

August 11, 2023

Mr. Tom J. Posella Jr., P.E.  
Director of Municipal Operations  
Village of Skaneateles  
26 Fennell Street  
Skaneateles, New York 13152

Re: Fennell Street/Jordan Street Intersection  
Village of Skaneateles

File: 164.014.001

Dear Tom:

At your request we started reviewing alternatives to improve pedestrian safety at the intersection of Fennell Street and Jordan Street, specifically the lengthy crosswalk across the Fennell Street leg. An original concept included reducing this specific crossing distance by removing the right turn only lane onto Jordan Street using curb bump-outs, creating a single shared turn lane, and removing the three (3) parking spaces on the northwest corner of Fennell Street. This would decrease the Fennell Street crossing distance by approximately 12 feet.

Based on further analysis, site observation and feedback from a July 17 meeting with Village DPW staff, it was determined that this concept is not feasible and would greatly disrupt the vehicular movements of the intersection, thus making it more unsafe. This intersection has high traffic volumes and is navigated by large trucks making deliveries to adjacent establishments. Reducing the dual right and left turn lanes on Fennell Street to one (1) single shared turn lane would greatly increase delays and queues for vehicular traffic looking to turn onto Jordan Street, especially during the summer months. The existing geometry of the intersection presents difficult turning movements for trucks looking to enter and exit Fennell Street to/from Jordan Street. In many cases, trucks need to cross over travel lanes in order to negotiate these movements. Reducing the width of the Fennell Street crosswalk with curb bump-outs would only degrade these movements even further, thus creating additional conflict points with queued traffic and pedestrians. Winter snow storage and removal only exasperates the concern expressed by the DPW staff.

Moving the focus to the overall pedestrian movements at the intersection, the discussion turned to the faded crosswalk on the southern leg of Jordan Street. Visual observation and history shows people cross this leg at several locations, in many instances from between parked cars along Jordan Street. This crossing can be enhanced utilizing curb bump-outs where parking spaces have already been removed for planters and enhanced pavement markings/signage. Installing a crosswalk to cross the northern leg of Jordan Street, on either side of the driveway accessing the public parking lot, can also be analyzed. This could reduce the amount of pedestrians crossing the lengthy Fennell Street crosswalk, even though it's not stop controlled. Regarding intersection control, a stop sign can be evaluated for the southbound



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movement on Jordan Street, at the location of the potential crosswalk. A full traffic signal, with pedestrian signals, can also be looked at. Any traffic signal would need to be coordinated with the NYSDOT owned traffic signal at the NYS Route 5 intersection. As you are aware, Jordan Street is an Onondaga County route so improvements will need to be vetted through the Onondaga County DOT.

We look forward to continue to work with the Village on proposed improvements at this intersection to increase overall safety.

Should you have any questions, please call me at (315) 457-5200.

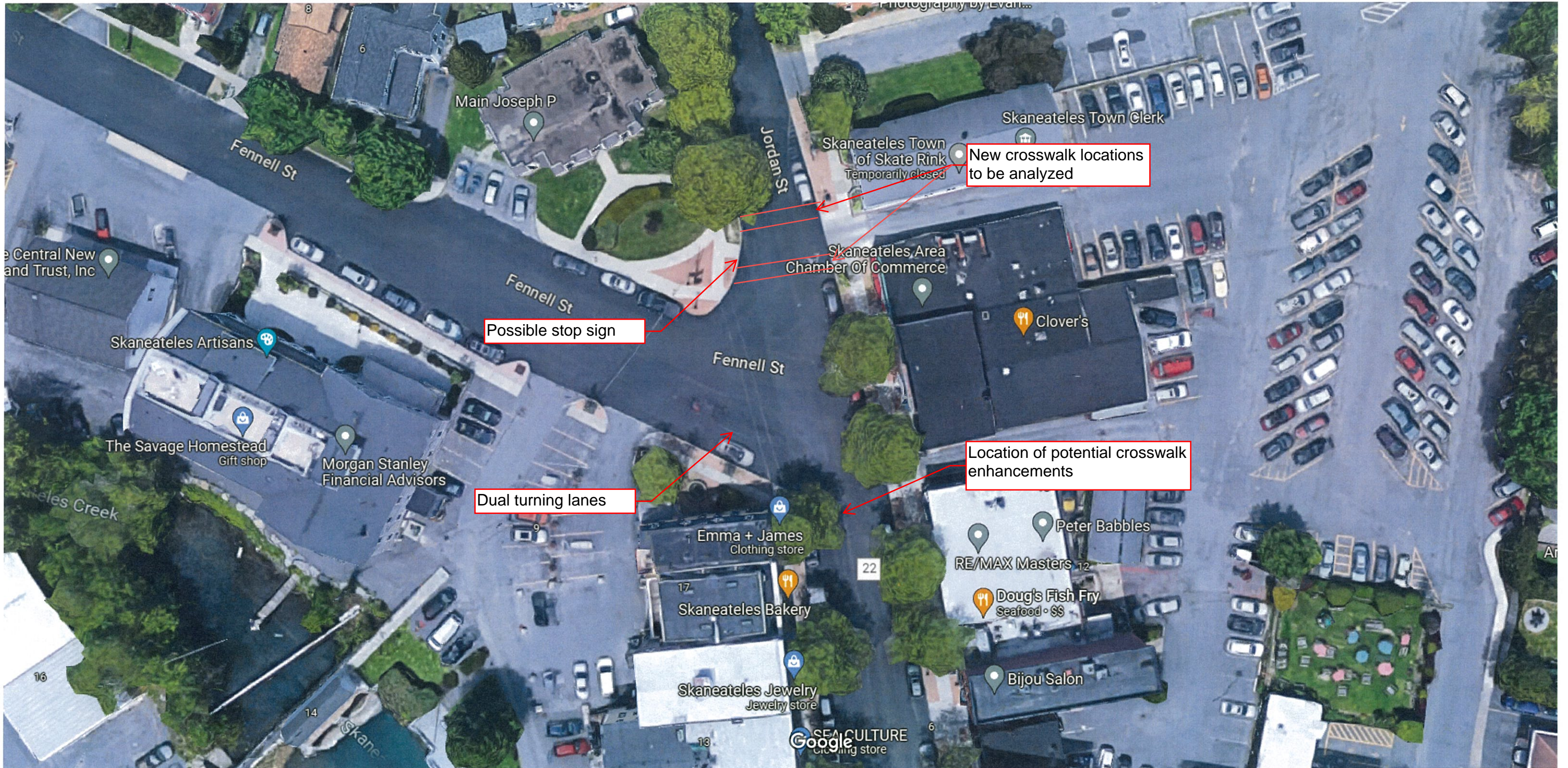
Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in blue ink, appearing to read 'Mark C. Budosh', written in a cursive style.

Mark C. Budosh, P.E.  
Senior Associate

MCB/jjb



November 17, 2023

Thomas J. Posella, Jr., P.E.  
Director of Municipal Operations  
Village of Skaneateles  
3829 Fennell Street  
Skaneateles, New York 13152

Re: 2023 Transportation Alternatives Program (TAP) Grant  
Funding Application Development Assistance – E. Lake Street Pedestrian Improvements

File: 164.016.001

Dear Tom:

Barton & Loguidice, D.P.C. (B&L) is pleased to present this proposal to assist the Village of Skaneateles with the development of the TAP Grant Application. Services to be provided under this agreement are discussed in detail in the following scope of services. It is understood that the scope of service tasks mentioned herein will need to be completed by the TAP Grant application deadlines. B&L is very familiar with the NYSDOT funding application process as we have completed over 220 TAP/CMAQ and BridgeNY applications in the last five (5) years.

## Scope of Services

B&L staff will assist the Village of Skaneateles in the development and submission of the 2023 TAP Funding Grant application. The TAP application will be based on pedestrian improvements along East Lake Street between Genesee Street and the Village Line as well as a 600 foot sidewalk connection between Prentiss Drive and West Lake Street. The following scope tasks are included:

- B&L to collect and summarize relevant traffic (from the Village and/or NYSDOT) for the proposed corridor.
- B&L will visit the site to collect existing data and site photos. Google Maps Streetview imagery to be used to supplement site photos as needed.
- B&L to prepare a conceptual design rendering for a specific location along Broad Street.
- B&L to prepare TAP Pre-Application and FINAL application for the Village of Skaneateles, including all required information, cost estimates and write-ups.
- Following the Village's Pre-Application submittal to the NYSDOT for review on November 28th, B&L to address any comments from the NYSDOT to be included in the FINAL application due January 9th.
- Village to provide community support letters and 20% local funding match confirmation documentation



### Assumptions

- The Village will submit the Pre-Application TAP to the NYSDOT.
- The Village will submit the FINAL TAP application through Grants Gateway.
- Two (2) meetings will be required with the Village, one (1) in-person and one (1) via Zoom.
- One (1) site visit to collect photos and technical data.
- Traffic data will be provided by the Village and/or NYSDOT.
- Survey/Mapping not included (by supplement following grant award).
- Preliminary Design, Final Design and Construction Inspection not included (by supplement following grant award).

### Fee Estimate

Fee estimate is presented below. B&L proposes to invoice the Village of Skaneateles monthly on a time and expense basis based on the current rates in effect at the time of the services. Monthly updates will be prepared to provide a status of the remaining fees based on the development of the TAP Grant application.

Total Estimated Fee: \$5,500

Please contact our office if you have any questions. If you agree with this proposal, please sign the authorization below and return a signed copy to our office for our records. We look forward to working with you on this TAP Grant application.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in blue ink, appearing to read 'Mark C. Budosh', is written over a horizontal line.

Mark C. Budosh, P.E.  
Senior Associate

MCB/tlh

Attachments

### Authorization

Barton & Loguidice, D.P.C. is hereby authorized by the Village of Skaneateles ("Owner") to proceed with the services described herein in accordance with the attached Terms and Conditions.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Barton & Loguidice  
Billing Rates For Calendar Year 2023



Travel by passenger vehicle ..... IRS standard mileage rate  
 Overnight travel & subsistence ..... at cost  
 Telephone, postage, overnight delivery, etc. .... at cost  
 In-house printing ..... Unit rate schedule for printed material  
 Field equipment & expendables ..... Unit rate schedule  
 Unmanned Aircraft Systems (UAS) ..... \$300/day  
 Outside services including lab services & printing ..... Cost plus 15%

Billing Title	Billing Code	2023 Billing
		Rate
Executive Manager	P12	285.00
Manager V	P11	245.00
Manager IV	P10	220.00
Manager III	P9	205.00
Manager II	P8	195.00
Manager I	P7	185.00
Professional VI	P6	170.00
Professional V	P5	153.00
Professional IV	P4	138.00
Professional III	P3	126.00
Professional II	P2	114.00
Professional I	P1	98.00
Technician VII	T7	152.00
Technician VI	T6	143.00
Technician V	T5	128.00
Technician IV	T4	117.00
Technician III	T3	105.00
Technician II	T2	90.00
Technician I	T1	78.00
Construction III	C3	143.00
Construction II	C2	121.00
Construction I	C1	108.00
Technical Assistant III	TA3	106.00
Technical Assistant II	TA2	90.00
Technical Assistant I	TA1	77.00

**STANDARD TERMS AND CONDITIONS**  
**for**  
**PROFESSIONAL CONSULTANT SERVICES**  
**provided by**  
**BARTON & LOGUIDICE, D.P.C. ("Consultant")**

The OWNER and the CONSULTANT, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

**1.0 Basic Agreement**

Consultant shall provide, or cause to be provided, the Services set forth in the proposal (PROPOSAL) to which these terms and conditions are attached, and Owner shall pay Consultant for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions is referred to herein as "Agreement".

**2.0 General Considerations**

A. The standard of care for all professional or related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Consultant shall commence to provide its services upon the full execution of this Agreement and shall provide those services within a reasonable time. In no event shall Consultant be obligated to perform services on a schedule which, in the Consultant's professional judgement, does not provide Consultant sufficient time to perform in accordance with the aforesaid standard of care.

C. All design documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants Owner a limited license to use the instruments of service exclusively (1) performance of design or operation, (2) for Project construction as is the intended purpose of the documents, and (3) for the purpose of maintenance and repair of the Project, or (4) other documents, reports, details and plans as defined in the project Scope of Work.

D. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant 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 laws and regulations applicable to contractor's work.

E. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

F. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decisions regarding, or interpretations or clarifications of, the construction contract or Instruments of Service made by Owner or any third party without the advice and consultation of Consultant.

G. If the Construction Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant. The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

H. Unless otherwise included under this Agreement, the parties acknowledge that Consultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). Owner represents to Consultant that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at the Site, except as expressly disclosed to the Consultant in writing. If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. The services to be provided by Consultant under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Consultant are understood by the parties to this Agreement to be strictly engineering or other technical opinions, advice, information or recommendations. Consultant is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

J. The Consultant shall not be required to execute certificates, guarantees, warranties or make representations that would, in its professional judgment, require knowledge, services or responsibilities beyond the scope of this Agreement.

K. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

L. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employee's, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant pursuant to the PROPOSAL, whichever is greater, (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these limitations apply to any and all liability or cause of action.

**3.0 Payment for Services**

Consultant will prepare a monthly invoice in accordance with Consultant's standard invoicing practice and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. Consultant may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

**4.0 Additional Services**

Additional services may be required in Consultant's professional judgement because of changes in the Project, or unforeseen circumstances. The Consultant shall furnish services in addition to those set forth in the PROPOSAL if mutually agreed by Owner and Consultant. Owner shall pay Consultant for any Additional Services provided as follows: (1) as may be mutually agreed to in writing, or (2) in the absence of a mutual agreement an amount equal to the cumulative hours charged to the Project by each member or each class of Consultant's employees engaged in providing the Additional Services times the Consultant's hourly billing rates for each applicable billing class in effect at the time the Additional Services are performed; plus reimbursable expenses and charges for Consultant's Subconsultants, if any.

**5.0 Dispute Resolution**

Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Consultant agree that they shall first submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Consultant agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 150 days of the date of notice by either party of the existence of the dispute. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to an alternative dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

**6.0 Accrual of Claims**

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, or failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work (or similar notice of the final completion of the Project) for acts, failures to act or failures to perform occurring after Substantial Completion.

**7.0 Controlling Law**

This Agreement is to be governed by the law of the state in which the project is located.

**8.0 Successors, Assigns, and Beneficiaries**

Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted herein the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This provision shall not preclude Consultant from retaining Subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

**9.0 Termination**

If Consultant's services related to the project are terminated for any reason, Consultant shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the Owner, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

**10.0 Total Agreement/Severability**

This Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. If any term or condition of this Agreement shall, to any extent, be found invalid, void or unenforceable, the remaining provisions shall remain in full force and effect to the extent allowed by applicable law.