

June 5, 2023

Bonnie Schwartz  
Pound Ridge Library  
271 Westchester Avenue  
Pound Ridge, NY 10576

RE: Proposal for Preliminary Traffic Engineering Services  
Pound Ridge Library  
271 Westchester Avenue  
Town of Pound Ridge, Westchester County, New York

Dear Bonnie:

DTS Provident Design Engineering, LLP (DTS Provident), a licensed Professional Engineering firm in the State of New York, is pleased to provide this Proposal for Traffic Engineering Services as it relates to performing a Preliminary Traffic and Parking Analysis on behalf of the Pound Ridge Library at 271 Westchester Avenue. Westchester Avenue is also NY Route 137 and is under the jurisdiction of the New York State Department of Transportation (NYSDOT). The Library is interested in possibly expanding the parking, however the Town has expressed some traffic/safety concerns, including possibly sight distance issues.

The anticipated Scope of Work is based upon our significant experience in performing similar studies as well as a preliminary review of the information received to date and our discussions.

### **SCOPE OF WORK**

The following outlines the anticipated Scope of Work:

- A. DTS Provident will perform a field visit to the Site to identify key roadway elements, such as traffic control, roadway widths, parking, speed limits and pedestrian accommodations.
- B. DTS Provident will develop Conceptual Plans of Parking Layouts to establish the basis of the design for the future site improvements. Identify the existing areas of concern and identify various improvements that may be required to install new parking spaces. It is anticipated that the following will be performed.
  - Evaluate building access, driveway connections, accessible routes and existing parking to support the Site.
  - Prepare two Schematic Concept Plans showing the proposed modifications identified above for two parking layouts of different amounts of parking spaces to see how many parking spaces can possibly be added.

- B. DTS Provident will conduct traffic counts at the intersection of the Library Driveway with Westchester Avenue (NY Route 137) and Salem Road (NY Route 124).
- C. DTS Provident will conduct capacity analyses for both the existing conditions and with a future increase in parking provided at the Library.
- D. DTS Provident will obtain Crash Data from the NYSDOT for the intersection and adjacent area.
- E. DTS Provident will perform a Sight Distance Analysis at the Driveway.
- F. DTS Provident will prepare a Traffic Review Letter with our findings and recommendations.
- G. DTS Provident will prepare for and attend conference calls, consultant meetings and municipal meetings/hearings on an as-needed basis. One Meeting/Hearing is included in our Estimated Fee discussed below.

### **FEE SCHEDULE**

DTS Provident proposes to provide the services outlined above on a time and materials hourly basis in accordance with the “DTS Provident Design Engineering, LLP 2023 Schedule of Engineering Fees and Charges” (see Attached). All services will be performed in accordance with the “DTS Provident Design Engineering, LLP Schedule of Terms and Conditions” (see Attached). The services will be performed for an Estimated Fee of \$5,000, including participation in one Meeting/Hearing. If fees approach the initial budgeted amount, we will notify the Client to discuss additional fees/services moving forward for additional services such as an extended Parking Study, conference calls and Meetings/Hearings, including billing that additional time on an hourly basis.

### **ADDITIONAL SERVICES**

DTS Provident makes no guarantee that the Town will accept the proposed Project. If the Concept is approved by the Town, then detailed Design Plans could be provided under a separate Proposal. At that time, additional survey information will likely be required and other studies may also be required such as a Stormwater analysis. The additional services could also include sight distance modifications, bringing the existing parking lot up to Code, providing pedestrian paths, ADA accommodations, re-grading/walls, etc. If any work is to be performed in the NYSDOT Right-of-Way, then a Highway Work Permit will be required from the NYSDOT.

### **SCHEDULE**

DTS Provident is able to begin work immediately upon Authorization. Authorization to proceed is provided via returning one signed copy of this Proposal.

If acceptable, please sign and return one copy of this Proposal. We look forward to working with you on this Project. Should you have any questions or comments, please do not hesitate to contact me at 914.428.0010 or via email at [bdempsey@dtsprovident.com](mailto:bdempsey@dtsprovident.com).

Very truly yours,  
**DTS Provident Design Engineering, LLP**



Brian E. Dempsey, P.E., PTOE, RSP1  
Partner

ACCEPTED: \_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

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**Attachment A**

Schedule of Professional Fees and Reimbursables  
and  
Schedule of Terms and Conditions

**DTS Provident Design Engineering, LLP**  
**2023 SCHEDULE OF PROFESSIONAL FEES AND REIMBURSABLES**

**PROFESSIONAL FEES** – For all services charged on an hourly basis:

1. **PRINCIPALS** – The time of the Principals shall be billed as follows:
  - a. Andrew V. Tung, ASLA, Esq., LEED AP - \$345.00 per hour
  - b. Gerhard M. Schwalbe, P.E. - \$295.00 per hour
  - c. Brian Dempsey, P.E., PTOE, RSP1 - \$265.00 per hour
  - d. Charles ‘Carlito’ Holt, P.E., PTOE - \$260.00 per hour
  
2. **PROFESSIONAL STAFF** – The time of the planning, engineering and landscape architectural staff shall be billed at hourly rates within the following ranges based on expertise and experience:
  - a. Senior Associates - \$200 - \$260 per hour
  - b. Associates - \$180 - \$210 per hour
  - c. Staff - \$ 75 - \$175 per hour

**This rate schedule is subject to change on an annual basis. Any applicable sales or use taxes will be added.**

**REIMBURSABLES** – Project-related expenditures shall be reimbursed at cost unless otherwise noted, plus any applicable taxes, and may include:

1. Travel and subsistence expenses outside Westchester County
2. **Reproduction**
  - a. Outside copying, blueprinting, and photographic services
  - b. In-House copying and blueprinting
    - i. Copies - \$0.10/copy (B&W), \$0.25/copy (Color)
    - ii. Blueprints - \$0.50/square foot for paper, \$2.50/square foot for mylar
3. Delivery/courier services and non-first class US mail services
4. Purchases of project-related documents
5. Field traffic counters (manual and automatic)
6. Fees paid to consultants/vendors/contractors with prior written approval of Client

**SUPPLEMENTAL SERVICES** – Any work not described in the Scope of Services for this Agreement will be considered additional and performed only upon authorization of a Supplemental Agreement of said services and associated fees and schedules. These services can include, but are not limited to, the following:

- Changes in Scope of Services following start of said Services.
- Re-work/re-design as a result of changes in the project due to modified and unanticipated program, site or regulatory conditions during performance of the work.
- Costs incurred as a result of project delays.
- Additional attendance at meetings and/or construction observations not defined in the Agreement.
- Other services not covered in the approved scope of work.

## DTS Provident Design Engineering, LLP – SCHEDULE OF TERMS & CONDITIONS

The following terms and conditions are hereby incorporated by reference with the letter, proposal or agreement (collectively, the “Agreement”) to which they are attached. The proposed Scope of Professional Services and Compensation of DTS Provident Design Engineering, LLP (“DTS Provident”) are set forth in the Agreement. As used herein, “Client” and “Project” refer to the individual, entities and project described as such in the Agreement.

### 1) Professional Services

- a) Client Responsibilities - Unless otherwise provided under this Agreement, Client shall provide full information in a timely manner regarding requirements for and limitations on the project. Client shall provide DTS Provident with access to the Project site to perform its work. Client shall also furnish in a timely manner such legal, design, existing conditions survey or other applicable services as may be required for the Project. DTS Provident will be entitled to use and rely upon all such information and services.
- b) Standard of Care - DTS Provident will perform its services with the standard of skill and care generally exercised by other planning, engineering or landscape architectural firms in the same locale acting under similar circumstances and conditions. Client acknowledges that DTS Provident’s services will be rendered without any warranty, express or implied. Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or DTS Provident.
- c) Environmental Condition of Site
  - i) Client shall be obligated to inform DTS Provident of any applicable site safety procedures and regulations known to Client as well as any special safety concerns or environmental conditions at the Project site.
  - ii) DTS Provident shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, PCBs, mold, petroleum, hazardous waste, or radioactive material. To the fullest extent permitted by law, Client shall hold harmless, defend and indemnify DTS Provident from any and all claims, suits, damages, losses, judgments, payments, awards, and expenses which directly or indirectly arise from or relate to any such hazardous materials.
- d) Project Documents – All documents prepared by DTS Provident are instruments of service in respect to this Project. Provided that all professional fees and reimbursable expenses due are paid to DTS Provident in a timely manner, DTS Provident expressly grants to Client an ownership and property interest therein subject to the limitations set forth below.
  - i) Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by DTS Provident.
    - (1) Any use or re-use of the documents without written verification, completion or adaptation by DTS Provident shall be at Client’s sole risk and without liability or legal exposure to DTS Provident, and Client shall indemnify and hold harmless DTS Provident from all claims, damages, losses and expenses, including reasonable attorneys’ fees, arising out of or resulting from such use or reuse; and
    - (2) Such limited license to Client shall not create any rights in third parties.
  - ii) Client recognizes that the data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional. Accordingly, documents provided to Client in electronic media are for informational purposes only and are not an end product.
- e) Opinions of Cost – DTS Provident’s opinions of probable construction cost, if provided under this Agreement, are to be made on the basis of DTS Provident’s experience and qualifications and represent DTS Provident’s best judgment as an experienced and qualified professional generally familiar with the construction industry. However, as DTS Provident has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors’ methods of determining prices, or over competitive bidding or market conditions, DTS Provident cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by DTS Provident.
- f) Construction Phase Services
  - i) If so provided in the Agreement, DTS Provident shall make periodic visits to the site during the construction phase of the Project to become generally familiar with the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the drawings and specifications prepared by DTS Provident.

## **DTS Provident Design Engineering, LLP – SCHEDULE OF TERMS & CONDITIONS**

- ii) DTS Provident shall not, however, at any time supervise, direct, or have control over any contractor's work, nor shall DTS Provident have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with law and regulations applicable to contractor's work.

### **2) Compensation & Payments**

- a) Compensation for professional services, reimbursable expenses, and additional services shall be as specified in the Agreement. Rates or prices quoted do not include state or local taxes where applicable.
- b) Payments
  - i) Initial Payment, as described in the Agreement, is required upon execution of the Agreement.
  - ii) DTS Provident shall prepare invoices for professional services and reimbursables in accordance with its standard invoicing practices and shall submit such invoices to Client on a monthly basis. Invoices are due and payable within 30 days of receipt.
  - iii) In the event that Client fails to make any payment due DTS Provident for professional services or reimbursables within 30 days after receipt of DTS Provident's invoice, then:
    - (1) Amounts due DTS Provident may be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less), from the thirtieth day, and
    - (2) DTS Provident may, after giving seven (7) days written notice to Client, either terminate or suspend services under this Agreement until Client has paid in full all amounts due for professional services, expenses and other related charges.
- c) In the event the orderly and continuous progress of DTS Provident's professional services is delayed or suspended (including, without limitation, suspension due to Client's untimely payment of invoices), or Client authorizes changes in the scope, extent or character of the Project, the time for completion of DTS Provident's services, and the amounts of DTS Provident's professional fees, shall be adjusted equitably.

- 3) To the fullest extent permitted by law, Client shall hold harmless, defend and indemnify DTS Provident and its consultants, and each of their owners, directors, employees, heirs, successors and assigns from any and all claims, suits, demands, damages, losses, judgments, payments, awards, and expenses arising out of Client's negligence on the Project, any Project contractor's negligence in performing the work and/or supplying the materials, or the negligence of any other

party relative to the project, except that DTS Provident shall be liable for claims, damages, losses, judgments and expenses due to the sole negligence of DTS Provident, its owners, directors, and employees. To the fullest extent permitted by law, Client and DTS Provident waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of or in any way related to the Project.

### **4) Agreement and Terms & Conditions**

- a) The Agreement and these Terms & Conditions will be governed by and construed and interpreted in accordance with the laws of the State of New York.
- b) If any term, condition or provision of these Terms & Conditions is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of these Terms & Conditions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.
- c) Any waiver by either party or any provision or condition of these Terms & Conditions shall not be construed or deemed to be a waiver of a subsequent breach of the same provision or condition, unless such waiver is so expressed in writing and signed by the party to be bound.
- d) All notices to either party by the other shall be deemed to have been sufficiently given when made in writing and delivered in person or by email, certified mail or courier to the address of the respective party or such other address as such party may designate.
- e) The captions of these Terms & Conditions are intended solely for the convenience of reference and shall not define, limit or affect in any way the provisions, terms and conditions hereof or their interpretation.
- f) The Agreement and these Terms and Conditions represent the entire understanding and agreement between the parties and supersede any and all prior agreements, whether written or oral, and may be amended or modified only by a written amendment signed by both parties.