



Village of Croton-on-Hudson, NY

Request for Proposal

Traffic Engineering Services
Upper Village

Mayor

Brian Pugh

Board of Trustees

Ann H. Gallelli

Amy Attias

Sherry Horowitz

Ian Murtaugh

Village Manager

Janine King

Village Treasurer

Sandra Bullock

Village Clerk

Paula DiSanto

Superintendent of Public Works

Frank Balbi, P.E.

Village Engineer

Daniel O'Connor, P.E.

Introduction

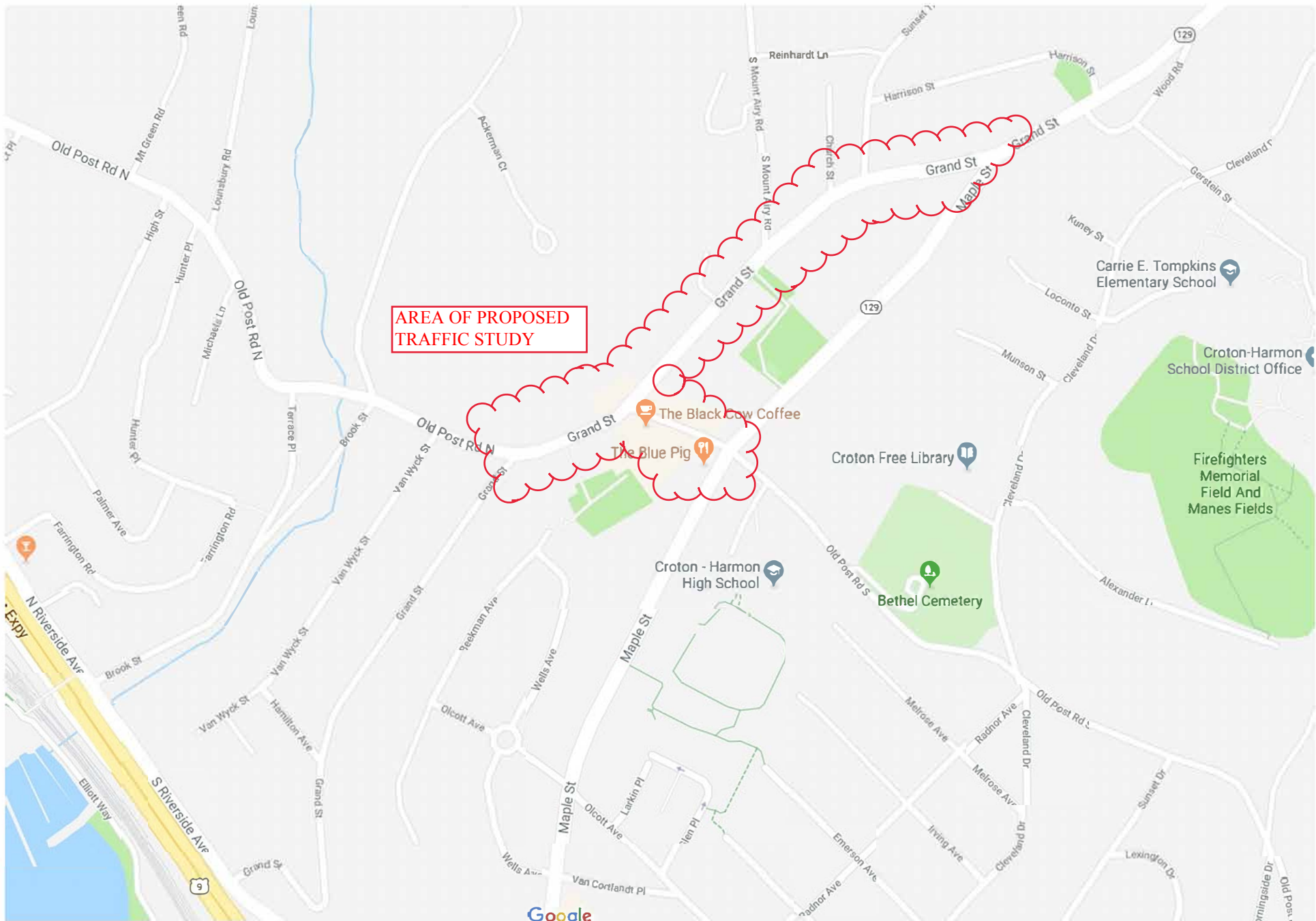
The Village is seeking a consultant to conduct a traffic study in the area known as the Upper Village. This area begins at the intersection of Grand Street and Maple Street and continues northwest along Grand Street until Old Post Road North and continues west along Maple Street until Old Post Road South. Located in this area, at the intersection of Old Post Road South and Grand Street, is one of the last remaining operational dummy traffic lights in the state. See attached map showing the project area.

Due to the uniqueness of this intersection, the Village has issued this request for proposals. A successful proposal will include meetings with Village officials to review historical data, the examination of the area surrounding the intersection, traffic counts to determine the quantity of vehicles traveling through the intersection, an intersection capacity analysis, recommendations for intersection control, as well as a public meeting to present their findings.

All RFPs should be submitted no later than Tuesday, November 27 at 2 p.m. prevailing time to:

Janine M. King
Village Manager
Village of Croton-on-Hudson
1 Van Wyck Street
Croton-on-Hudson, New York 10520.

Proposals may be submitted in-person, by mail or via e-mail to jking@crotononhudson-ny.gov.



SCOPE OF SERVICES:

- The Proposer shall perform a physical examination of the intersection, its environs and the area roadway network and observe traffic patterns under existing conditions during the periods.
- The Proposer shall plan for three meetings with Village staff and one presentation with the Village Board regarding the operation of the intersection.
- The Proposer shall perform traffic counts for a 1-2 hour period during the weekday AM and PM peak commuting periods at the intersection as well as one typical hour on a Saturday and one typical hour on a Sunday. The actual count times shall be discussed with the Village. The traffic counts shall include both vehicular traffic counts and pedestrian traffic counts.
- The Proposer shall perform intersection capacity analyses analyzing the intersection as both a signalized intersection as well as an unsignalized intersection. Other potential traffic conditions such as a roundabout will also be analyzed.
- The Proposer shall analyze the crosswalks in the area and include in the traffic study any recommendations for installation or removal of crosswalks. Additionally, the Proposer shall indicate if the presence of on-demand pedestrian signals is warranted.
- The Proposer shall develop appropriate concepts and provide various alternatives for the intersection, as applicable, keeping the historical nature of the intersection under consideration.
- The Proposer shall prepare the traffic study in a format that is suitable for submission to the Village. The study shall include a written text of the study describing the study methodology and findings as well as a discussion of the advantages and disadvantages of the different methods of vehicular and pedestrian traffic control along with our recommendations. Appropriate graphics including possibly a conception improvement plan shall also be contained in the study.

ADDITIONAL INFORMATION:

- Contractor must have a minimum of five (5) years' experience in providing traffic engineering services to municipal clients.
- Contractors will also meet the enclosed insurance requirements. All insurance certificates shall be submitted at the time the contract is awarded.
- Businesses owned by women or minorities are strongly encouraged to apply.
- Change Orders – The village reserves the right to make changes from time to time in the character of the work and the length of the project, as may be necessary to ensure the completion of the work in the most satisfactory manner.
- No extra work shall be performed without written authorization from the village.
- Contractor shall be responsible for operating all equipment in a safe and prudent manner to prevent any injury or damage to persons or property.

MAINTENANCE STANDARDS AND REQUIREMENTS:

- Personal Protective Equipment – The contractor and all employees of the contractor shall wear all required Personal Protective Equipment as prescribed by OSHA for the work they are performing.
- Work Site Set-up – Roadside warning signs must be placed in accordance to the New York State Department of Transportation requirements if applicable.
- Accidental Damage – Damage to trees, posts, signs, irrigation components, buildings, roadways, sidewalks or vehicles within roadways, and scalping of turf, must be reported to the Village as soon as is reasonably possible, no later than the end of the work day, during which the damage occurred. Any costs for such damage, including replacement materials, labor, etc., shall be the responsibility of the contractor.
- Deviations – If any deviations from these specifications are required, they must be approved by the designated representative.

Payment:

Proposal shall be a lump sum amount. Prices shall be based on hourly rates and should cover full compensation for all labor, tools, equipment, insurance, overhead, and other costs necessary as required and specified herein.

Payments will be processed after submission of invoice and after acceptance of work by the Village.

Order and Direction of Work:

The consultant shall supervise and direct the work efficiently using the best skill and attention and shall be solely responsible for the means, methods, techniques, sequences and procedures of application. The Consultant will be responsible to see that the finished work complies accurately with the Detailed Specifications of this Contract.

Prosecution and Completion of Work:

The proposer to whom the contract is awarded will be required to have all required Insurances submitted and approved by the Village within (10) days after notification by the Village of contract award.

Extra Work:

The contractor shall and will do any work and furnish any materials not herein provided which, in the opinion of the Village or designee, may be found necessary or advisable for the proper completion of the work or the purposes thereof, or any modification or alterations. All extra work and materials shall be ordered in writing by the Village and in no case will any work or materials, in excess of the amount shown by said Contract Documents, be paid for unless so ordered. No claim shall be made for delays caused by extra work.

Acceptance or Rejection of Work:

The Village or designee reserves the right to examine the work and reject any part or all that does not, in the opinion of the Village or designee, meet the specifications.

Qualifications:

Each proposer shall present evidence that he/she is normally engaged in the type of work bid upon and shall satisfy the Village as to their financial qualifications. He/she shall make himself thoroughly familiar with the specifications before submitting this proposal in order that no misunderstanding shall exist in regard to the work to be performed under this contract. No proposal will be considered from proposers who are unable to show that they are normally engaged in the type of work required under this contract.

Traffic Engineering Services

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE (IN NUMERALS)
1	Traffic Study as described in scope of work.	Ea.	_____dollar s And _____cents \$ per lump sum	\$ _____
Total				\$ _____

Total in words: \$ _____

Name of Proposer

Signature of Proposer

Title of Signatory

FORM #2 – PROFESSIONAL REFERENCES

All references listed will be contacted.

Incomplete or outdated information can result in rejection of proposal.

PRINT ALL INFORMATION.

RETURN WITH PROPOSAL SUBMISSION

Company Name _____ Company Contact Name _____

REFERENCES

The Village of Croton-on-Hudson requires that your company list **three (3) professional references** that have recently contracted with your firm for traffic engineering services.

NAME / COMPANY: _____

ADDRESS: _____

PHONE: _____ CONTACT: _____

EMAIL: _____

NAME / COMPANY: _____

ADDRESS: _____

PHONE: _____ CONTACT: _____

EMAIL: _____

NAME / COMPANY: _____

ADDRESS: _____

PHONE: _____ CONTACT: _____

EMAIL: _____

**Village of Croton-on-Hudson
1 VanWyck Street
Croton-on-Hudson, NY 10520**

INSURANCE REQUIRED BY CONSULTANTS

Insurance

A Consultant working for the Village of Croton-on-Hudson must provide the following:

- 1) Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate and including a waiver of subrogation.
- 2) Automobile Liability
 - a) Business Auto Liability with limits of at least \$1,000,000 each accident.
 - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c) Village of Croton-on-Hudson and their agents, officers, directors and employees shall be included as an additional insured
 - d) Also needs to include waiver of subrogation.
- 3) Workers' Compensation and Employers' Liability and N.Y.S. Disability Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Workers Compensation must include a waiver of subrogation.

Note: ACORD form is not acceptable proof of workers compensation coverage; must provide C- 105.2 and Disability to be provided on DB-120.1

- 4) Professional Liability – each occurrence \$2,000,000. and \$2,000,000. annual aggregate. The professional insurance shall cover the professional services rendered to the Village of Croton-on-Hudson by the consultant.
- 5) Consultant acknowledges that failure to obtain such insurance on behalf of the Village of Croton-on-Hudson constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Village of Croton-on-Hudson. The consultant is to provide the Village of Croton-on-Hudson with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the Village of Croton-on-Hudson to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Village of Croton-on-Hudson.

Note: The Village of Croton-on-Hudson and their agents, officers, directors and employees must be listed as additional insured with the exception of the Professional Liability, Workers Compensation and Disability policies and list the specific project. The coverage must be underwritten by an Insurance Company with at least 'A 7' Best rating as defined by A.M. Best. Coverage for the additional insured shall apply as Primary and Non-Contributing Insurance before any other insurance or self-insurance, include any deductible, maintained by, or provided to, the additional insured's.

Village of Croton-on-Hudson

Indemnification and Hold Harmless Agreement

The Contractor shall protect, defend, indemnify, save and hold harmless, and exempt the Village of Croton-on-Hudson, its officers, agents, servants and employees from and against any and all suits, liability suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, professional fees, losses, penalties, settlements, judgments, charges or other expenses or liabilities in connection with or arising directly or indirectly out of this Contract and/or performance hereof and/or work done in performance of this Contract, resulting from or relating to injury to persons, damage to property, death, or actual violation of any statutes, ordinance, administrative order, law rule or regulations, but only to the extent resulting from the negligent acts, errors or omissions of Contractor or it's officers, agents, servants or employees. The Contractor further agrees to investigate, handle, respond to, provide defense for, defend, and indemnify such any claims, etc., at its sole cost and expense and agrees to bear all the other costs and expenses related thereof. The Village reserves the right to retain counsel of its choice at its own expense, or in the alternative, approve counsel obtained by the Contractor at the Contractor's expense.

Consultant/Company Name: _____

Title: _____

Name: _____ Signature: _____

Date: _____

Nature/Scope of Work Being Performed: _____

Please sign, date and return to:

**Village of Croton-on-Hudson
Village Clerk's Office
1 Van Wyck Street
Croton-on-Hudson, NY 10520**

CERTIFICATE OF INSURANCE

_____ hereby certifies that
documentation of insurance coverage meeting the requirements of the
contract documents as stated above will be submitted to the Village of
Croton-on-Hudson within 10 days of the date of the Notice of Award.

Attest:

Contractor Name (print or type)

Signature

CERTIFICATE OF NON-COLLUSION

- A. By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies and, in the case of a joint proposal, each party thereto certifies as to his own organization under penalty of perjury, that to the best of his knowledge and belief:
1. The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, or as to any matter relating to such prices with any other proposer or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed either directly or indirectly to any other proposer or to any competitor prior to opening, and;
 3. No attempt has been made or will be made by the proposer to induce any other person, partnership, or corporation to submit a proposal for the purpose of restricting competition.
- B. A proposal shall not be considered for award nor shall any award be made where A.1, 2, and 3 above have not been complied with provided, however, that if in any case the proposer cannot make the foregoing certification, he shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. Where A.1, 2, and 3 above have not been complied with, or a signed statement furnished, the proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the Village of Croton-on-Hudson, or his designee, determines that such disclosure was not made for the purpose of restricting competition.
- C. The fact that the proposer: (a) has published price lists, rates, or tariffs covering items being procured; (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items; or (c) has sold the same items to other customers at the same prices being bid; does not constitute, without more, a disclosure within the meaning of A.2 above.

Date

Signature

Title