

January 10, 2013

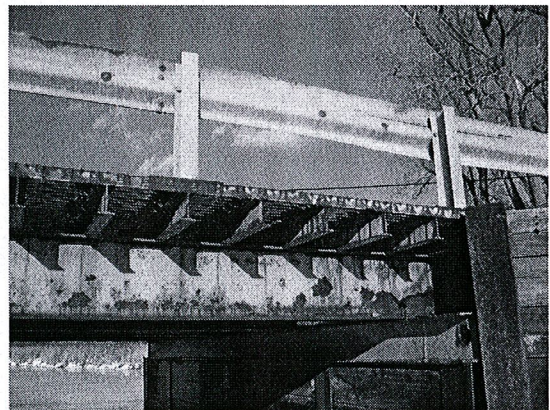
Mr. Richard Reyn, Superintendent of Highways
Town of Huron
10880 Lummisville Road
Wolcott, NY 14590
Via email: rreyn@townofhuron.org

**RE: PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES
SLAGHT ROAD EAST BAY CREEK CROSSING
TOWN OF HURON, NEW YORK**

Dear Mr. Reyn:

Thank you for contacting MRB Group with regard to the above referenced Request for Proposal. It was a pleasure to meet you at the site on Wednesday to review the project. We are pleased to offer this proposal for engineering services to assist your department with this project.

I. Project Understanding and Approach



The existing structure is a roughly 20 foot span over the stream. It is constructed of 2 inch thick galvanized steel deck grating on 6 inch deep steel purlins at 16 inches on center bearing on five (5) main longitudinal beams that are 18 inches deep. The main beams are supported on a steel cap beam across steel H-piles. Wood lagging between the H-piles retains the soil behind. The wing walls are constructed of the same H-pile and wood lagging system. There is a natural stream bed below the structure.

The roadway alignment is relatively straight and level at the bridge location. There do not appear to be any sight distance problems. The crossing runs along a roughly east/west alignment.

Per our discussion, and a welded date on the steel, we understand this construction was performed by the Town of Huron (Town) and Wayne County in 1988. Since that time, the main steel beams have begun to corrode. The central main beam has holes through the web at the west end above the bearing location. The remainder of the steel superstructure has varying degrees of corrosion and peeling paint. The main beams appear to be losing cross section due to the corrosion, and hence their structural capacity has been reduced.

Due the depth of water and the time of year, we could not get under the structure for a closer inspection of the corrosion and measurement of section loss.

The Town has installed signs and barricades closing the crossing to traffic as a precaution based on these existing conditions.

It is our understanding that you wish to repair this structure utilizing Town labor and equipment resources in a fashion similar to that of the Slaght Road – Mill Pond crossing which we assisted you with last year. You are seeking engineering services to design a replacement superstructure consisting of new asphalt/aggregate topping, steel plate deck, and steel support beams. We obtained the necessary information during our visit to begin this design process. You had also noted that you can obtain salvaged steel beams for use in this project, and we inspected the proposed beams at Empire Wrecking on Route 104, Ontario New York.

Our approach in supporting you with design services on this project will be similar to that we provided on the previous Slaght Road – Mill Pond structure. The following Scope of Services is based on this information.

II. Scope of Services

MRB will perform the following work related to this project:

- A. Inspect the existing structure and document conditions as described above. (Performed on Wednesday)
- B. Design the replacement super structure for the crossing. This will include:

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1. Design a roadway cross section of asphalt, aggregate fill, and steel plate structural deck.
 2. Using the properties of the desired salvage steel beams, determine a spacing and configuration of the new beams on the existing pile abutments to meet loading requirements.
 3. Based on the apparent good condition and relatively recent construction (1988) of the abutments, at your request we have not included analysis or assessment of the abutments in our scope. Our design will be based on the assumption that the abutments are adequate. As they are of driven pile construction, with no apparent soil settlement or failure of the wood lagging, we also presume there are no scour problems below them.
- C. The design will be based on New York State Department of Transportation (NYSDOT), American Association of State Highway Transportation Officials (AASHTO), and other applicable codes.
- D. We will utilize roadway loadings and surcharges, as applicable, per NYSDOT and AASHTO recommendations.
- E. Per your request, we will design the replacement superstructure of the crossing only. Design and verification of the abutments as well as non-structural features such as guide rail, drainage, and sight distances are not included.
- F. We will provide CAD drawings of the design for your use in construction and record purposes.
1. These drawings will be stamped by a Professional Engineer licensed in the State of New York.
 2. These drawings will be of a level of detail and annotation sufficient for construction by Town Forces, but not for public bidding. Technical specifications are not anticipated to be necessary.
- G. We will attend one (1) public meeting to present and discuss the design with the officials of the Town of Huron, if requested.
- H. We will support you during construction by responding to questions or unforeseen conditions should they arise. We will plan for (1) site visit during construction if requested.

III. Additional Services

The following services were not requested and therefore are not included within the scope of this proposal. However, these services can be provided for an additional fee;

- A. Detailed design reports. We understand the Town will not be seeking funding from other agencies for this project, and hence no condition or design reports are required. If required by a funding agency, we can provide these services.
- B. Surveying and geotechnical investigation.
- C. Verification of the hydraulic capacity of the crossing opening.
- D. Preparation of any easement documents.
- E. Preparation of a Storm Water Pollution Prevention Plan, if necessary.
- F. Preparation of a Short Environmental Assessment Form to assist the Town Board with the State Environmental Quality Review of the project.
- G. Natural or cultural resources investigation or documentation services as they may relate to any SEQR requirements.
- H. This proposal does not include design or analysis of dewatering or construction protection features or structures.
- I. Preparation of drawings and/or technical specifications for public bidding of the construction.
- J. Bidding-related services.
- K. Construction Administration services if the work is bid.
- L. Construction Observation services.
- M. Preparation of as-built drawings is not included in our scope, as the Town is anticipating performing the installation. Likewise, as-built surveying is assumed to be provided by others if required.

IV. Commencement of Work

We understand that you wish to have the design complete and ready for implementation in advance of this year's construction season. Therefore, MRB Group will begin work on the replacement structure design upon your

authorization. We anticipate completion of the construction documents within four (4) weeks after receipt of an executed copy of this proposal.

V. Compensation

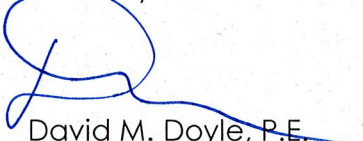
We propose to complete the above scope of work for the lump sum amount of \$4,200.00

VI. Standard Terms and Conditions

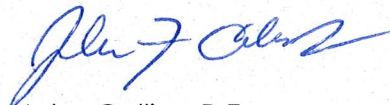
Attached hereto and made part of this Agreement is MRB Group's *Standard Terms and Conditions*.

If this proposal is acceptable to you, please sign where indicated and return one copy to our office. We have included an additional copy for your records. Thank you for your consideration of our firm. We look forward to working with you again on this project.

Sincerely,



David M. Doyle, P.E.
Vice-President
MRB Group



John Collins, P.E.
Project Manager/Structural Engineer

Attachment
C: File

J:\630006\Ltrs-Proposals\Prp130110_Huron_Slaght Rd_East Bay.doc

PROPOSAL ACCEPTED FOR THE _____ BY:

Signature

Title

Date

MRB GROUP, ENGINEERING, ARCHITECTURE, SURVEYING, P.C.
AGREEMENT FOR PROFESSIONAL SERVICES
STANDARD TERMS AND CONDITIONS

A. TERMINATION

This Agreement may be terminated by either party with seven days written notice in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. If this Agreement is so terminated, the Professional Services Organization (hereinafter referred to as P.S.O.) shall be paid for services performed on the basis of his reasonable estimate for the portion of work completed prior to termination. In the event of any termination, the P.S.O. shall be paid all terminal expenses resulting therefrom, plus payment for additional services then due. Any primary payment made shall be credited toward any terminal payment due the P.S.O. If, prior to termination of this Agreement, any work designed or specified by the P.S.O. during any phase of the work is abandoned, after written notice from the client, the P.S.O. shall be paid for services performed on account of it prior to receipt of such notice from the client.

B. OWNERSHIP OF DOCUMENTS

All reports, design drawings, specifications, field data and other documents prepared by the P.S.O. are Instruments of Service. The Instruments of Service prepared under this Agreement shall become the property of the client, except as set forth below, upon completion of the services and payment in full of all monies due to the P.S.O. The client may utilize the drawings and specifications with respect to the construction, maintenance, repair and modifications to the Project, and may also reuse the drawings and specifications with respect to any other purpose. However, the client agrees to the fullest extent provided by law to indemnify and hold harmless the Engineer, its officers, directors, employees and sub-consultants from any claims arising from the client's use of the Project drawings and specifications that have been created by the P.S.O., but only to the extent that they have been changed, modified, or corrected in any manner by any other design professional or entity or if used for any purpose other than the Project. The client also agrees to waive any claims against the P.S.O. to the extent that it reuses the drawings and specifications with respect to any other purpose other than the construction, maintenance, repair and modifications to the Project. Notwithstanding the foregoing, to the extent that the drawings and specifications include data, information or material that has been used and is being used generally in the P.S.O.'s business practice and has not been developed specifically for the client, the P.S.O. is entitled to continue to use such data, information and material as part of its usual business practices and ownership of such data, information and material shall continue to reside in the P.S.O.

C. ESTIMATES

Since the P.S.O. has no control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the P.S.O. does not guarantee the accuracy of such estimates as compared to the Contractor's bid or the project construction cost.

D. INSURANCE

The P.S.O. agrees to procure and maintain insurance at the P.S.O.'s expense, such insurance as will protect him and the client from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the negligent performance by the P.S.O. or his representative.

E. INDEPENDENT CONTRACTOR

The P.S.O. agrees that in accordance with its status as an independent contractor, it will conduct itself with such status, that it will neither hold itself out as nor claim to be an officer or employee of the client, by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the client, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits or Social Security coverage.

F. SUCCESSORS AND ASSIGNS

The client and the P.S.O. each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the client nor the P.S.O. shall assign, submit or transfer his interest in this Agreement without the written consent of the other.

G. P.S.O. NOT RESPONSIBLE FOR SAFETY PROVISIONS

The P.S.O. is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The P.S.O. is not responsible for the Contractor's failure to execute the work in accordance with the Contract Drawings and/or Specifications.

H. INVOICES AND PAYMENT

Client will pay MRB Group, Engineering, Architecture, Surveying, P.C. for services in respect of the period during which Services are performed in accordance with the fee structure and work estimate set forth in the proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the proposal or contract. All invoices are due upon receipt. Any invoice remaining unpaid after 30 days will bear interest from such date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If client fails to pay any invoice when due, MRB may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of Services upon ten (10) days prior written notice by MRB to client. Notwithstanding any termination of Services by MRB for non-payment of Invoices, Client shall pay MRB in full for all Services rendered by MRB to the date of termination of Services plus all interest and termination costs and expenses incurred by MRB that are related to such termination. Client shall be liable to reimburse MRB for all costs and expenses of collection, including reasonable attorney's fees.

I. FEES REQUIRED FROM JURISDICTIONAL AGENCIES

MRB Group, P.C. is not responsible for nor does the Compensation Schedule established in the Agreement include fees or payments required of jurisdictional agencies. The client herein agrees to pay all application, entrance, recording and/or service fees required by said agencies.

J. P.S.O. NOT AN EMPLOYEE

The P.S.O. agrees not to hold himself out as an officer, employee or agent of the Owner, nor shall he make any claim against the Owner as an officer, employee or agent thereof for such benefits accruing to said officers, employees or agents.

K. INDEMNITY

The Owner will require any Contractor and Subcontractors performing the work to hold it harmless and indemnify and defend the Owner and P.S.O., their officers, employees and agents from all claims resulting from the Contractor's negligence in the performance of the work.

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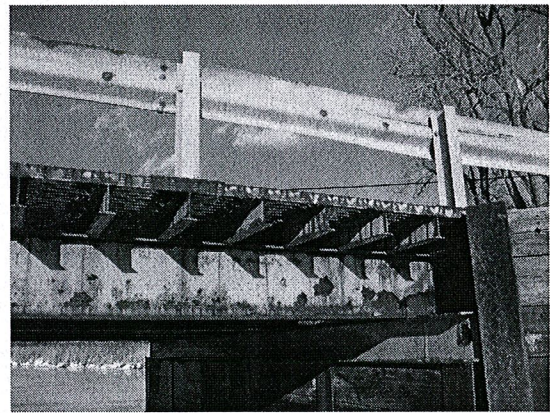
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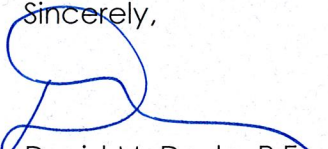
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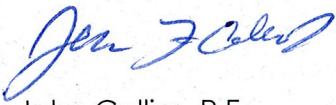
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Sincerely,



David M. Doyle, P.E.
Vice-President
MRB Group



John Collins, P.E.
Project Manager/Structural Engineer

Attachment
C: File

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PROPOSAL ACCEPTED FOR THE _____ BY:

Signature

Title

Date

MRB GROUP, ENGINEERING, ARCHITECTURE, SURVEYING, P.C.
AGREEMENT FOR PROFESSIONAL SERVICES
STANDARD TERMS AND CONDITIONS

A. TERMINATION

This Agreement may be terminated by either party with seven days written notice in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. If this Agreement is so terminated, the Professional Services Organization (hereinafter referred to as P.S.O.) shall be paid for services performed on the basis of his reasonable estimate for the portion of work completed prior to termination. In the event of any termination, the P.S.O. shall be paid all terminal expenses resulting therefrom, plus payment for additional services then due. Any primary payment made shall be credited toward any terminal payment due the P.S.O. If, prior to termination of this Agreement, any work designed or specified by the P.S.O. during any phase of the work is abandoned, after written notice from the client, the P.S.O. shall be paid for services performed on account of it prior to receipt of such notice from the client.

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The P.S.O. agrees to procure and maintain insurance at the P.S.O.'s expense, such insurance as will protect him and the client from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the negligent performance by the P.S.O. or his representative.

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