Mark Freker and myself.

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The Parties agree and acknowledge that the additional terms and conditions set forth in Exhibit A (the "Terms") shall be expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include such Terms. In the event of any inconsistency between this Agreement (without reference to the Terms) and the Terms, the provisions of the Terms shall govern.

If this agreement is acceptable, you may sign below and return a signed copy to us. This will then form our contractual agreement. Please call me (212-353 7477) or email me at g.jacquemart@bfjplanning.com, if you have any questions. We look forward to working on this challenging assignment.

Sincerely,

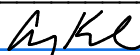


Georges Jacquemart, P.E.,PP, AICP
Principal

Accepted by Amy Kacala

Company HHFT

Address _____

Signature 
Amy Kacala (Nov 7, 2023 15:34 EST)

Date Nov 7, 2023

Additional Terms and Conditions

For purposes of this exhibit, the “Owner” means Hudson Highlands Fjord Trail, Inc., the “Consultant” means BFJ Planning, and the “Agreement” means the agreement under which the Consultant will provide certain services to the Owner with respect to the Hudson Highlands Fjord Trail Project (the “Project”).

1. Terms of Engagement

- 1.1. This Agreement is non-exclusive and does not in any way restrict Owner’s Representative (as defined in Section 7.1) or Owner from engaging in business with other professionals who provide similar or like-kind services or work product outside of this Agreement.
- 1.2. The Consultant shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by professionals providing the same or similar services and practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- 1.3. Georges Jacquemart shall be Consultant’s supervisory person assigned to oversee and manage the services required by this Agreement (“Consultant’s Representative”). Consultant’s Representative, along with other Consultant employees, shall devote such time to the Project as shall be necessary and proper to complete the work called for hereunder in a diligent manner and to meet Owner’s requirements and satisfaction. Consultant’s Representative shall not be removed from this assignment without Owner’s consent.
- 1.4. Consultant shall cooperate fully with Owner and all other consultants, professionals and contractors Owner may retain in connection with the Project.
- 1.5. The schedule for the performance of the Consultant’s services is set forth in Exhibit A hereto. The Consultant shall not exceed the time limits established by the schedule. If necessary and with the Owner’s prior approval, the Consultant may adjust the schedule as the Project proceeds until the completion of contracted services.
- 1.6. The Consultant may provide other services not within the scope of the Agreement (“Additional Services”) after execution of this Agreement without invalidating the Agreement. Upon recognizing the need, or upon the Owner’s request, for the Consultant to perform Additional Services for which it is professionally qualified, the Consultant shall notify the Owner, describing the nature, extent and compensation to be paid the Consultant for such Additional Services. The Consultant shall not provide the Additional Services until the Consultant receives the Owner’s written authorization. Except for services required due to the fault of the Consultant, which shall be performed by the Consultant at no cost to the Owner, any Additional Services provided in accordance with this Agreement shall entitle Consultant to additional compensation and an appropriate adjustment to the schedule for performance, each as agreed with the Owner.
- 1.7. Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which

shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

- 1.8. Subject to the Owner's prior consent, not to be unreasonably withheld, the Consultant shall have the right to include photographic or artistic representations of the design of the Project among the Consultant's promotional and professional materials. However, the Consultant's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Consultant in the Owner's promotional materials for the Project. This paragraph shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause.
- 1.9. It is expressly understood and agreed by the parties that all documents, materials and work created or developed by Consultant in the course of performing the services under this Agreement, including but not limited to, data, designs, codes, working papers, reports, research, studies analyses, websites, logos, and other deliverables (collectively, the "Work") shall be owned by the Owner, and the Owner shall have all rights, title, and interest therein, including the right to intellectual property protection for such Work or any portion thereof, whether patent, copyright, trademark, or trade secret protection. Consultant hereby assigns to the Owner all right, title, and interest in and to such Work throughout the world in all mediums for all purposes and will execute such further documents and take any reasonable actions as may be necessary to assign the Work to the Owner. Consultant shall cause any of its consultants that are authors of any Work or any part thereof to assign all such consultant's rights to and ownership of such Work to the Owner.

2. Termination & Suspension

- 2.1. This Agreement may be terminated by Owner's Representative at any time upon thirty (30) days' prior written notice for any or no reason. Within thirty (30) days after such termination, Owner shall pay Consultant for all services provided prior to the date of termination and once payment is received, Consultant shall deliver or cause to be delivered to Owner and Owner's Representative all Work prepared up to the date of termination. In addition to digital files, this includes any specialized printing, models, or products commissioned for the Client in the performance of the project scope.
- 2.2. If Client determines, in its sole discretion for any reason or for no reason, to suspend the Project, Client shall so notify Consultant in writing. Unless and until Client then notifies Consultant that the Project will resume, Consultant shall have no obligations to provide services under this Agreement and Client will have no obligation to pay any fees to Consultant. Upon Client giving notice to Consultant that the Project is re-commencing, each Party shall resume its obligations and activities under this Agreement effective as of the thirtieth (30th) day after such notice and the term of this Agreement will be deemed automatically extended for the amount of time equal to the period that the Project was suspended.

3. Notices

- 3.1. Any notice, approval, consent, acceptance, request, bill, demand or statement hereunder from a party to any other party shall be in writing and shall be deemed given: (a) three (3) days after being deposited with USPS in a postage prepaid envelope, certified or registered mail, return receipt requested, (b) one (1) day after delivery to a national overnight courier or delivery service, or (c) upon

delivery by hand to the other party with an appropriate receipt obtained (if delivery is not refused), addressed as follows:

If to Owner:

Hudson Highlands Fjord Trail, Inc.
85 Civic Center Plaza, Suite 300
Poughkeepsie, NY 12601
Attn: Amy Kacala

Scenic Hudson, Inc.
85 Civic Center Plaza, Suite 300
Poughkeepsie, NY 12601
Attn: Amy Kacala

With a copy to: Owner's Representative

About the Work, LLC
40 Exchange Place, Suite 1405
New York, NY 10005
Attn: Faye Premer

If to Consultant:
BFJ Planning
115 Fifth Avenue
New York, NY 10003
Attn: Georges Jacquemart

Either party may at any time change such address or add additional parties to receive a notice by giving notice in the manner provided herein.

4. Dispute Resolution

- 4.1. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
- 4.2. This Agreement shall be governed by the law of the State of New York excluding that jurisdiction's choice of law rules.
- 4.3. 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 Owner or Consultant.

5. Miscellaneous

- 5.1. This Agreement constitutes the entire agreement and understanding between the Parties regarding the subject matter hereof, and merges all prior discussions, proposals and agreements between the Parties relating thereto. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties unless made in writing and signed by the Consultant and either the Owner or the Owner's Representative.
- 5.2. This Agreement shall not give rise to any association, joint venture, agency relationship or partnership between the Parties. Consultant shall at all times be an independent contractor. No provision hereof shall be construed to constitute Consultant or any of its officers or employees as an employee or employees of the Owner, nor shall any provision of this Agreement be construed as creating a partnership or joint venture between Consultant and the Owner. Consultant shall have no right or authority, express or implied, to commit or otherwise obligate the Owner in any manner whatsoever, except as expressly provided herein, and Consultant agrees that it shall not hold itself out as having authority to act on behalf of the Owner in any manner.
- 5.3. The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Consultant by the Owner prior to the assignment.

6. Payment

- 6.1. Payment to Consultant due under this proposal shall be due forty-five (45) days after the Owner's receipt of invoice. Any payments received by Consultant more than forty-five (45) days after Owner's receipt of invoice shall be deemed late. Unless otherwise requested by Owner, invoices will be sent to Owner Representative via email to About the Work (admin@atworkllc.com, canderson@atworkllc.com and XXXX@atworkllc.com) with Amy Kacala cc'd (akacala@hhft.org)
 - i) If Owner fails to pay Consultant any amounts due and payable pursuant to this Agreement (other than amounts being disputed in good faith) within forty-five (45) days after the date when due: (a) Owner shall, on demand by Consultant, reimburse Consultant for all reasonable attorneys' fees, costs and other expenses incurred by Consultant in connection with the collection of any unpaid amounts; and (b) Consultant shall have the right, in addition to any other rights Consultant may have, to cease performance under this Agreement until all such amounts have been paid in full.
 - ii) Any amount payable to Consultant under this Agreement (other than amounts being disputed in good faith) that is not paid within ninety (90) days of the due date thereof, shall accrue interest at the lower of the rate of 1½% per month or the maximum rate permitted by applicable law.
- 6.2. Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Consultant and the Consultant's consultants directly related to the Project. All Reimbursable Expenses that exceed \$250 are to be approved by the owner in advance of each incurrence. Allowable Reimbursable Expenses are as follows:
 - i) Transportation and authorized out-of-town travel and subsistence;
 - ii) Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
 - iii) Permitting and other fees required by authorities having jurisdiction over the Project;

- iv) Printing, reproductions, plots, and standard form documents for the Owner;
- v) Postage, handling, and delivery;
- vi) Meals for meetings with the Owner's prior approval; and
- vii) Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project and not called for in the Basic Services.

7. Role of the Owner's Representative

- 7.1. The Owner and Consultant acknowledge that About the Work ("Owner's Representative") with an address at 40 Exchange Place, Suite 1405, New York, New York 10005, has been appointed as the contractual representative of Owner hereunder. The Owner's Representative is an independent contractor who has been appointed to perform the matters provided for in this Agreement. Consultant shall be entitled to rely on instructions and directions from the Owner's Representative as though such instructions and directions were issued directly from the Owner unless and until Consultant receives notice from the Owner that the engagement of the Owner's Representative has been terminated.

8. Indemnification

- 8.1. To the fullest extent permitted by law, the Consultant hereby waives any right of contribution and, with respect to the Indemnified Parties (as defined below), any limitation of liability under Workers Compensation laws, and shall indemnify and hold harmless the Owner, the Owner's consultants and contractors, and any of their directors, officers, agents, employees and consultants (collectively, the "Indemnified Parties") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees and economic or consequential damages (collectively, "Claims"), arising out of, resulting from or in connection with the performance of the services and deliverables hereunder, provided that such Claim is caused, in whole or in part, by any negligent act or omissions of the Consultant or anyone directly or indirectly employed or engaged by the Consultant, or anyone for whose acts the Consultant may be liable, regardless of whether or not such Claim is caused in part by an Indemnified Party. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 8.1.

9. Hudson Highlands Fjord Trail Insurance Requirements

Consultant shall obtain and keep in full force and effect throughout the term of this Agreement, the following insurance policies with the minimum coverage limits set forth below, at its sole cost and expense. Such insurance shall be primary and non-contributory with any other insurance available to the Owner and the Owner's Representative.

9.1. Workers' Compensation:

- i) Workers' Compensation - Statutory Limit
- ii) Employer Liability Limits:

- (a) \$1,000,000 Bodily Injury each Accident
- (b) \$1,000,000 Bodily Injury by Disease – Policy Limit
- (c) \$1,000,000 Bodily Injury by Disease – Each Employee

9.2. Disability Insurance

With limits in accordance with applicable law.

9.3. Commercial General Liability:

- i) Limits of Liability
 - (a) \$1,000,000 Each Occurrence
 - (b) \$2,000,000 General Aggregate
 - (c) \$1,000,000 Products/Completed Operations

Coverage shall include but not be limited to the following:

- i) Contractual Liability, pursuant to standard ISO policy form CG 00 01 language to cover liability assumed under the agreement;
- ii) Product and Completed Operations Liability insurance
- iii) Broad Form Property Damage Liability Insurance
- iv) Explosion, collapse and underground hazards if such exposure exists;
- v) Independent Contractors;
- vi) Such policy shall include all coverages which may be included in coverages A, B and C contained in the Commercial General Liability Policy, without deletion. Such policy must be issued upon an “occurrence” basis, as distinguished from a “claims made” basis.
- vii) Products and Completed Operations to be maintained for two (2) years after final payment.
- viii) Hudson Highlands Fjord Trail and About the Work, LLC must be included as Additional Insureds via endorsement on a form at least as broad as ISO Form CG2010 11/85 or its equivalent as to both ongoing and completed operations on a form that does not include any exclusions that limit the scope of coverage beyond that provided to the named insured.

9.4. Automobile Liability:

- i) Limits of Liability
 - (a) \$1,000,000 Bodily Injury/Property Damage Combined Single Limit
 - (b) Commercial Automobile Liability Insurance to cover all vehicles including owned, non-owned and hired.

9.5. Excess/Umbrella Liability:

- i) Limits of Liability
 - (a) Not less than \$2,000,000 Each Occurrence/ Aggregate

Coverage should be at least as broad as coverage required for Employer's Liability, General Liability, and Auto Liability.

9.6. Professional Liability:

i) Limits of Liability

(a) Minimum Limits of Liability \$1,000,000 Claim / Aggregate

Consultant shall obtain professional liability insurance covering claims arising out of the performance of professional services under this Agreement and caused by errors, omissions or negligent acts for which Consultant is liable. Consultant shall maintain this insurance in force, if available, after the completion of professional services under this Agreement until expiration of the applicable statutes of limitations. In the event there is no such statute specifically applicable to design and construction of improvements to real property, this insurance, if available, shall be maintained in force by Consultant for 3 years after the date of substantial completion of the Project.

The Commercial General Liability insurance and any other insurance provided for in this Section 10 may be maintained by means of a policy or policies of blanket insurance covering additional items or locations or insureds, provided, however, that (a) the coverage afforded Hudson Highlands Fjord Trail, Inc. and About the Work, LLC will not be reduced or diminished by reason of the use of such blanket policy(ies) of insurance; and (b) the requirements set forth in this Section of the Agreement are otherwise satisfied.

Upon Owner's request, Consultant shall promptly deliver to Owner certificates of insurance and copies of insurance policies showing that all insurance required hereunder and providing coverage and limits required hereunder are in full force and effect.

10. Insured Parties:

Certificate Holder:

Hudson Highlands Fjord Trail, Inc.
85 Civic Center Plaza, Suite 300
Poughkeepsie, NY 12601

Additional Insureds:

Hudson Highlands Fjord Trail, Inc.
85 Civic Center Plaza, Suite 300
Poughkeepsie, NY 12601

Scenic Hudson, Inc.
85 Civic Center Plaza, Suite 300
Poughkeepsie, NY 12601

About the Work, LLC

40 Exchange Place, Suite 1405
New York, NY 10005