



VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES AGENDA

MEETING DATE: JUNE 14, 2022

AGENDA ITEM SECTION: DISCUSSION AND RESOLUTION ITEMS

AGENDA ITEM NO. : 5

DEPARTMENT: VILLAGE ADMINISTRATOR

AGENDA ITEM:

RESOLUTION: AUTHORIZING A TRAFFIC & PEDESTRIAN STUDY OF ROUTE 9

ITEM BACKUP DOCUMENTATION:

1. DRAFT RESOLUTION
2. MEMORANDUM DATED JUNE 7, 2022 FROM MS. MELISSA FERRARO/VILLAGE ADMINISTRATOR TO MAYOR ROSSILLO AND THE BOARD OF TRUSTEES
3. PROPOSAL FOR TRAFFIC ENGINEERING SERVICES
4. TERMS AND CONDITIONS TO AGREEMENT
5. CONSULTING FEES

**RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO AUTHORIZE
A PROPOSAL FOR TRAFFIC ENGINEERING SERVICES FOR ROUTE 9 (SOTUH
BROADWAY) TRAFFIC & PEDESTRIAN ASSESSMENT WITH SAM SCHWARTZ**

WHEREAS, New York State (NYS) Route 9 continues through the Village of Dobbs Ferry; and

WHEREAS, in the proximity of Dobbs Ferry Middle and High Schools, NYS Route 9 experiences high volumes of traffic congestion which negatively affects pedestrian safety; and

WHEREAS, the Village is aware that the New York State Department of Transportation (NYSDOT) anticipates the commencement of a paving project in this area of NYS Route 9 in the near future; and

WHEREAS, in order to address the issues with traffic congestion and pedestrian safety, the Village is requesting the NYSDOT to consider painting certain markings along this area of NYS Route 9 to help alleviate traffic and make the area safer for pedestrians; and

WHEREAS, in order to consider changing the current road markings with paint on the newly paved roadway that may address the Village's traffic and safety concerns, the NYSDOT requires a traffic engineer to conduct an assessment of the area and present a plan for the new markings; and

WHEREAS, this proposed plan must be submitted to NYSDOT before September 20, 2022; and

WHEREAS, Sam Schwartz Engineering and Transportation Planning Services is available to conduct this required traffic and pedestrian assessment in this area of roadway and will provide a report with appropriate graphics and the analysis for new roadway markings for the NYSDOT to consider before the September 20, 2022 deadline; and

WHEREAS, the cost for these services will not exceed \$8,500.00 and will include filed observations, traffic data collection, and traffic and pedestrian assessment, and final report and up to 4 meetings with the Village as necessary; and

WHEREAS, the Village has funding for this assessment in the Treasurer's Consulting Budget Line #1325.457.

NOW, THEREFORE, BE IT

RESOLVED, that the Village of Dobbs Ferry Board of Trustees hereby authorizes the Village Administrator to authorize a proposal with Sam Schwartz Engineering and Transportation Planning services to provide a traffic and pedestrian assessment of Route 9 in the vicinity of the Dobbs Ferry Middle and High School grounds within the Village of Dobbs Ferry at a cost not to exceed \$8,500.00; and be it further

RESOLVED, that the proposal, as attached, shall be subject to the review and approval of the Village Attorney and Village Administrator; and be it further

RESOLVED, that this Resolution shall take effect immediately.



**VILLAGE OF DOBBS FERRY
OFFICE OF THE VILLAGE ADMINISTRATOR**

112 Main Street
Dobbs Ferry, New York 10522

To: Mayor Rossillo & Board of Trustees

From: Melissa Ferraro, Village Administrator

Re: Route 9 Traffic & Pedestrian Assessment

Date: June 7, 2022

As you are aware, the NYSDOT is in the process of speaking with all of the communities along Route 9 regarding a concept plan to make Route 9 more uniform and pedestrian friendly. While this project has no set date yet, the NYSDOT is planning to pave Route 9 within the Village of Dobbs Ferry in the near future. As such, the Village would like to take this opportunity to ask the NYSDOT to consider painting new lines in the vicinity of the Dobbs Ferry Middle and High School grounds to help alleviate the traffic and make the area safer for pedestrians. The Village presented a plan to the NYSDOT that had bicycle lanes and a left turn lane into the school grounds, but this plan was rejected because it did not meet the minimum standards of the NYSDOT for roadways and lanes. For the NYSDOT to consider any changes in the painting along the newly paved Route 9 roadway, the Village must submit the proposed plan on or before September 20, 2022.

This plan will require a Traffic Engineer who can conduct the necessary pedestrian and traffic studies and present a plan that encompasses the NYSDOT's minimum standards. Our original planner recommended Sam Schwartz Engineering and Transportation Planning services for this work. The cost for this plan will be \$8,500 and will include Field Observations and Traffic Data Collection, a Traffic & Pedestrian Assessment and up to 4 meetings with the Village as necessary.

Although we are entering upon the summer months when school is closed, this engineer plans to factor the traffic volumes based upon the NYSDOT seasonal adjustment factors and then conduct another traffic study when school is back in session to see if there is a difference. This plan will be ready for submission to the NYSDOT before September 20, 2022.

I ask that this item be placed on the 6/14/22 Board of Trustees Workshop agenda for discussion and guidance.

Sam Schwartz
30 Montgomery Street, Suite 1340
Jersey City, NJ 07302
(973) 639-9629
samschwartz.com

**Sam
Schwartz**

May 18, 2022

PROPOSAL

VIA EMAIL

Attn: Melissa Gilbon Ferraro
Village Administrator
Village of Dobbs Ferry
112 Main Street
Email: mferraro@dobbsferry.com

RE: Proposal for Traffic Engineering Services
South Broadway (Dobbs Ferry High School) Traffic & Pedestrian Assessment

Dear Ms. Gilbon Ferraro:

Sam Schwartz Consulting, DPC ("Sam Schwartz" or "we", "us", "our") is pleased to provide this proposal for traffic engineering services to assist the Village of Dobbs Ferry ("you", "your, or the "Client") by conducting a traffic assessment of Dobbs Ferry High School's access on S. Broadway, from South Lane to Sherman Avenue.

It is our understanding that the northbound traffic turning left to access the Dobbs Ferry High School parking lot is queueing up through the intersection with Belden Avenue, thus causing excessive delays and potentially hazardous pedestrian-vehicle interactions.

To assist you in creating safe and efficient access to the Dobbs Ferry High School access driveway, we proposed the following Scope of Services:

SCOPE OF SERVICES

Task 1: Field Observations & Traffic Data Collection \$3,500 w/ traffic counts

Sam Schwartz will visit the site for purposes of observing traffic operation and recording existing roadway geometry and condition, speed limits, and intersection control.

We will establish base area traffic volumes by performing Manual Turning Movement Counts (MTMC) at the following locations.

The four (4) unsignalized intersections of S. Broadway and:

- Maple Street
- South Lane / Dobbs Ferry High School driveway (south)
- Belden Avenue / Dobbs Ferry High School driveway (north)
- Sherman Avenue

The traffic counts will be conducted during the weekday morning peak period (7:00AM - 9:00AM). These MTMC counts will include pedestrian counts in addition to vehicle counts. Automatic Traffic Recorder (ATR) counts will also be taken at the following location:

**Re: Proposal for Traffic Engineering Services
South Broadway (Dobbs Ferry High School) Traffic & Pedestrian Assessment**

- Installed 375 feet north of S. Broadway / Sherman Avenue, where vehicles move freely through the corridor.

Sam Schwartz will conduct field observations to further assess the project site as required.

Task 2: Traffic & Pedestrian Assessment **\$3,500**

Sam Schwartz will utilize the traffic data collected in Task 1 to provide an Existing Conditions analysis based on the traffic and pedestrian volumes along S. Broadway. We will provide baseline traffic and pedestrian safety improvements along S. Broadway and up to three (3) concepts including:

- 2022 Existing Conditions.
- Baseline Traffic & Pedestrian Improvements.
- Concept 1 – Provide an exclusive northbound left turn lane from S. Broadway into the High School.
- Concept 2 – Change in ingress and egress into the HS parking facility.
- Concept 3 – To be determined.

We will finalize our analysis, conclusions, and recommendations by preparing a Traffic and Pedestrian Assessment Report for your review. The report will include appropriate graphics, documenting the analysis conducted.

Task 3: Meetings **\$1,500**

For this proposal, we have budgeted for up to four (4) meetings or conference calls with project team.

ADDITIONAL SERVICES & EXCLUSIONS

This proposal does not include County, Regional, or State Level permitting procedures. This proposal does not include design services such as traffic signal design, on and off-site roadway and intersection civil design.

**Re: Proposal for Traffic Engineering Services
South Broadway (Dobbs Ferry High School) Traffic & Pedestrian Assessment**

FEE SUMMARY

We will complete the preceding Scope of Services for tasks specified on a time & material basis (billing only for actual work performed) for a **fee not to exceed \$8,500**, including any direct expenses. We will not exceed this fee except at your direction and with your prior approval. Additional effort (such as attendance at additional meetings, other reports, or other exhibits, etc.) will be considered Extra Work and will be billed at our 2021-2022 Hourly Billing Rates. Additional professional services terms and conditions are detailed on the attached pages. To commence work, we require the signed authorization to proceed. If this proposal is acceptable, kindly sign and return.

Sincerely,



Lou Luglio, P.E.
Vice President
Engineering + Transportation Planning
Cell: (201) 805-8819
LLuglio@samschwartz.com

Attached: 2021-2022 Standard Hourly Billing Rates
 Professional Services Terms and Conditions

AUTHORIZATION TO PROCEED ACCEPTED BY:

Signature

Name (please print)

Title & Company

Date

BY SIGNING THIS DOCUMENT, YOU CERTIFY THAT YOU ARE AUTHORIZED TO ENTER INTO BINDING CONTRACTS ON BEHALF OF YOUR ORGANIZATION.

TERMS AND CONDITIONS TO AGREEMENT BETWEEN SAM SCHWARTZ AND CLIENT FOR PROFESSIONAL SERVICES

1. General

These Terms and Conditions, together with the executed proposal and any attachments thereto, and written modifications made after the date the proposal is executed, constitute the Professional Services Agreement ("Agreement") between SAM SCHWARTZ ENGINEERING, DPC ("SAM SCHWARTZ") and the person or entity to whom the proposal is addressed ("Client") to perform the scope of services ("Services") set forth in the proposal for the project identified in the proposal ("Project"). The Agreement is the entire and integrated agreement of the parties for the Project and it may be modified only in writing.

2. Independent Contractor

SAM SCHWARTZ is an independent contractor and is not an employee, agent or partner of Client. Nothing in this Agreement establishes a fiduciary relationship between SAM SCHWARTZ and Client.

3. Performance of Services

SAM SCHWARTZ shall perform the Services in accordance with the skill and care ordinarily applied by design professionals performing similar services at the same time and in the same locality as the Project and under similar circumstances ("Standard of Care"). SAM SCHWARTZ will render the Services without any warranty, express or implied, regarding the quality or timeliness of the Services and Client expressly waives all such warranties.

4. Time of Performance

SAM SCHWARTZ shall perform the Services according to Client's schedule as expeditiously as is consistent with the Standard of Care. Neither party to this Agreement will be liable to the other party for delays in performance or for direct or indirect costs resulting from delays that result from labor strikes, riots, acts of war or terrorism, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

5. Compliance with Law

SAM SCHWARTZ shall exercise the Standard of Care to comply with the requirements of all applicable codes, regulations, and current written interpretations thereof published and in effect during this Agreement.

6. Responsibility at the Project Site

SAM SCHWARTZ shall not have control over or charge of, and shall not be responsible for (a) construction means, methods, techniques, sequences or procedures, (b) safety precautions and programs in connection with work or activities at the project site, (c) acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the Project site, or (d) the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by SAM SCHWARTZ in the performance of the Services.

7. Payment

SAM SCHWARTZ will submit fee invoices monthly and payment will be due within thirty (30) days of the invoice date ("Due Date"). Invoices paid more than forty-five days after the Due Date shall accrue interest at a rate of 1% per month on the outstanding balance. All payments shall be made in US dollars. In addition to the fee, SAM SCHWARTZ will bill reimbursable expenses incurred for the Project on a direct cost basis + 15% to cover administrative costs. Without providing ten (10) days' written notice setting forth good cause therefor, Client shall not withhold amounts from payments due. If Client fails to make payments within fifteen (15) days of the Due Date, SAM SCHWARTZ may suspend or terminate the Services, without liability to Client for delay, after providing seven (7) days' written notice to Client and an opportunity to make payment. Before resuming performance, SAM SCHWARTZ shall be paid all sums due prior to the suspension and any expenses unavoidably incurred in suspending and resuming the Services. Following the resumption of performance, time schedules and SAM SCHWARTZ's fee for the remaining Services shall be equitably adjusted.

8. Indemnification

To the fullest extent permitted by law, SAM SCHWARTZ and Client shall each indemnify and hold harmless (but not defend from claims) the other party, its officers, directors, and employees from any and all damages, losses, costs, and reasonable attorneys' fees recoverable under the law ("Damages") arising from third-party claims alleging personal injury or property damage, but only to the extent the Damages are caused by the negligent acts, errors, or omissions of the party (or its officers, employees and/or agents, contractors or consultants) from whom indemnity is sought. Neither party shall be indemnified for its own negligence.

9. Authorized Use of Deliverables

On condition that Client performs its obligations under this Agreement, including timely payment of amounts due, SAM SCHWARTZ grants to Client a non-exclusive license to reproduce the deliverables of SAM SCHWARTZ and its subconsultants including any reports, drawings, and specifications ("SAM SCHWARTZ Documents") solely and exclusively for use in executing the Project. Any termination of this Agreement prior to the completion of the Project shall terminate this non-exclusive license. Client's modification of any SAM SCHWARTZ Documents, or use of them on another project, without SAM SCHWARTZ's professional involvement or written consent is at Client's sole risk and, to the fullest extent permitted by law, Client shall indemnify and defend SAM SCHWARTZ from claims by any third party arising from such use or modification.

10. Termination

Either party may terminate this Agreement for the material default of the other party to perform its obligations under this Agreement through no fault of the terminating party, but only after providing seven (7) days' written notice to the defaulting party and an additional ten (10) days to cure the default. In the event of any termination, Client shall pay to SAM SCHWARTZ all amounts due for Services satisfactorily performed prior to the date of the termination.

11. Limitation of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of SAM SCHWARTZ, and SAM SCHWARTZ's officers, directors, partners, employees, agents, and subconsultants (if any such liability exists), to Client, and to anyone claiming by, through, or under Client, for any claims, losses, costs, or damages whatsoever, arising out of, resulting from, or in any way related to the Project or Agreement from any cause or causes, including but not limited to tort, negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by SAM SCHWARTZ or \$50,000 whichever is greater.

12. Existing Conditions

SAM SCHWARTZ shall be permitted to rely upon the accuracy and completeness of information that Client provides regarding the Project. Unless specifically required under this Agreement, SAM SCHWARTZ shall not perform or have performed any destructive testing or open any concealed portions

**TERMS AND CONDITIONS
TO AGREEMENT BETWEEN
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FOR PROFESSIONAL SERVICES**

of Client's building(s) or site in order to ascertain its actual, but hidden, condition, and SAM SCHWARTZ shall not be responsible for costs arising from hidden conditions later discovered. Unless a duty under this Agreement, SAM SCHWARTZ shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form and Client shall defend, indemnify, and hold harmless SAM SCHWARTZ from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising from the presence, discharge, release or escape of asbestos, hazardous waste, or other contaminants at Client's site, except to the extent caused by the negligence of SAM SCHWARTZ.

13. Waiver of Consequential Damages

The Client and SAM SCHWARTZ mutually waive consequential, indirect or special damages for claims, disputes or other matters in question arising out of or relating to the Services or the Project, whether in contract or in tort, including but not limited to loss of use, loss of profit, lost opportunity costs, diminution in value, or claims for delay, impact or disruption damages made by Client or any of its contractors or subcontractors, whether or not the possibility of such damages had been disclosed to the other party in advance or could have been reasonably foreseen by such other party. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination.

14. No Personal Liability

This Agreement does not create and shall not be deemed to create or permit any personal liability or obligation on the part of any owner, shareholder, officer, director, employee, agent or representative of either party. Each party agrees that any claim arising under or related to the Project shall be made only against the corporate legal entity of SAM SCHWARTZ or Client.

12. No Third Party Rights

Nothing in this Agreement shall be construed to give any person or entity other than Client and SAM SCHWARTZ any legal or equitable right, remedy, or claim under this Agreement.

13. Severability

If any of these Terms and Conditions are adjudicated in a court of competent jurisdiction and determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect, and remain binding upon the parties.

15. Assignment

Neither SAM SCHWARTZ nor the Client shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigning party from any duty or responsibility under this Agreement.

16. Survival

These Terms and Conditions shall survive the completion of SAM SCHWARTZ's Services on the Project and the termination of the Agreement for any cause.

17. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State in which the Project is located.

**Consulting Fees
Effective July 1, 2021**

	Hourly Rate
Management	
President	\$650
Executive Vice President	\$365
Director of Transportation Engineering	\$325
Senior Vice President	\$325
Senior Principal	\$325
Vice President	\$285
Principal	\$285
Sr. Associate	\$245
Sr. Technical Advisor	\$285
Associate	\$190
Traffic Engineering	
Sr. Transportation Engineer III	\$215
Sr. Transportation Engineer II	\$175
Sr. Transportation Engineer I	\$160
Transportation Engineer II	\$140
Transportation Engineer I	\$120
Transportation Planning	
Sr. Planner/Urban Designer II	\$175
Sr. Planner/Urban Designer I	\$150
Data Scientist	\$130
Planner/Urban Designer II	\$130
Planner/Urban Designer I	\$115
Transit & Rail	
Sr. Transit Engineer II	\$175
Sr. Transit Engineer I	\$160
Transit Engineer II	\$140
Transit Engineer I	\$120
Sr. Transit Planner II	\$175
Sr. Transit Planner I	\$150
Transit Planner II	\$130
Transit Planner I	\$115
Civil Design	
Senior Civil Engineer III	\$215
Senior Civil Engineer II	\$200
Senior Civil Engineer I	\$170
Civil Engineer II	\$140
Civil Engineer I	\$120
Sr. Civil Designer II	\$170
Sr. Civil Designer I	\$150
Civil Designer II	\$125
Civil Designer I	\$100
Community Outreach Services	
Sr. Community Outreach Liaison I	\$150
Community Outreach Liaison I	\$125
Sr. Community Outreach Liaison II	\$135
Construction Related Services	
Senior Engineer/MPT	\$185
Engineer/MPT	\$160
Senior Resident Engineer	\$220
Resident Engineer	\$170
Office Engineer/Senior Inspector	\$160
Inspector	\$125
Technical Support Services	
Sr. Technician	\$80
Technician	\$70
Administrative Services	
Sr. Coordinator II	\$110
Sr. Coordinator I	\$100
Coordinator	\$90
Administrator	\$80