

February 19, 2024

Mary Beth Murphy
Village Manager
7 Maple Avenue
Village of Hastings on Hudson
NY, 10706

RE: Crosswalk Assessment Study – Warburton Avenue

Dear Mary Beth Murphy:

Sam Schwartz Engineering DPC (Sam Schwartz) is pleased to provide the Village of Hastings-on-Hudson (“the Village”) with a proposal describing our scope of services required to assess the feasibility of implementing crosswalks at two locations along Warburton Avenue (“the Study Sites”).

Sam Schwartz is recognized as a premier engineering, planning, and consulting firm with extensive experience in performing traffic safety studies for a broad range of both public and private-funded projects. We understand the challenges of working in already-developed environments where space is at a premium and have experience developing context-sensitive solutions to address challenges faced by our clients. We are also familiar with the Village having provided engineering services to the Village under various previous contracts.

Based on our conversation in December 2023, we understand the Village is seeking to enhance pedestrian safety at the intersections of Warburton Avenue & Division Street and Warburton Avenue & Pinecrest Drive which have experienced a rise in pedestrian crashes within the past year. To address this issue, Sam Schwartz proposes conducting a feasibility study to assess the viability of implementing crosswalks at these intersections. We have prepared the following proposal that consists of (1) reviewing existing conditions and pedestrian data at the identified intersections; (2) assessing the feasibility of installing crosswalks and identifying other countermeasures to put in place to enhance pedestrian safety; and (3) providing recommendations for low-cost and effective solutions to address safety concerns.

We look forward to working with you on this project. You may contact me at 929.438.0403 or via email at tabot.eneme@samschwartz.com if you have any questions.

Sincerely,



Tabot Eneme
Senior Associate, Transportation Engineering

Project Understanding and Approach

Sam Schwartz acknowledges that the Village would like to retain the services of a professional traffic engineering firm to assess the feasibility of implementing crosswalks along Warburton Avenue to improve pedestrian safety at the intersection with Pinecrest Drive and Division Street. These improvements are needed to address pedestrian safety issues due to a rise in pedestrian crashes at these locations within the past year. Although Warburton Avenue is under the County's jurisdiction, the Village recently adopted a 25 mph Village-wide speed limit which has been implemented on Warburton Avenue.

Sam Schwartz plans to accomplish this study by reviewing the existing conditions, collecting pedestrian data within the vicinity of the sites, and assessing the feasibility of implementing crosswalks and countermeasures to enhance pedestrian safety. The scope of work and fee for these tasks are presented below.

Task 1: Review Existing Conditions and Data Collection

Sam Schwartz will conduct site visits to assess the current state of the intersections and their surrounding areas and review traffic patterns, pedestrian movements, and any existing safety issues. We will collect basic geometric information such as the number of travel lanes, lane width measurements, and sight distances on the approach to the intersection using methods set forth by the American Association of State Highway and Transportation Officials (AAHSTO) guidelines. We will make note of the presence of sidewalks as well as adjacent locations that could be the source of pedestrian trips (schools, churches, transit stops, shopping centers, etc.), and identify pedestrian-desired lines (if any). We will collect counts of pedestrians crossing Warburton Avenue at the two study sites and observe pedestrian movements. Pedestrian counts will be collected for a cumulative period of 8 hours spanning over the morning, midday, and afternoon peak periods for one weekday (Tues, Wed, or Thurs). We will also use data collected during the summer of 2023 to estimate the operating speed and Average Annual Daily Traffic (AADT) along Warburton Avenue. Lastly, Sam Schwartz will coordinate with NYS DOT, Westchester County, or the Village to obtain crash data over the most recent three-year period at the study sites noted above. We will summarize the crashes based on characteristics such as frequency, type, severity, and location. We will compile and report findings of the existing conditions in a brief technical memorandum using simple graphics, markups, charts, and tables.

Sam Schwartz does not anticipate the need to collect vehicular count data for this study and plans to use information obtained from the 2023 speed study to estimate the AADT and operating speed along Warburton Avenue. We also do not anticipate the need to collect any topographic survey data at this time given we do not plan on preparing design drawings as part of this study. Nonetheless, these services could be provided under a separate scope and fee if necessary.

Task 2: Identify Crosswalk Locations and Safety Improvement Countermeasures

Information obtained from the review of the existing conditions and data collection will provide valuable insights into the specific safety challenges faced at these intersections. In consultation with the Village, Sam Schwartz will review the two study sites to determine if crosswalks are feasible and identify

countermeasures that would need to be implemented along with the crosswalk to enhance the safety of pedestrians based on information collected in Task 1. The measures to be developed will be based on a list of comprehensive countermeasures suggested for application at uncontrolled crossing locations based on roadway and traffic features. We will consider the surrounding land development context, pedestrian travel demand, the effectiveness of the countermeasures, and costs when considering what countermeasure(s) are best suited for each crossing location. These countermeasures will be based on safety research, best practices, and established references such as the Manual on Uniform Traffic Control Devices (MUTCD), and other national, state, and local design manuals and guidelines.

The scope of this phase is limited to identifying if a crosswalk is feasible at the above study sites and identifying countermeasures that would need to be implemented along with the crosswalk to enhance safety. We will provide one draft conceptual plan showing the approximate location of proposed crosswalks for the Village's review following which a final version will be prepared. Sam Schwartz does not anticipate the need to develop detailed design plans for the implementation of crosswalks as well as their countermeasures as part of this scope. Nonetheless, these services could be provided under a separate scope and fee if necessary.

Task 3: Meetings & Coordination

Sam Schwartz will participate in other periodic meetings and calls with the Village on items related to this scope of work, as well as ongoing coordination. Due to the unknown total effort under this task, we will perform Task 3 on a time and materials basis in accordance with our standard rates with an initial not-to-exceed budget of \$4,000. We will notify the Village if we reach 80% (\$3,200) of this budget and if necessary, provide an updated agreement at that time to cover additional meetings. All meetings and presentations will be done virtually. A separate proposal could be provided if in-person meetings and travel are required.

Deliverables

- A memorandum outlining existing conditions, crosswalk locations, and pedestrian safety countermeasures.
- A conceptual plan showing the location of proposed crosswalks at study sites. The plan will be prepared on an aerial map using simple markups, callouts, and annotations. There will be no detailed design plans prepared at this time.

Schedule

Sam Schwartz will develop a detailed schedule to accomplish the above tasks upon request and in consultation with the Village.

About Sam Schwartz

Sam Schwartz applies progressive transportation planning and engineering techniques to each project we undertake. We understand the challenges of working in already-developed environments where space is at a premium. Thus, solutions must be more creative and flexible than standard traffic, off-the-shelf solutions. We combine industry-transforming concepts with more traditional traffic analyses and carefully implement plans with special sensitivity to context and conditions. The results are often dynamic redesign concepts and behavioral modifications that increase equity, access, and safety.

Sam Schwartz has extensive experience in performing traffic and safety studies for a broad range of both public and private-funded projects and we have provided engineering services to the Village under a traffic engineering services contract. We are also familiar with Warburton Avenue having performed a speed study along the corridor as part of a Village-wide comprehensive speed review program in 2023. With a talented team of over 140 professional planners, engineers, designers, and analysts in eight offices around the United States: New York City, Jersey City, Chicago, Washington D.C., Oakland, Los Angeles, Seattle, and Tampa, and over 27 years of practice on a wide array of complex transportation issues and development strategies, Sam Schwartz is the national leader in multimodal urban mobility. In addition to our core transportation planning and engineering disciplines, we offer civil engineering, land use and environmental planning, strategic planning, and resiliency planning services.

Sam Schwartz's traffic and transportation engineers specialize in reducing vehicle demand, redesigning intersections to improve safety, and roadways to move cars more effectively, and converting right-of-way to pedestrian and bicycle-friendly places. Using the latest traffic analysis software and technology, including simulation software that models the movement of autos and pedestrians in three dimensions, Sam Schwartz engineers can demonstrate future results to clients, agencies, and community members, providing an effective tool to communicate with the public and stakeholders and garner community support. Our engineers and designers use these tools and the insight they provide to inform designs, and we specialize in designs for sidewalks, plazas, and even indoor corridors.

Key Relevant Engineering Services

- Traffic and pedestrian engineering
- Safety studies
- Site and access planning
- Traffic calming and trip reduction
- Transportation Demand Management
- Traffic and pedestrian modeling and simulation
- Parking studies
- Signal warrant analysis
- Pedestrian and bicycle engineering
- Intelligent Transportation Systems
- Roadway design

Fees

The above services will be performed for a fee of **\$22,900**, including expenses, to be billed monthly on a percent complete basis (Tasks 1 and 2), while Task 3 will be billed on a time and materials (T&M) basis as outlined below:

- Task 1: Review Existing Conditions and Data Collection \$9,500 (fixed fee)
- Task 2: Identify Crosswalk Locations and Safety Countermeasures \$8,000 (fixed fee)
- Task 3: Meetings & Coordination \$4,000 (T & M)
- Expenses \$1,400 (Data collection)

Our standard hourly rates and standard contract terms are attached. If additional services are requested beyond those identified in this scope of services, a separate change order can be provided. It should also be noted that our rates are subject to reasonable annual invoices on or around January 1.

If you agree with this scope of services and budget, as well as our attached standard terms, please sign below and return a signed copy to me.

FEE SUMMARY AND AUTHORIZATION

Sam Schwartz is requesting a budget of \$22,900 for the completion of the tasks detailed above.

If you approve this fee for additional work completed, please return a signed copy of this agreement. If you have any questions, please do not hesitate to email or call. We look forward to working with you on this project.

Attached: 2024 Standard 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

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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 January 1, 2024

CONFIDENTIAL 1/1/2024

	Hourly Rate
Management	
Founder	\$775
President	\$625
Executive Vice President	\$375
Senior Vice President	\$360
Senior Principal	\$360
Vice President	\$310
Principal	\$310
Sr. Associate	\$275
Sr. Technical Advisor	\$310
Associate	\$225
Traffic Engineering	
Sr. Transportation Engineer III	\$230
Sr. Transportation Engineer II	\$200
Sr. Transportation Engineer I	\$180
Transportation Engineer II	\$160
Transportation Engineer I	\$145
Transportation Planning	
Sr. Planner/Urban Designer II	\$200
Sr. Planner/Urban Designer I	\$170
Data Scientist	\$150
Planner/Urban Designer II	\$145
Planner/Urban Designer I	\$135
Graphic Designer II	\$130
Graphic Designer I	\$120
Transit & Rail	
Sr. Transit Planner II	\$200
Sr. Transit Planner I	\$170
Transit Planner II	\$145
Transit Planner I	\$135
Civil Design	
Senior Civil Engineer III	\$230
Senior Civil Engineer II	\$210
Senior Civil Engineer I	\$180
Civil Engineer II	\$160
Civil Engineer I	\$145
Sr. Civil Designer II	\$190
Sr. Civil Designer I	\$175
Civil Designer II	\$140
Civil Designer I	\$125
Community Outreach Services	
Sr. Community Outreach Liaison I	\$160
Community Outreach Liaison II	\$140
Community Outreach Liaison I	\$130
Construction Related Services	
Senior Engineer/MPT	\$200
Engineer/MPT	\$175
Senior Resident Engineer	\$245
Resident Engineer	\$190
Office Engineer/Senior Inspector	\$180
Inspector	\$140
Technical Support Services	
Sr. Technician	\$135
Technician	\$110
Administrative Services	
Sr. Coordinator II	\$125
Sr. Coordinator I	\$110
Coordinator	\$100
Administrator	\$85

Our standard rates are subject to reasonable annual increases on January 1st of every calendar year and an updated rate sheet will be provided when it becomes available