

**VILLAGE OF TARRYTOWN  
BOARD OF TRUSTEES  
WORK SESSION 6:00 P.M.  
MONDAY, SEPTEMBER 13, 2021**

Pursuant to the end of the State of Emergency pertaining to COVID-19, all meetings will now be in person.

Meeting Live-Stream: <https://www.tarrytowngov.com/home/events/35371>

Open Session

Update – MHA/Asbury Terrace Sale Proceeds - Rose Noonan and Sadie McKeown to Attend

1. Board of Trustees Concerns
2. Generator Update (Village Engineer to Attend)
3. Project Assistance for Village Engineer
4. Senior Van Update
5. Traffic Study – McKeel Avenue
6. Update - Recovery and Repairs after Tropical Storm Ida

Executive Session

- A. Washington Irving Boat Club License Agreement
- B. Police Officer Update



**VILLAGE OF TARRYTOWN**

**INTERNAL MEMORANDUM**

To: Mayor Butler and the Board of Trustees

From: Richard Slingerland, Village Administrator

Date: August 26, 2021

Subject: BUILDING/ENGINEERING DEPARTMENT

Over the past several years the Village of Tarrytown Building and Engineering Department has become increasingly tasked with many different projects and programs, many of which may include complying with regulatory requirements and things of that nature. We have a long list of items where the Engineering Department could use help.

Regulatory Actions

- MS4 – Stormwater (inspections, reports, etc.)
- Eastview Dam (inspections, reports, etc.)
- SWPPP (inspections, reports, etc.)
- Supplemental Code Enforcement

Building/Facility Maintenance

- Planned and unplanned projects that need an RFP or an emergency contractor (eg, fire department facility issues, HVAC replacement)
- General Village Facility Maintenance – roof leaks, sewer back-ups, plumbing issues
- Culvert and bridge inspections

Project Management

- Oversight and management of ongoing projects (eg, kitchen at Riverside Hose, H-Bridge engineering, general water engineering projects)
- Assist with Curbing and Paving Projects
- Backflow Prevention Program for DOH compliance

Mapping and Digitization

- We want to map all infrastructure in one place (Village easements; water; sewer, storm water; paper streets; private hydrants, etc.) This is not strictly an administrative task. The person doing this work needs to understand existing paper maps and plans and be able to map it in specialized computer software (ARC GIS).

The above list does not include all the areas where help could be used. It should be further noted that projects such as managing water system improvements can involve multiple layers of review and regulation by County and/or Stage agencies. Having additional assistance for other tasks would free up time for Dan to perform specialized work and more management level tasks.

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Another consideration is that three people in the Building/Engineering Department are slated for retirement within the next three to seven years. It would be our goal to hire someone who could be groomed for a leadership position in the department or at a minimum act as the institutional knowledge conduit for the future. .

The revenues over the last few years are higher than in the past on a continued basis. This is indicative of the higher volume of work being handled by the Building Department with limited staff. In order to maintain this high level of work and revenue for the Village, we are recommending the creation of an Assistant/Junior Engineer to help the Village Engineer/Building Inspector, and in particular to free up some of his time from some of the smaller tasks to focus on higher level tasks and supervisory responsibilities. We are proposing a hiring sometime in 2022.

**Kathy Deufemia**

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**From:** Joshua Ringel  
**Sent:** Thursday, September 9, 2021 9:50 AM  
**To:** Richard Slingerland  
**Cc:** Kathy Deufemia  
**Subject:** RE: Traffic Study McKeel Ave.  
**Attachments:** Neperan Road - McKeel Avenue Proposal - provident.pdf

Attached is the lowest bid and below is the table of RFPs received by cost

<u>Engineering Firm</u>	<u>Cost</u>
Provident Design Engineers	\$ 4,700.00
Creghton Manning	\$ 9,750.00
Hardesty Hanover (Formerly Frederick P Clark)	\$ 9,800.00
MJ Engineering	\$ 15,000.00
HVEA Engineers	\$ 19,750.00
SIMCO Engineering	\$ 25,680.48
LRo Engineers	\$ 30,950.00
Colliers	\$ 32,856.80
Cameron Engineering	\$ 36,438.00
Enovate	\$ 46,000.00

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**From:** Joshua Ringel  
**Sent:** Wednesday, September 8, 2021 9:42 PM  
**To:** Richard Slingerland <rslingerland@tarrytowngov.com>  
**Cc:** Kathy Deufemia <KDeufemia@tarrytowngov.com>  
**Subject:** Fwd: Traffic Study McKeel Ave.

We should put this item on the agenda

Josh Ringel  
Assistant Village Administrator  
914-631-1785  
1 Depot Plaza  
Tarrytown NY

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**From:** Alex Fletcher <alexfletcher602@gmail.com>  
**Sent:** Wednesday, September 8, 2021 8:14:17 PM  
**To:** Joshua Ringel <Jringel@tarrytowngov.com>  
**Subject:** Traffic Study McKeel Ave.

**[EXTERNAL]** This email is from outside the Village of Tarrytown - Please use caution when opening links and attachments!

Hello Mr. Ringel,

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I am writing to follow up on the RFP for a traffic engineer to look at the intersection of Mckeel, Beech and Suncliff. Was there a proposal accepted and is there a timeframe for the study to begin? My neighbors and I were thrilled about the crosswalk that was painted last month and are looking forward to making that intersection even safer.

Thanks so much for the update.

Alex Fletcher



7 Skyline Drive, Hawthorne, NY 10532  
Tel: (914) 592-4040 www.pderesults.com

August 19, 2021

Richard Slingerland, Village Administrator  
Tarrytown Village Hall  
One Depot Plaza  
Tarrytown, NY 10591  
[administrator@tarrytowngov.com](mailto:administrator@tarrytowngov.com)

Re: Letter of Interest - Traffic Engineering Services Proposal  
RFP #7202021  
Traffic Safety Improvements  
Neperan Road and McKeel Avenue  
Village of Tarrytown, NY

Dear Village Administrator Slingerland:

In conjunction with the Request for Proposal (RFP), Provident Design Engineering, PLLC (Provident), is pleased to submit this Proposal for Traffic Engineering Services to the Village of Tarrytown for a Review and Analysis of potential Traffic Safety Improvements on Neperan Road and on McKeel Avenue in the Village. The two assignments include:

1. Neperan Road at Grove Street – Evaluation for a mid-block crosswalk and other safety improvements
2. McKeel Avenue at Suncliff Drive/Beech Lane – Evaluation of a four-way Stop implementation and crosswalk implementation, and other potential safety improvements

Provident is very familiar with the Project Area and has significant experience with similar projects. Provident's office is only four miles from the two intersections.

Provident, formerly TRC Engineers and Raymond Keyes Associates, has had its office in the Tarrytown area since 1957, including for many years in the Village itself. Provident, as one of its predecessor firms, has previously performed Traffic Engineering Services on behalf of the Village including the current design of the Depot Plaza Roadway and Parking area in front of the train station and has recently performed the one-way analysis of Main Street. We are a full-service Traffic and Civil Engineering firm consisting of several licensed Professional Engineers, two Certified Professional Traffic Operations Engineers, and a Road Safety Professional. Provident's Civil Engineering Department

including the Roadway Design Group will provide the additional support necessary such as the conceptual design sketches, signage and cost estimates. We have significant experience in conducting similar projects for municipalities such as the Village of Scarsdale, the Village of Briarcliff Manor, the City of Rye and the City of New Rochelle, among various others.

### **PROJECT UNDERSTANDING**

Provident understands that the Village's goals in understanding potential modifications along the two roadways to determine if safety improvements could be performed. Discussions will be held with representatives with of the Village including the Village's Traffic and Mobility Council. For the performance of any vehicle or pedestrian counts, it is recommended that they be performed after schools re-open in September (as per the RFP which states that the Study should not commence until after Labor Day).

For Neperan Road at Grove Street, the roadway is to be analyzed for the possibility of the installation of a mid-block crosswalk and/or whether other safety improvements should be implemented with the mid-block crosswalk or if different safety improvements should be installed instead of the mid-block crosswalk. Traffic counts and speed measurements will be performed along with pedestrian counts. Accident history will be reviewed as will sight distance, which is limited by the curve in the roadway, particularly for drivers traveling westbound on Neperan Road to see a pedestrian crossing north to south/Grove Street.



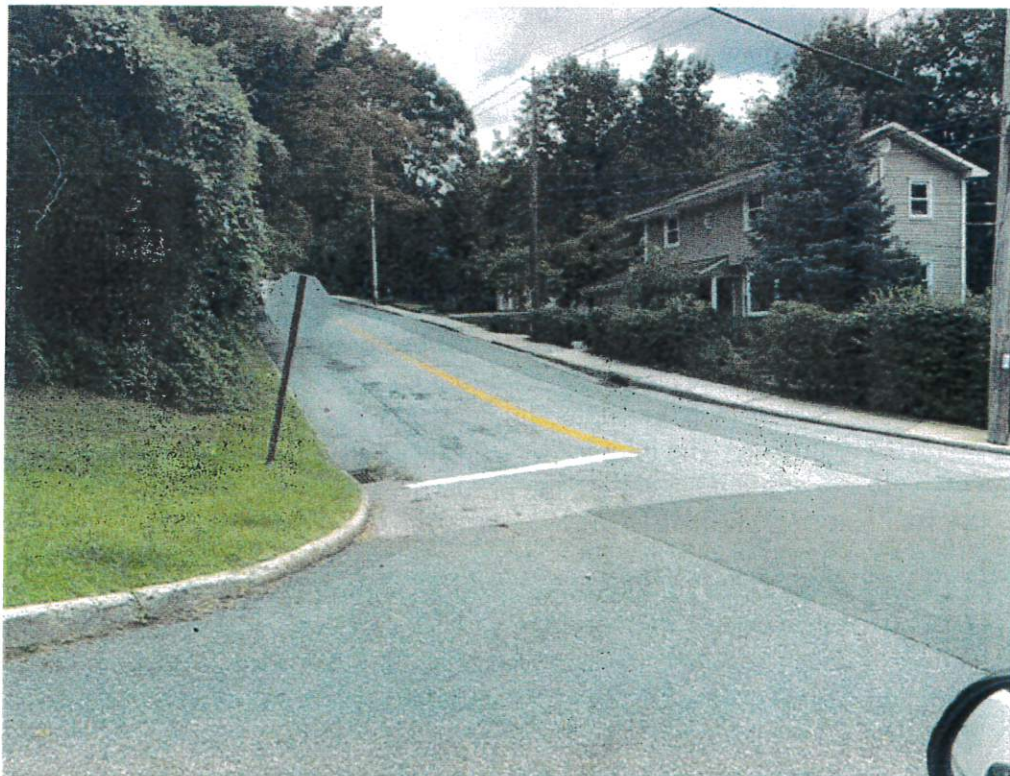




For McKeel Road at Suncliff Drive/Beech Lane, the intersection would be reviewed and analyzed for the potential implementation of a four-way Stop intersection in conjunction with addition of crosswalks. The current three-way Stop could cause some confusion for drivers that are unaware of the conditions, and at a minimum, some additional signage is recommended, especially at locations where one of the main movements is a right turn. Other possible safety improvements will also be considered for this location. Provident will review the regulations in the Federal Manual on Uniform Traffic Control Devices (MUTCD) and the New York State Supplement to the MUTCD, as well as other appropriate standards. The intersection review will include such items as traffic counts/volumes at the intersection, the presence of pedestrians, speeds on McKeel Road, pedestrian features, accident history, and sight distance, among others.

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Traffic Engineering Services – Neperan Road and McKeel Avenue  
August 19, 2021  
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Concept sketches of the different alternatives as well as preliminary cost estimates will be provided. Provident has been involved in similar projects and understands the requirements to implement similar modifications.

### **KEY STAFF**

An overview of some of the key staff employed by Provident that will be assigned to the project is presented below. Detailed resumes of the staff members can be provided upon request.

#### **Brian E. Dempsey, P.E., PTOE, RSP1**

Mr. Dempsey has been employed by Provident since 1986. He is a Partner in the firm and currently serves as a Senior Project Manager in the Traffic Engineering Division. Mr. Dempsey has over 34 years of experience at Provident as a Senior Project Manager and Traffic Engineer on a variety of similar infrastructure improvement projects and has represented numerous municipalities (including the Village of Tarrytown), as well as Counties and States. Mr. Dempsey is a member of the Westchester County Traffic Safety Board and has been the longtime Chairman of the City of Rye Traffic and Pedestrian Safety Committee and thus has significant experience working with the various municipal agencies and boards as well as the public. He has been involved in various similar studies in Scarsdale, Briarcliff, Rye and New Rochelle, among others. Mr. Dempsey is experienced in a variety of Traffic Engineering services encompassing Traffic Engineering Studies, Traffic Planning Studies, Traffic Signal Design, Traffic Calming Studies, Parking Studies and Environmental Impact Statements as well as providing construction services. He is a licensed Professional Engineer in six states and is a certified Professional Traffic Operations Engineer as well as a Road Safety Professional. Mr. Dempsey serves on various Institute of Transportation Engineers (ITE) Committees including the Trip Generation Committee and Parking Generation Committee) and has made presentations on Traffic and Pedestrian Safety at regional and International ITE Conferences as well as been involved in various ITE publications, including one that received the Best Publication of the Year Award. Mr. Dempsey has also presented to other organizations such as the Westchester Municipal Planning Federation. Mr. Dempsey will be the lead contact on this Project.

#### **Charles (Carlito) Holt, P.E., PTOE**

Mr. Holt is a Senior Project Manager and the Managing Partner in the firm. Mr. Holt has conducted and reviewed numerous traffic and environmental impact studies for small- and large-scale development proposals throughout the metropolitan area as well as for various government agencies including municipalities, counties and states, including preparation of intersection plans and roadway design. With over 20 years of experience for both the public

and private sectors, his expertise is in engineering fields with work descriptions that include intersection improvements, pedestrian improvements, traffic calming, master plans, area-wide studies, corridor studies, Environmental Impact Statements (EIS), individual traffic impact studies and parking studies. Mr. Holt has represented numerous municipal boards throughout the area. Mr. Holt is a Professional Engineer in multiple states as well as being a Certified Professional Traffic Operations Engineer.

### **Ralph P. Peragine, P.E.**

Mr. Peragine has over 37 years of experience and progressive responsibility in civil engineering consulting at Provident, including representing various municipalities. His role is to provide technical expertise on any Civil issues that may arise regarding the roadway and parking layout. He is a registered Professional Engineer in the State of New York (and other states) and currently serves in the capacity of Senior Project Manager in charge of the Civil/Highway Engineering Group. His qualifications include extensive hands-on planning, roadway design, field investigation and construction management, construction administration, construction inspection, environmental impact studies, design, traffic signal design, permitting, utilities, drainage, grading, cost estimating, and project management. Mr. Peragine background includes extensive service to both public and private-sector clients and he is a recent Past-President of the Westchester/Putnam Professional Engineering Society.

### **MUNICIPALITIES SERVED**

The following is a list of some of the local municipalities in Westchester County that Provident has provided Engineering Services for, in addition to the Village of Tarrytown:

- Village of Scarsdale
- Village of Pelham
- City of New Rochelle
- Town of New Castle
- Village of Briarcliff Manor
- City of White Plains
- Town of Cortlandt
- City of Rye
- Village of Rye Brook
- Village of Croton-on-Hudson
- Village of Mamaroneck
- Village of Larchmont
- Town/Village of Harrison
- Village of Pelham Manor
- Town of Eastchester
- Town of Pelham
- Village of Port Chester
- City of Yonkers
- Village of Sleepy Hollow
- Village of Buchanan
- Village of Dobbs Ferry
- Village of Port Chester
- Town of Somers
- Town of Greenburgh
- Town of Yorktown
- Town of Lewisboro
- Town of Ossining
- City of Mount Vernon

## **PROVIDENT ENGINEERING SERVICES**

Provident offers full-service engineering expertise in traffic/transportation engineering, civil/site engineering, highway/roadway design, and inspection. We provide solutions to our clients on a wide variety of engineering and design assignments, whether the undertaking impacts an existing facility or helps communities realize the benefits of a new project. We are routinely involved with projects involving highways and interchanges, urban arterials, and local roadways.

Provident has expertise in the design, analysis, and permitting of new real estate developments, upgrade of existing intersections, and other traffic consulting solutions. We work with both the public and private sector in solving traffic and civil engineering issues.

### **Traffic and Transportation Engineering Services**

Our Traffic Engineering team uses the latest technologies, coupled with traditional knowledge, to analyze traffic needs. In completing traffic studies, we use the most current Traffic Engineering software programs, including Synchro, HCS, AutoTurn, TORUS, and others.

Provident's Traffic/Transportation Engineering services include:

- Municipal Traffic Consulting
- Environmental Impact Statements
- Transportation & Planning Studies
- Traffic Impact Studies
- Parking Efficiency Studies
- Parking Demand
- School Traffic Consulting
- Traffic Calming Studies
- Traffic Feasibility Studies
- Signal Warrant Studies
- Employee Trip Reduction Plans
- Accident Studies
- On-site Circulation Design
- Traffic Signal Plans
- Highway Improvement Plans

### **Civil/Site Engineering Services**

In addition to the Traffic/Transportation Engineering Services, Provident also has a full Civil Engineering Department that can be called upon when necessary. Provident has been providing civil engineering services in both the public- and private-sectors for over 60 years throughout the tri-state area. Our diverse civil engineering capabilities

encompass the preparation of: draft and final environmental impacts statements; storm drainage, water distribution and transmission mains, wastewater collection, wastewater pumping stations, onsite wastewater treatment systems, parking facility design, roadway design, site development plans, subdivision plans, storm water management, retaining walls, and construction administration/inspections. Provident provides engineering services for all types of Civil, Site and Highway Engineering projects during the planning, design, and construction phases.

- Site Development Plans
- Parking Layout Plans
- Grading Plans
- Design of traffic calming measures
- Environmental Impact Statements
- Land use analysis
- Permitting
- Intersection improvements
- Roadway safety upgrades
- Highway/roadway resurfacing, rehabilitation and reconstruction
- Traffic signal design
- Hydraulics and hydrology
- Lighting design
- Maintenance and protection of traffic
- Stormwater drainage and management
- Sanitary Sewers

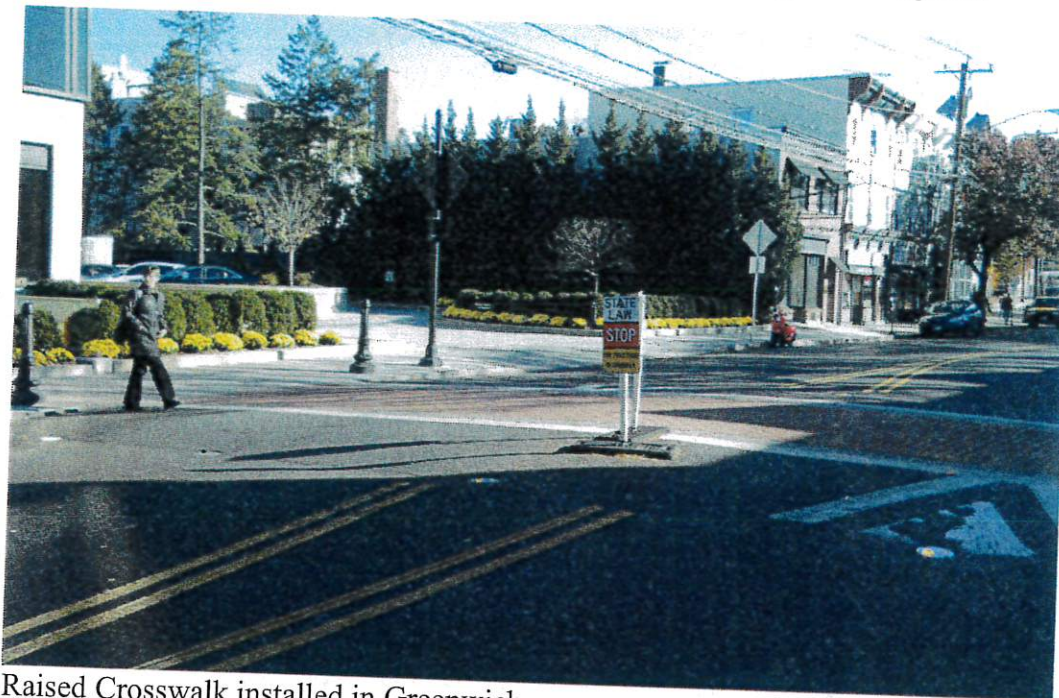
### **PROVIDENT TRAFFIC EXPERIENCE ON SIMILAR PROJECTS**

As described above, Provident has been involved in numerous similar projects on behalf of various municipalities. These have included evaluations of numerous crosswalks, including raised crosswalks and All-Way Stops as well as various Traffic Calming measures including bump-outs and road diets. Other pedestrian improvement methods such as the installation of Rectangular Rapid Flashing Beacons (RRFB's) have also been designed and implemented.

Provident has been recently involved in Safe Routes to Schools programs which examine these features, including in Briarcliff Manor, Rye, and Mamaroneck. We have developed conceptual pedestrian improvements with the NYSDOT on behalf of the Village of Sleepy Hollow and previously installed a raised crosswalk in the Town of Greenwich which included in-road flashing lights. We are currently performing pedestrian improvements in the Briarcliff Manor Business District including bump-outs and potentially raised crosswalks as well as in a residential section in the Village of Pelham Manor and have performed similar measures in Scarsdale and Nyack, among various other locations.

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Brian Dempsey, P.E., PTOE, RSP1 is a member of the Westchester County Traffic Safety Board and has made presentations on these topics to the Institute of Transportation Engineers (ITE) Northeast District as well as at the ITE International Conference along with to the Westchester Municipal Planning Federation. Mr. Dempsey has also been involved in the preparation of various publications involving these subjects.



Raised Crosswalk installed in Greenwich.



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Crosswalk with RRFB's on conjunction with a Road Diet installed in Rye.







Curb bumpouts installed in Scarsdale.



**PROJECT APPROACH/KEY TASKS**

For both projects, data will be obtained from the Village, County and NYSDOT, as available, as well as from Provident’s files, in addition to collecting current data. It is recommended that the current data be collected after schools re-open. Provident is very familiar with the area. Various field observations will be conducted during different times of the day/night as well as different days of the week and photo documentation will be recorded. Both projects will consider ADA requirements as well as the grades on the roadways. The advantages/disadvantages of the various Alternatives will be provided.

The following are the key tasks and considerations that Provident will perform:

#### **Neperan Road at Grove Street**

- A. Provident will perform field observations and reviews of the intersection during different times of the day on weekdays and on weekends. Photos/Videos can be provided if desired by the Village.
- B. Provident will review comments/submissions from Village residents and Village staff.
- C. Provident will review accident data and existing speed data (if any) from the Village Police Department to understand the safety issues and speeding issues.
- D. Provident will conduct traffic and speed counts if needed to supplement Village data. These will be performed by installing Automatic Traffic Recorder (ATR) for a one-week period. Provident will also perform manual turning movement counts at the intersection during peak periods to determine the vehicles turning as well as the number/direction of pedestrians at the intersection.
- E. Provident will conduct Capacity Analyses using Synchro software for the intersection.
- F. Provident will perform Sight Distance measurements at the intersection.
- G. Provident will prepare a Summary Report incorporating recommendations for Options/Alternatives for Safety Improvements at the intersection, including:
  - i. Key Concern/Resident Request for a Mid-Block Crosswalk:
    - 1. Is a mid-block crosswalk necessary, prudent and can be made safe? Cost estimates and the work required would be included.
    - 2. Discuss whether a raised crosswalk would be recommended.
    - 3. If a crosswalk is recommended, prepare conceptual plans/drawings utilizing AutoCAD for implementation purposes.
  - ii. List potential changes in signage
  - iii. Discuss any traffic impacts to surrounding neighborhood streets
  - iv. Discuss other recommendations/alternatives based on Traffic Safety Analysis including but not limited to bump-outs, sidewalks, road diets, etc. Provident will also consider the impact to the Village's Emergency Services of any modifications recommended.

#### **McKeel Avenue at Suncliff Drive/Beech Lane**

- A. Provident will perform field observations and reviews of the intersection during different times of the day on weekdays and on weekends. Photos/Videos can be provided if desired by the Village.
- B. Provident will review comments/submissions from Village residents and Village staff.

- C. Provident will review accident data and existing speed data (if any) from the Village Police Department to understand the safety issues and speeding issues.
- D. Provident will conduct traffic and speed counts if needed to supplement Village data. These will be performed by installing an Automatic Traffic Recorder (ATR) for a one-week period. Provident will also perform manual turning movement counts at the intersection during peak periods to determine the vehicles turning as well as the number/direction of pedestrians at the intersection.
- E. Provident will conduct Capacity Analyses using Synchro software for the intersection.
- F. Provident will perform Sight Distance measurements at the intersection.
- G. Provident will prepare a Summary Report incorporating recommendations for Options/Alternatives for Safety Improvements at the intersection, including:
  - i. Key Concern/Resident Request for a Crosswalk and/or an All-Way Stop:
    - 1. Is a crosswalk necessary, prudent and can be made safe? Cost estimates and the work required would be included.
    - 2. Discuss whether a raised crosswalk would be recommended.
    - 3. If a crosswalk is recommended, prepare conceptual plans/drawings utilizing AutoCAD for implementation purposes.
  - ii. List potential changes in signage
  - iii. Discuss any traffic impacts to surrounding neighborhood streets
  - iv. Discuss other recommendations/alternatives based on Traffic Safety Analysis including but not limited to bump-outs, sidewalks, road diets, etc. Provident will also consider the impact to the Village's Emergency Services of any modifications recommended.

The Final Report covering both locations and the information described above will be submitted within three months from the execution of an agreement for services. Electronic and printed copies can be provided to the Village.

Before and during the process, Provident will have discussions with the Village staff as necessary. Provident will also participate in two Zoom meetings, one with staff to review findings and one with the Village's Traffic and Mobility Council to review findings/recommendations. Attendance at additional meetings are discussed below.

## **REFERENCES**

*Jeff Coleman, P.E., Superintendent of Public Works*  
Village of Scarsdale  
Village Hall  
1001 Post Road  
Scarsdale, NY 10583  
(914) 722-1150  
[jcoleman@scarsdale.com](mailto:jcoleman@scarsdale.com)

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*Patrick Sbano, P.E., Director of Traffic Engineering*  
City of New Rochelle  
City Hall  
Department of Public Works – Traffic Services Division  
515 North Avenue  
New Rochelle, NY 10801  
(914) 654-2135  
[psbano@newrochelleny.com](mailto:psbano@newrochelleny.com)

*David Turiano, P.E., Village Engineer*  
Village of Briarcliff Manor  
Village Hall  
1111 Pleasantville Road  
Briarcliff Manor, NY  
(914) 044-2770  
[DTuriano@briarcliffmanor.org](mailto:DTuriano@briarcliffmanor.org)

#### **PROVIDENT CONTACT PERSON**

*Brian Dempsey, P.E., PTOE, RSP1*  
Partner/Senior Project Manager  
Provident Design Engineering, PLLC  
7 Skyline Drive  
Hawthorne, NY 10532  
Phone: Office (914) 592-4040 Mobile (914) 489-2307  
Fax: (914) 355-3316  
[bdempsey@pderesults.com](mailto:bdempsey@pderesults.com)

#### **CONFLICT OF INTEREST**

Provident does not have a conflict of interest in performing this project.

#### **PROJECT SCHEDULE AND FEE SCHEDULE**

Upon agreement of the Proposal, initial discussions will be held with Village staff. Provident will proceed with the traffic data collection after schools open. Preliminary findings will then be discussed as described above, and the Final Report will be submitted within three months.

Provident will perform the above services for a Lump Sum, not to exceed price, of \$4,700. This Lump Sum is negotiable. Included in this Lump Sum are the preparation of the Field

Observations, Traffic Analysis, Preliminary Cost Estimates, a report summarizing Provident’s Findings and Recommendations, and Concept Plans (which will utilize aerial photos or Village-supplied roadway plans as a base) as well as participation in two Zoom Meetings. Attendance at additional meetings, if required, will be hourly. An additional Zoom Meeting would be approximately \$185 while an additional in-person meeting would be about \$370, depending upon length of the meeting. If additional tasks are required, these can be provided on an hourly basis. Provident has a Civil Engineering Section that can provide Design Drawings under a future proposal, if requested.

The work efforts described will be billed in accordance with our standard Schedule of Municipal Engineering Fees and Charges and General Conditions, copies attached.

**AUTHORIZATION**

We thank you for this opportunity to submit on the possibility to represent the Village. Authorization to proceed is provided by returning one signed copy of this Proposal. Should you wish to discuss any aspect of this Proposal, please do not hesitate to call.

Very truly yours,

**Provident Design Engineering, PLLC**



Brian E. Dempsey, P.E., PTOE, RSP1  
Partner/Senior Project Manager

Encs.

ACCEPTED: VILLAGE OF TARRYTOWN  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_



7 Skyline Drive, Hawthorne, NY 10532  
 Tel: (914) 592-4040 www.pderesults.com

**PROVIDENT DESIGN ENGINEERING, PLLC  
 SCHEDULE OF MUNICIPAL ENGINEERING FEES AND CHARGES**

**SCHEDULE**

Payroll Based Projects and Labor Fees, as stated in the Agreement shall be defined as follows:

**PAYROLL BASIS** - Services shall be charged at the following hourly rates:

	<u>Hourly Rate</u>
Principal .....	\$195.00
Project Director.....	\$190.00
Senior Project Manager .....	\$185.00
Project Manager .....	\$175.00
Senior Project Engineer.....	\$170.00
Project Engineer .....	\$160.00
Assistant Project Engineer.....	\$145.00
Chief Inspector .....	\$130.00
Engineer .....	\$115.00
Field Inspector .....	\$110.00
Senior Technician .....	\$90.00
Technician .....	\$75.00
Technical Support Staff .....	\$65.00

**FORENSIC AND TESTIMONY SERVICES** - Forensic Services for litigation, including court appearances, deposition, arbitration and similar representation, shall be billed as follows:  
 \$275 per hour for Principal/Manager providing Services, and above Technical Staff at shown hourly rate with an added 10% premium for Support Staff services related to same.

**DEFINITION**

The above hourly rates include payroll costs, overhead and profit. Rates are subject to change based upon Annual Salary Adjustments.

**REIMBURSABLES**

In addition to the above Fees, project- related Direct Expenses shall be reimbursed at cost including the following:

- Reproduction of Drawings & Specifications, and Prints.
- Purchase of plans and documents.
- Communications, postage/express mail, and special delivery services.
- Permit and Application Fees.
- Fees paid to special consultants/vendors/contractors with prior written approval of the Client.
- All Travel and subsistence expenses.
- Field Traffic Counters (Manual and Automatic).

**TAXES**

All Services and Charges may be subject to one or several States' Sale or Use taxes. These will be added when applicable.

**SUPPLEMENTAL SERVICES/CHANGE ORDERS**

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 due to late receipt of information for which Client is responsible.
- Re-work/re-design and/or new work/new design as a result of changes in the project 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.
- Supplemental, additional, and/or Special Services as defined in the Agreement.
- Other services not covered in the approved scope of work.

**INVOICING/PAYMENT OF FEES**

Invoices will be submitted monthly based on work performed until project completion. Fixed Fee Projects will be invoiced based on Percentage Completion plus Direct Expenses/Reimbursables. Payroll Basis Projects will be invoiced based on actual hours performed by personnel classification plus Direct Expenses/Reimbursables. Payment shall be due within thirty (30) days of date of the Invoice. The amount due and owing shall bear interest after thirty (30) days from the date of the Statement at the rate of one and one half (1.5) percent per month.

**TERMS AND CONDITIONS****1.0 SERVICES**

Provident Design Engineering, PLLC. ("Consultant") will provide engineering and other professional services on behalf of Client as provided in the Scope of Work. Client is defined in the attached Proposal or Scope of Work, incorporated herein by reference. Unless otherwise stated, Consultant's Proposal to perform the Scope of Work expires sixty (60) days from its date and may be modified or withdrawn by Consultant prior to receipt of Client's acceptance. The offer and acceptance of any services or goods covered by the Proposal is conditioned upon these terms and conditions. Any additional or different terms and conditions proposed by Client are objected to and will not be binding upon Consultant unless specifically agreed to in writing by Consultant. An order or statement of intent to purchase Consultant's services, or any direction to proceed with, or acquiescence in the commencement of work shall constitute consent to these terms and conditions.

**2.0 COMPENSATION**

- 2.1 Consultant will invoice for its services based on the method of compensation in the proposal for labor and direct expenses. Prices or rates quoted do not include state or local taxes where applicable. Direct expenses include reimbursable expenses, which are charges incurred for travel, transportation, temporary lodging, meals, telephone calls, fax, postage, courier service, photographic, photocopying and other fees and costs reasonably incurred in connection with the services.
- 2.2 Unless otherwise stated in the Proposal, Consultant will submit invoices for services related to the Scope of Work on a monthly basis, and Client will make payment within thirty (30) days of receipt of Consultant's invoices. If Client objects to any portion of an invoice, the Client will notify Consultant within fifteen (15) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice.
- 2.3 If Client fails to make any payment due to Consultant within thirty (30) days after receipt of an invoice, then the amount due Consultant will increase at the rate of 1.5 percent per month after the 30th day. If a retainer has been required and the Client has not paid the invoice within thirty (30) days, Consultant shall be entitled to draw upon the retainer to satisfy the past due invoice. In addition, Consultant may, after giving seven (7) days' written notice to Client, suspend its services and any deliverables until Consultant has been paid in full for all amounts outstanding more than thirty (30) days. In the event that Consultant must resort to legal action to enforce collection of payments due, Client agrees to pay attorneys' fees and any other costs resulting from such action.

**3.0 CLIENT'S RESPONSIBILITIES**

- 3.1 Client will designate in writing the person or persons with authority to act in Client's behalf on all matters concerning the work to be performed by Consultant for Client.
- 3.2 Client will furnish to Consultant all existing studies, reports, data and other information available to Client which may be necessary for performance of the work, authorize Consultant to obtain additional data as required, and furnish the services of others, where necessary, for the performance of the work. Consultant will be entitled to use and rely upon all such information and services.
- 3.3 Unless otherwise stated in the Proposal, Client shall be responsible to provide Consultant with access to the work site or property to perform the work.

**4.0 PERFORMANCE OF SERVICE**

- 4.1 Consultant's services will be performed in conformance with the Scope of Work set forth in the attached proposal.
- 4.2 Additional services will be performed and completed in conformance with any supplemental proposals or scopes of work approved in writing by the Client.

- 4.3 Consultant's services for the Scope of Work will be considered complete at the earlier of (i) the date when Consultant's report is accepted by the Client, or (ii) thirty (30) days after the date when Consultant's report is submitted for final acceptance, if Consultant is not notified in writing within such 30-day period of a material defect in such report.

- 4.4 If any time period within or date by which any of Consultant's services are to be performed is exceeded for reasons outside of Consultant's reasonable control, all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment.

**5.0 CONFIDENTIALITY**

Consultant will hold confidential all information obtained from Client which is not otherwise previously known to Consultant, unless such information comes into the public domain through no fault of Consultant, is furnished to Consultant by a third party who is under no confidentiality obligation, or is independently developed by Consultant.

**6.0 STANDARD OF CARE**

In performing services, Consultant agrees to exercise professional judgment, made on the basis of the information available to Consultant, and to use the same standard of care and skill ordinarily exercised in similar circumstances by consultants performing comparable services in the region. This standard of care shall be judged as of the time and place the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgment and accordingly, a difference of opinion on a question of professional judgment shall not excuse Client from paying for services rendered or result in liability to Consultant.

**7.0 INSURANCE**

- 7.1 Consultant will procure and maintain insurance as required by law. At a minimum, Consultant will have the following coverage:
- (a) Worker's compensation and occupational disease insurance in statutory amounts.
  - (b) Employer's liability insurance in the amount of \$1,000,000.
  - (c) Automotive liability in the amount of \$1,000,000.
  - (d) Commercial General Liability insurance for bodily injury, death or loss of or damage to property of third persons in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate.
  - (e) Professional errors and omissions insurance in the amount of \$1,000,000.

**8.0 INDEMNITY**

- 8.1 Each Party assumes full responsibility for any claims, suits, accidents, injuries (including death) or damages to the person or property of any third party resulting from its own negligent acts, reckless behavior or willful misconduct or those of any of its employees, representatives, contractors, consultants or agents in connection with the services rendered, and, to the extent of its proportionate responsibility, will indemnify and save harmless the other Party, its employees, representatives, contractors, consultants and agents from and against any claims, costs, liabilities or expenses arising out of such negligent acts, reckless behavior or willful misconduct.
- 8.2 Notwithstanding the foregoing, in the event that Consultant performs intrusive ground work as part of the Scope of Work, Client shall indemnify Consultant from and against any and all claims, costs, liabilities or expenses, including reasonable attorneys' fees, resulting from, or arising out of, damages to subsurface or underground utilities or structures, including but not limited to, gas, telephone, electric, water or sewer utilities whose locations were not designated or identified to Consultant prior to the commencement of any subsurface investigation or cleanup, including but not limited to, excavation, drilling, boring or probing required to be conducted by Consultant as part of site investigation, characterization or remediation work.

## 9.0 ALLOCATION OF RESPONSIBILITY

9.1 Consultant shall be liable to Client only for direct damages to the extent caused by Consultant's negligence or willful misconduct in the performance of its services. Consultant shall not be liable for indirect, consequential, special or exemplary damages, or for damages caused by Client's failure to perform its obligations. To the fullest extent permitted by law, the total liability in the aggregate of Consultant and its employees, subcontractors or suppliers to Client and anyone claiming by, through or under Client on all claims of any kind (excluding claims for death or bodily injury) arising out of or in any way related to Consultant's services, or from any cause or causes whatsoever, including but not limited to negligence, errors, omissions, strict liability, indemnity or breach of contract, shall not exceed the total compensation received by Consultant under this agreement.

9.2 If Consultant furnishes Client with advice or assistance concerning any products, systems or services which is not required under the Scope of Work or any other contract among the parties, the furnishing of such advice or assistance will not subject Consultant to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

## 10.0 OWNERSHIP OF DOCUMENTS

10.1 All notes, memoranda, drawings, designs, specifications and reports prepared by Consultant shall become Client's upon completion of the payment to Consultant as provided herein. Consultant may make and retain copies of all such documents for its file.

10.2 All documents including drawings and specifications prepared by Consultant pursuant to the Scope of Work are instruments of service with respect to this project. Such documents are not intended or represented to be suitable for reuse by Client or by any other party on subsequent extensions or phases of this project or site or on any other project or site without the written consent of both Client and Consultant.

10.3 Any reuse without written approval or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and Client shall indemnify, defend and hold harmless Consultant from all claims, damages, losses and expenses arising out of such reuse. Any such reuse requested by Client will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

10.4 Consultant shall retain the Technical project file for a period of five (5) years from the date of the last invoice issued by Consultant for the Scope of Work under the attached Proposal. Client shall notify Consultant at the completion of work if Client requires this file to be transferred to Client or another entity, or retained by Consultant for a longer period of time. In the absence of any written instructions to the contrary from Client, Consultant shall have the right to discard any and all files, records or documents of any type related to the Scope of Work after the five (5)-year period. During this five (5)-year period, any requests for document recovery or reproduction will be assessed a fee in accordance with Consultant's Schedule of Fees.

## 11.0 INDEPENDENT CONTRACTOR

Consultant is an independent contractor and shall not be regarded as an employee or agent of the Client.

## 12.0 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Consultant shall observe all applicable provisions of the federal, state and local laws and regulations, including those relating to equal opportunity employment.

## 13.0 SAFETY

13.1 Client shall be obligated to inform Consultant and its employees of any applicable site safety procedures and regulations known to Client as well as any special safety concerns or dangerous conditions at the site. Consultant and its employees will be obligated to adhere to such procedures and regulations once notice has been given.

13.2 Unless specifically provided in the Scope of Work, Consultant shall not have any responsibility for overall job safety at the site. If in Consultant's reasonable opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, Consultant may immediately suspend performance until such safety standards can be attained. If within a reasonable time site operations or conditions are not brought into compliance with such safety standards, Consultant may in its discretion terminate its performance in accordance with Section 15.0, in which event Client shall pay for services and termination expenses as provided herein.

## 14.0 NOTICE

All notices to either party by the other shall be deemed to have been sufficiently given when made in writing and delivered in person, by facsimile, email, certified mail or courier to the address of the respective party or to such other address as such party may designate.

## 15.0 TERMINATION

The performance of work may be terminated or suspended by either party, in whole or in part. Such termination shall be effected by delivery of seven (7) days prior written notice specifying the extent to which performance of work is terminated and the date upon which such action shall become effective. In the event work is terminated or suspended by Client (or by Consultant as provided herein) prior to the completion of services contemplated hereunder, Consultant shall be paid for (i) the services rendered to the date of termination or suspension; (ii) demobilization costs; (iii) costs incurred with respect to non-cancellable commitments; and (iv) reasonable services provided to effectuate a professional and timely project termination or suspension.

## 16.0 SEVERABILITY

If any term, covenant, condition or provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of these Terms and Conditions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

## 17.0 WAIVER

Any waiver by either party or any provision or condition of these Terms and 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.

## 18.0 GOVERNING LAW

These Terms and Conditions will be governed by and construed and interpreted in accordance with the laws of the State of New York.

## 19.0 CAPTIONS

The captions of these Terms and 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.

## 20.0 ENTIRE AGREEMENT

These Terms and Conditions, and the Scope of Work, 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. Client is obligated to satisfy itself as to legal provisions and insurance coverage in these terms and conditions and failure to advise Consultant to the contrary shall constitute acceptance of these terms.

Q:\PROJECTS\OFFICE\ACCTGEN\FEE SCHEDULES\GENERAL  
CONDITIONS\PDE GeneralConditions 2-17-21.docx



**Kathy Deufemia**

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**From:** Richard Slingerland  
**Sent:** Wednesday, September 8, 2021 11:31 AM  
**To:** Tom Butler; Becky McGovern; Robert Hoyt; David Kim; Doug Zollo; Karen Brown; Paul Rinaldi  
**Cc:** Tom Butler (external); Becky McGovern (external); Robert Hoyt (external); Doug Zollo AOL; Joshua Ringel; Dan Pennella; John Barbelet; Jim Hart; Antoinette Morales; Kathy Deufemia  
**Subject:** FW: Neperan Road Parking Lot - washout on the lake-side of the embankment  
**Attachments:** 9-8-21 InterofficeMemo Upper Reservoir.pdf; UPPER RESERVOIR.pdf

Tom, Becky, Bobby, David, Doug, Karen and Paul:

Good morning.

As part of the ongoing compilation of post-storm damages, it was brought to our attention that there was a sizable washout along the lake side of the Neperan Road Lakes Lot.

Dan and I both recommend we seek quotes and get this work done immediately, to make the area safe, and prevent any further washout or collapse towards the lakes.

If the Board remembers, when we tore down the skate shack a few years ago, we hired a contractor to perform some embankment stabilization work, which lasted very well through the storm and suffered no damage. That's west of the stairway and path that leads down to the lake from the parking lot.

The area of washout occurred east of the path and stairs, and we now have to do some similar restoration and embankment work east of the stairs and pathway.

Please advise if the board is okay with us moving ahead with this project.

I will have an update for you all at the Work Session regarding all of the village-facility storm damage we have discovered to date. This includes a brief list as follows:

1. Two storm-damaged wire locations – one at Carrollwood and 119, and the other at Irving and Union Avenues. These two storm-damage locations of wires were the cause of the vast majority of outages around Tarrytown.
2. Washout of West Sunnyside Lane between Broadway and Sunnyside historic site (for this extensive road damage, we are coordinating with the Village of Irvington on the repair, including curb work and paving – Irvington will cover about half and Tarrytown will cover about half, depending on the square footage of the damage).
3. Washout of Browning Lane – portions of the road surface washed away and have been repaired.
4. Washout of about 200-feet of curbs along the west side of Sunnyside Avenue, by Neperan Road – these will be repaired this week.
5. Washout/sinkhole in Patriot's Park, west bridge closest to Washington Street – the repair to the bridge is starting today as emergency work.
6. Washout of the embankment along the parking lot at Tarrytown Lakes

If we have any more, we'll add it to the list and share it with the Board.

Please let me know if you are okay with the repair of the Neperan Road parking lot embankment.

Respectfully,

Rich





## VILLAGE OF TARRYTOWN INTEROFFICE MEMORANDUM

BUILDING • ENGINEERING • PLANNING • ZONING • ARB

TO: Richard Slingerland, Village Administrator

FROM: Donato R. Pennella, P.E., Village Engineer/Building Inspector

RE: **Storm Damage – “Ida” September 1, 2021**  
**Upper Lakes – Embankment Failure Due to Erosion**  
**Property Id #: 1.60-26-1 – 213 Neperan Road**

DATE: **September 10, 2021**

The rainfall intensity generated from tropical storm “Ida” caused severe slope erosion along the embankment which lead to a catastrophic failure of the hillside adjacent to the Neperan Road Parking lot and trail walking path. This area also has utility services for gas and electric which were exposed from the erosion. The wash out caused a near vertical shear failure plane and any future rain events will cause the collapse potentially extend into the parking area, if not restored immediately. The failed embankment is approximately 5,000 SF with a vertical drop of approximately 16 feet. Restoration will need to commence at the toe of the slope by embedding a layer of armor stone into the existing grade and continue installing stone in layers until the ridge is reached. The cost to perform the restoration can range between \$40-\$50K. This work should be completed on an expedited basis as an emergency procurement to protect life safety for residents, and to prevent further damage to the area. The attached sketch shows the proposed restoration.

cc: Josh Ringel, Assistant Village Administrator  
Lou Martirano, Superintendent of Public Works

# UPPER RESERVOIR – STORM DAMAGE ERODED SLOPE

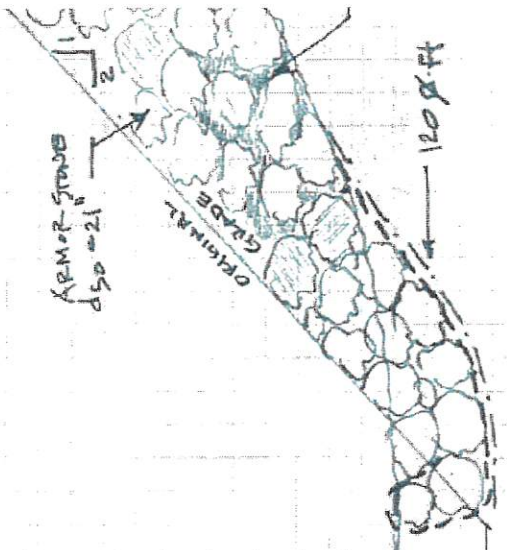


Village of Tarrytown  
 Tropical Storm IDA - DAMAGE  
 SLOPE FAILURE @ NE PERMAN RD PARK

LENGTH = 150 FT x 120 SF/FT = 18  
 x 1,250 TONS OF STONE

NOTE:  
 INSTALL STONE IN LIFTS  
 FILL VOIDS IN CONTACT.

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2 4 6 8 10 12 14 16 18 20 2  
 1"=50'

SECTION THROUGH S