



architects + engineers

2 Executive Boulevard, Ste 401
Suffern, NY 10901 | tel 845.357.7238

February 5, 2026

Kathleen Gill
Village
Manager

Village of Mamaroneck
123 Mamaroneck Ave.
Mamaroneck, NY 10543

Re: Proposal for Professional
Services Land Use Letter Proposal
LP260178

Dear Ms. Gill:

H2M is pleased to present this proposal to provide professional services to assist the village on an as needed basis for consultation with the planning department and village's land use boards (i.e. Planning Board, Harbor and Coastal Zone Management Commission and Zoning Board of Appeals). Services would include reviewing applicants' plans and documents, consultation with village staff, preparation of memoranda summarizing reviewed materials and comments for each applicant's submission. Scope of review would include stormwater management, erosion and sediment control code, stormwater pollution prevention plans (SWPPP) and site plans. When directed, H2M will review land use applications for the planning board and Harbor and Coastal Zone Management Commission (HCZM). Reviews of land use applications will be provided to the village by technical memos. It is understood that attendance at virtual meetings may be required as well as onsite inspections. In person attendance at the respective board meeting is not anticipated as memoranda will be provided to the village in advance of the meeting.

Duties such as local Floodplain Administrator, Community Rating System (CRS) coordinator and Stormwater Management Officer (SMO) defined in the village code as well as working in cooperation with the building inspector, village engineer and village consultants to review and process permit applications, provide direct approval on the village's behalf (as authorized by the village manager) or produce memorandum indicating review comments and recommendations.

H2M also acknowledges the duty to provide consultation to the village public works general foreman on matters related to Municipal Separate Storm Sewer Systems (MS4) and participate in field inspections when requested.



H2M will also provide consultation to the village staff on flood mitigation, floodplain management, National Flood Insurance Program(NFIP) and CRS when requested.

Upon request, H2M will advise the village manager, village attorney, building inspector and village staff regarding stormwater management, erosion and sediment control regulations and best practices. H2M will also assist the village in preparation and/or review of SEQRA documents as they relate to flooding and stormwater when requested.

Additional staff can be added if needed and will be in accordance with the rate schedule, which is updated annually on January 1 which has been attached. Please note that H2M will obtain authorization for any new or additional staff from the village prior to assignment.

<u>Name/Title</u>	<u>Proposed Role</u>	<u>Hourly Rate</u>
James Moran, PE./vice president (office director)	Plan review memo signature/SMO/MS4	\$316.00
Kevin Paul, RA, CFM(dep discipline director)	Floodplain permit review	\$306.00
Natalie Brauer, PE(Sr Proj Eng 1)	Additional plan reviewer/backup MS4	\$219.00
Sean Peters, PE(Proj. Eng 2)	Additional MS4	\$190.00
Kayla Goldman, Staff Eng 2	Plan review completeness reviews/CRS	\$150.00

Typical work could include virtual/in person meetings or conference calls, login of all correspondence, field visits, tracking of status of transmittals/responses and review recommendations or comments.

H2M proposes to have Kayla Goldman perform initial reviews, research village documents and possibly draft initial memorandums, James Moran to review, edit and act as the signature of record on all memorandums. Kevin Paul would only review flood plain permits Natalie and Sean would only be assigned to the village(after authorization) if relief or additional engineers are needed.

All billing will be made on an hourly rate basis based on the effort for each assignment or requested assistance. Invoicing will be made monthly. The offer to perform the proposed services shall remain open for ninety (90) days from the date of this proposal. These services can be renewed annually upon mutual consent. If project specific design or construction management services are required, H2M would provide a separate proposal when requested.

If you have any questions regarding this letter, please contact me at (845) 357-7238 ext 2070.

Thank you for the opportunity to assist the village.



Very truly yours,

A handwritten signature in black ink, appearing to read 'James J. Moran'.

H2M architects + engineers

James J. Moran, P.E.
Vice President/Office Director
Deputy Municipal Market Director

**RESOLUTION AUTHORIZING
THE VILLAGE OF MAMARONECK TO ENTER INTO AN AGREEMENT WITH H2M
ARCHITECTS AND ENGINEERS FOR PLANNING AND LAND USE BOARD CONSULTING
SERVICES**

WHEREAS, the Village of Mamaroneck desires to enter into an agreement with H2M Architects and Engineers, inclusive of consulting services, to assist the Village on an as needed basis for consultation with the Planning Department and the Village's land use boards, at the hourly rate amounts set forth in their proposal letter, dated February 5, 2026, received by the Village; and

NOW, THEREFORE, be it

RESOLVED, by the Board of Trustees of the Village of Mamaroneck, New York that the Village Manager, on behalf of the Village of Mamaroneck, be and is hereby authorized to enter into an agreement with H2M Architects and Engineers, inclusive of consulting services, to assist the Village on an as needed basis for consultation with the Planning Department and the Village's land use boards, at the hourly rate amounts set forth in their proposal letter, dated February 5, 2026, received by the Village.



CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is made and entered into as of the date of the last signature below ("Effective Date"), by and between the **VILLAGE OF MAMARONECK**, a municipal corporation of the State of New York, having offices at 123 Mamaroneck Avenue, Mamaroneck, New York 10543 ("Village"), and **H2M ARCHITECTS & ENGINEERS, 2 Executive Boulevard, Suite 401, Suffern, NY 10901** the ("Consultant") (collectively referred to herein as the "Parties").

WITNESSETH:

WHEREAS the Village wishes to extend an agreement with the Consultant for professional services to assist the Village on an as-needed basis for consultation with the Planning Department and Village's Land Use Boards.

NOW, THEREFORE, in consideration of the following mutual covenants and conditions, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Services.

a. Scope of Work.

Services include, but are not limited to, as needed by the Village, reviewing applicants' plans and documents, consultation with Village staff, preparation of memoranda summarizing reviewed materials and comments for each applicant's submission. Scope of review would include stormwater management, erosion and sediment control code, stormwater pollution prevention plans (SWPPP) and site plans. When directed, H2M will review land use applications for the Planning Board and Harbor and Coastal Zone Management Commission (HCZM). Reviews of land use applications will be provided to the Village by technical memos. It is understood that attendance at virtual meetings may be required as well as onsite inspections. In person attendance at the respective board meeting is not anticipated as memoranda will be provided to the village in advance of the meeting. Duties such as local Floodplain Administrator, Community Rating System (CRS) coordinator and Stormwater Management Officer (SMO) defined in the village code as well as working in cooperation with the Building Inspector, Village engineer and Village consultants to review and process permit applications, provide direct approval on the village's behalf (as authorized by the Village Manager) or produce memorandum indicating review comments and recommendations may also be included. H2M also acknowledges the duty to provide consultation to the Village Public Works General Foreman on matters related to Municipal Separate Storm Sewer Systems (MS4) and participate in field inspections when requested.

2. Term.

The term of this Agreement shall be for one (1) year with an Effective Date of February 19, 2026, unless terminated earlier as provided in this Agreement. This Agreement may be extended for additional years upon mutual consent of the Parties in writing.

3. Termination.

a. Village Termination.

The Village may terminate this Agreement immediately if the Consultant commits a breach of any of the material obligations hereunder or if the Consultant fails to satisfactorily perform the services as detailed in the proposal attached to this Agreement, or for any reason or no reason, without penalty, with a written notice of ten (10) business days.

b. Consultant Termination.

The Consultant may terminate this Agreement for any reason or no reason, without penalty, upon three (3) months advance written notice to the Village. If the Consultant defaults in the performance of any material obligation under this Agreement, the Village shall provide written notice and the Consultant shall have ten (10) days to cure such default, unless the default cannot reasonably be cured in such period. The Village may pursue any remedy available at law or in equity if the Consultant fails to cure.

4. Compliance With All Laws.

The Consultant will perform the Services using that degree of skill and care ordinarily exercised under similar conditions by reputable members of the profession practicing in the same or similar locality at the time of performance, and in accordance with all applicable local, state, and federal laws applicable to those services, including the Village of Mamaroneck Ethics Code. In particular, the Consultant represents that it is familiar with the prohibition against the acceptance of any gift by a Village officer or Designated Person set forth in Section 21-4(D) of the Code of the Village of Mamaroneck. The Consultant agrees not to offer any Village officer or Designated Person any gift prohibited by said Code Section. Making a prohibited offer or gift is a material breach of this Agreement by the Consultant and, in addition to any other remedies the Village may have in law or equity, is cause, in itself, for the Village to terminate this Agreement. The Consultant must secure and maintain, at its own cost, any applicable approvals, permits, and licenses necessary to perform the services required by the Scope of Services under this Agreement.

5. Compensation and Invoicing

a. For the satisfactory performance of services under this Agreement, the Village shall pay the Consultant their proposed rates, as set forth in Exhibit A herein.

b. Invoices shall be submitted by the Consultant to the Village on a monthly basis.

c. No payment for changed or additional services shall be made unless the changed or additional services have first been approved in writing by the Village Manager.

6. Independent Contractor/No Agent

a. The relationship of the Consultant to the Village is and shall be at all times during this Agreement that of an independent contractor. As such, Consultant shall not be entitled to any rights or benefits applicable to the Village employees including, without limitation, vacation, sick, or administrative days; medical or dental benefits; life insurance or benefits; or pension benefits. The Consultant understands and agrees that because it is an independent contractor, the Village will not make any deductions from payment hereunder on account of federal or state income tax, social security, disability or unemployment insurance, or the like. The Consultant is solely responsible for payment of all governmental obligations arising in connection with this Agreement.

b. None of the Parties to this Agreement, nor any of their respective employees or independent contractors, are authorized or empowered to act as agent for any other party for any purpose and shall not on behalf of any other enter into any contract, warranty, or representation as to any matter, except as specifically allowed herein and limited to the narrowest construction thereof. No party shall be bound by the acts or conduct of another party. The Consultant covenants that it will not at any time represent itself, either directly or by implication, as an agent of the Village or as having authority to bind the Village.

7. No Interest.

The Consultant represents that it has no interest and will not acquire any interest, direct or indirect, that would conflict with the performance of the services to be rendered under this Agreement. The Consultant agrees to immediately inform the Village if any actual or potential conflict of interest arises during the term of this Agreement.

8. No Assignment.

The Consultant shall not transfer or assign any of its rights, interests or obligations under this Agreement or subcontract any of the services to be performed by it under this Agreement, without written approval from the Village. Any subcontractor engaged by the Consultant shall be subject to the same insurance and indemnification requirements as the Consultant.

9. Insurance.

The Consultant, at its own cost and expense, shall secure and maintain at all times during this Agreement the following minimum limits of insurance:

Workers' Compensation/
Employers' Liability
New York Disability
Automobile Liability

Statutory Limits
Statutory Limits
\$1,000,000 combined single limit for
bodily injury and property damage,
including coverage for owned, non-
owned and hired autos (to be stated on
certificate)

Commercial General
in Liability

\$1,000,000 each occurrence and \$2,000,000
the aggregate for bodily injury,
personal and advertising injury, and
property damage, including
contractual liability (to be stated on
certificate)

Professional Liability

\$1,000,000 per occurrence and in the
aggregate

General Liability, Automobile Liability, and Excess/Umbrella Liability policies shall name the Village of Mamaroneck as an additional insured on a primary and noncontributory basis. Prior to the commencement of any services hereunder, the Consultant shall provide certificates of insurance and endorsements to the satisfaction of the Village. All insurance shall be provided with a minimum of thirty (30) days' written notice to the Village of cancellation, reduction of coverage or non-renewal of any such policy. All insurance policies must be open to inspection by the Village and copies of policies must be submitted to the Village's authorized representative upon written request.

Specific policy amounts required hereunder may be satisfied by reference to Consultant's excess or umbrella policies

11. Indemnification/ Hold Harmless.

To the fullest extent permitted by law, the Consultant shall defend, indemnify, and hold harmless the Village and each of their officers, officials, employees, and agents, from and against any and all claims, demands, suits, liability, damages, settlements, judgments, liens, fees, costs, and expenses of whatever kind (including reasonable attorneys' fees and disbursements) allegedly arising out of, resulting from or caused by the Consultant's acts, errors, omissions or willful misconduct in the performance of this Agreement or failure to comply with any of the provisions of this Agreement or the law.

Such costs and expenses shall include all those incurred in defending any underlying claim and those incurred in connection with the enforcement of this provision by way of cross-claim, third-party claim, declaratory action or otherwise. This provision shall survive the expiration or termination of this Agreement. In no event shall either Party to this Agreement be liable for any lost profits or revenue; loss of use or opportunity; loss of good will; costs of substitute facilities; cost of capital; or for any special, consequential, indirect, or punitive damages.

12. Non-Discrimination.

The Consultant shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin in connection with or related to the performance of this Agreement.

13. No Damages.

The Consultant agrees to make no claim for damages for delay in the performance of this Agreement occasioned by any act or omission to act of the Village or any of their officials,

employees, agents or contractors, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the services.

14. No Waiver.

The failure of either party to enforce any of their rights hereunder or at law shall not be deemed a waiver or a continuing waiver of any rights or remedies against the other party, unless such a waiver is in writing.

15. Confidentiality.

The Consultant shall not, during or after the term of this Agreement, disclose any confidential or proprietary information of the Village to any third party, except as required by law or with the Village's express written consent.

16. Force Majeure.

Neither Party shall be liable for failure to perform its obligations under this Agreement if such failure is due to events beyond its reasonable control, including but not limited to natural disasters, acts of war, or government action.

17. Records and Audit.

The Consultant shall maintain complete and accurate records of all services performed and related costs for a period of six (6) years from completion. The Village shall have the right to inspect and audit such records upon reasonable notice.

18. Notice.

Any notice required to be given under this Agreement shall be in writing and delivered by hand, certified mail, or recognized overnight courier to the addresses listed in the preamble of this Agreement, or to such other address as may be specified in writing.

19. Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of New York without regard to conflict of law principles. All claims, actions, proceedings, and lawsuits brought in connection with, arising out of, related to or seeking enforcement of this Agreement shall be brought in the State of New York, County of Westchester.

20. Severability.

If any provision, or part thereof, of this Agreement is judicially declared invalid, void or unenforceable, each and every other provision, or part thereof, nevertheless shall continue in full force and effect, and the unenforceable provision shall be changed or interpreted so as best to accomplish the objectives and the intent of such provision within the limits of applicable law.

21. Recitals.

The above recitals are incorporated by reference into this Agreement to the same extent and

with the same force and effect as if fully set forth herein.

22. Entire Agreement.

This Agreement constitutes the entire agreement of the parties as to the subject hereof and may not be modified or changed except in a writing signed by both the Village and the Consultant.

23. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement. For purposes of this Agreement, a facsimile or electronic copy of a party's signature shall be deemed an original and sufficient to bind such party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Village Manager, Kathleen Gill

Dated:



Authorized Signatory for Consultant
James J. Moran, P.E.
Vice President

2/19/26
Dated: