



March 11, 2024

Village of Tuxedo Park
80 Lorillard Road
Tuxedo Park, NY 10987

Attn: John Ledwith, Building Inspector and Consultant to the Board of Trustees

**RE: Proposal for Speed Limit Reduction Study, Village of Tuxedo Park, Orange County, New York;
CM Proposal No. 24-084**

Dear Mr. Ledwith:

Thank you for contacting us about the Village's interest in using Creighton Manning (CM) to perform the needed traffic analysis to help the Village evaluate, and ultimately enact, a reduction to speed limits in the Village of Tuxedo Park. The recently amended section of the NYS Vehicle and Traffic Law (VAT) that now allows cities and villages to reduce speed limits to 25 mph states that speed studies need to be certified by a licensed professional engineer specializing in traffic operations. Creighton Manning employees several such engineers including the undersigned. Moreover, CM has recently conducted speed studies to evaluate the reduction of speed limits in villages throughout New York State including Garden City, Tivoli, and Red Hook (ongoing).

CM's licensed professional engineers can provide the necessary engineering services in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) as it relates to considerations and factors for setting speed limits. The following details our proposal to conduct a traffic evaluation to consider the proposal to lower speed limits in the Village (village-wide, areas, or along specific corridors) to 25 mph.

- Perform a comprehensive site inspection noting character of Village roadways, general use, presence of non-motorized traffic such as pedestrians and bicyclists, presence of sidewalks, and traffic control devices. Photo-document existing conditions.
- Collect volume, speed, and classification data, where and to the extent needed to make reasonable conclusions, on up to 10 representative Village roads. Representative roads will be reviewed with Village officials prior to data collection.
- Request via the FOIL and review five years of crash data for representative locations within the Village.
- Evaluate data collected through the lens of speed limit guidance established by NYSDOT, USLIMITS2, and other industry standards.
- Summarize key findings and recommendations in a technical memorandum with supporting graphics or maps.

FEE & SCHEDULE

Creighton Manning is proposing a lump sum fee of **\$19,850** to conduct the necessary data collection and analysis to evaluate the proposal to reduce the speed limit from 30 mph to 25 mph on some or all of the roadways in the Village of Tuxedo Park. This fee includes up to \$250 in reimbursable expenses such as project-related mileage and tolls. CM anticipates that the draft technical memorandum can be

completed and available for the Village's review 90 days following the Village's authorization of this Proposal.

ASSUMPTIONS

This scope of work and fee are based on the following assumptions:

- The Village of Tuxedo Park will accommodate CM so it is able to safely install the necessary traffic data collection equipment on Village roadways. Some speed data will be collected by a Lidar instrument, which will require CM personnel to be on-site.
- CM may request past speed studies or crash history assessments undertaken by Village of Tuxedo Park (if available and still relevant).
- CM will begin by designating representative streets in pre-determined study areas to inform speed limit recommendations.
- Two virtual meetings with the Village are included in this fee. CM will provide bi-weekly status updates via email.

EXTRA WORK


Scopes of engineering study are subject to change as projects are refined. To the extent possible, CM will attempt to address evolving issues as they arise within this budget. However, there are several instances when additional work may be requested and/or required, which would be billed as "extra work." "Extra work" would only be initiated after the Client is informed of the nature of the work and associated costs. "Extra work" may include the following:

- Modifications to this scope based on meetings with or requests made by the Village.
- Attendance at meetings above and beyond those specified above.
- Coordination with New York State Department of Transportation, Orange County, or any other outside governmental entity for reviews or approvals.
- Any implementation work associated with the recommendation to lower the speed limit, including but not limited to drafting language for ordinances, developing signage plans, estimating quantities of signs, etc.

Thank you for the opportunity to submit this Proposal to conduct a Speed Limit Reduction Study in the Village of Tuxedo Park. If the Proposal is acceptable, please sign and return it for our records. We can begin work immediately upon your authorization.

Respectfully submitted,

Creighton Manning Engineering, LLP



Frank A. Filiciotto, PE
Associate

CONTENTS NOTED AND APPROVED:

CM Proposal No. 24-084

The person signing the proposal represents that he or she is authorized to legally bind the Client for adherence to the standard terms and conditions and for payment of all bills incurred.

Name (Please Print)

Signature Date

Company Name

Telephone

Street

Town/State/Zip

CREIGHTON MANNING ENGINEERING, LLP (CM)

STANDARD TERMS AND CONDITIONS

- ~~• **RETAINER:** We have a policy of requiring an advance fee deposit with respect to the last billing. Of course, if the advance fee deposit exceeds the amount of our final invoice, we will refund the excess.~~
- **DISPUTE RESOLUTION:** In the event of a dispute hereunder, the prevailing party shall be entitled, in addition to damages, to reasonable attorney's fees and costs. By executing this agreement you agree that any dispute hereunder shall be heard in the State or Federal courts in Albany County, New York.
- **BILLING / PAYMENTS:** Invoices for CM's services shall be submitted on a monthly basis. Invoices shall be payable upon receipt. If the invoice is not paid within 30 days CM may, without waiving any claim or right against Client and without liability whatsoever to Client terminate the performance of the service. Retainers shall be credited on the final invoice.
- **LATE PAYMENTS:** Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5 percent (or the legal rate) on the term unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, Client shall pay all costs of collection, including reasonable attorney's fees.
- **INDEMNIFICATIONS:** Client, shall to the fullest extent permitted by law, indemnify and hold harmless CM, his or her officers, directors, employees, agents, and subconsultants from and against all damage, liability and cost, including reasonable Attorney's fees and defense costs, to the extent arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities, or costs to the extent such are attributable to the negligence or willful misconduct of CM and subcontractors/subconsultants.
- **CERTIFICATIONS:** Guarantees and Warranties: CM shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence CM cannot ascertain.
- **LIMITATION OF LIABILITY:** In recognition of the relative risks, regards and benefits of the project to both Client and CM, the risks have been allocated such that Client agrees that, to the fullest extent permitted by law, CM's total liability to Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes to the extent not covered by CM's insurance shall not exceed the total compensation in this agreement. Such causes include, but are not limited, to CM's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.
- **TERMINATION OF SERVICES:** This agreement may be terminated by Client or CM should either party fail to perform its obligations hereunder. In the event of termination, Client shall pay CM for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.
- **OWNERSHIP OF DOCUMENTS:** All documents produced by CM under this agreement shall remain the property of CM and may not be used by Client, for any other endeavor without the written consent of CM.