

May 4, 2023

Hon. Bob Green
Town of Bristol
6740 County Road 32
Canandaigua, NY 14424

**RE: PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES
EGYPT ROAD IMPROVEMENTS
TOWN OF BRISTOL, NEW YORK**

Dear Bob:

After meeting with the Town Highway Superintendent, it is our understanding that the Town was awarded a grant to aid with the construction of the improvements to Egypt Road. Pursuant to that, MRB Group is pleased to offer this proposal for engineering services to assist the Town in improving a section of Egypt Road (generally between the intersections of Morrow Hill Road and Chipmunk Drive) by shifting the centerline of the road away from the steep slope, adding gutter, guide rail, under drains, storm sewers and including stabilization of the steep slopes. As we discussed, MRB Group will provide professional engineering services to you related to the design and construction of the highway and slope improvements.

I. Project Overview

The project will entail stabilizing the steep slopes adjacent to Egypt Road as well as moving the center line of the road to the east, adding gutters, storm sewers, underdrains and guiderail. It appears that the slope failure is a result of a combination of poor drainage/soils and a die off of the trees that were holding the slope in place. It is planned to replace the poorly draining soils that have failed with a free draining structural fill and then stabilize with a concrete Flexi-mat system. The design of the improvements will require a topographic survey, a geotechnical investigation, and a site layout. It is our understanding that this work would be completed by Town Forces.

II. Scope of Services and Compensation

A. Preliminary Design Phase:

1. Topographic Survey to include (\$10,000 – to be performed by sub-consultant):

- i. Research of office records and Ontario County Clerk's Office
 - ii. Tie project to NYSCORS Network
 - iii. Tie to existing filed survey maps to establish ROW of Egypt Road
 - iv. Topographic and location survey of the above described section of Egypt Road based on a corridor length of 1200± feet; see attached Figure 1 for survey limits.
2. Geotechnical Investigation/Letter Report to include (\$4,000 – to be performed by sub-consultant):
- i. Visit the site to observe the failure mechanism, walk the slope and note the types of failure mechanisms. Review survey to conform field crew picked up the salient geotechnical features.
 - ii. Review design concept of offsetting the roadway into the uphill slope to determine if it is a reasonably competent solution.
 - iii. Consult on the drainage features and grading plans. Prepare and submit a letter report documenting our findings and judgments.
3. Prepare a site layout based on the Town's typical pavement section and typical road section that includes two 11-foot lanes, gutters and a guiderail, typical sections, critical sections, storm sewers (and drainage calculations) and underdrains, miscellaneous details, and an erosion and sediment control plan for the improvements to Egypt Road.

Total Compensation.....\$35,500.00

The cost figures shown above represent our lump sum and hourly not to exceed amount. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group shall submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group Standard Rates are subject to annual adjustment.

III. Additional Services

The following items, not included in the above services can be provided on a personnel time-charge basis but would only be performed upon receipt of your authorization.

- A. Construction phase services
- B. Final Design services related to assembling contract documents for public bidding (plans and specifications)
- C. Bidding services
- D. Construction Administration and Construction Observation
- E. Permitting and permit fees
- F. Printing

IV. Commencement of Work

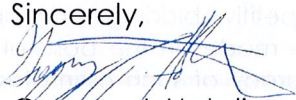
Upon receipt of this signed proposal, MRB Group will begin work on the project.

V. 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. We look forward to working with you on this project.

Sincerely,


Gregory J. Hotaling, P.E.
Sr. Project Manager


James J. Oberst, P.E.
Executive Vice President/C.O.O.

<https://mrbgroup365.sharepoint.com/sites/Proposals/Shared Documents/Letter Proposals/2023/gjh-Egypt Road Slope Stab.docx>

PROPOSAL ACCEPTED BY:

Signature Title Date

**MRB GROUP, ENGINEERING, ARCHITECTURE, SURVEYING, D.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, drawings, specifications, computer files, field data and other documents prepared by the P.S.O. are instruments of service and shall remain the property of the P.S.O. The client shall not reuse or make any modification to the instruments of service without the written permission of the P.S.O. The client agrees to defend, indemnify and hold harmless the P.S.O. from all claims, damages, liabilities and costs, including attorneys' fees, arising from reuse or modification of the instruments of service by the client or any person or entity that acquires or obtains the instruments of service from or through the client.

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, D.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

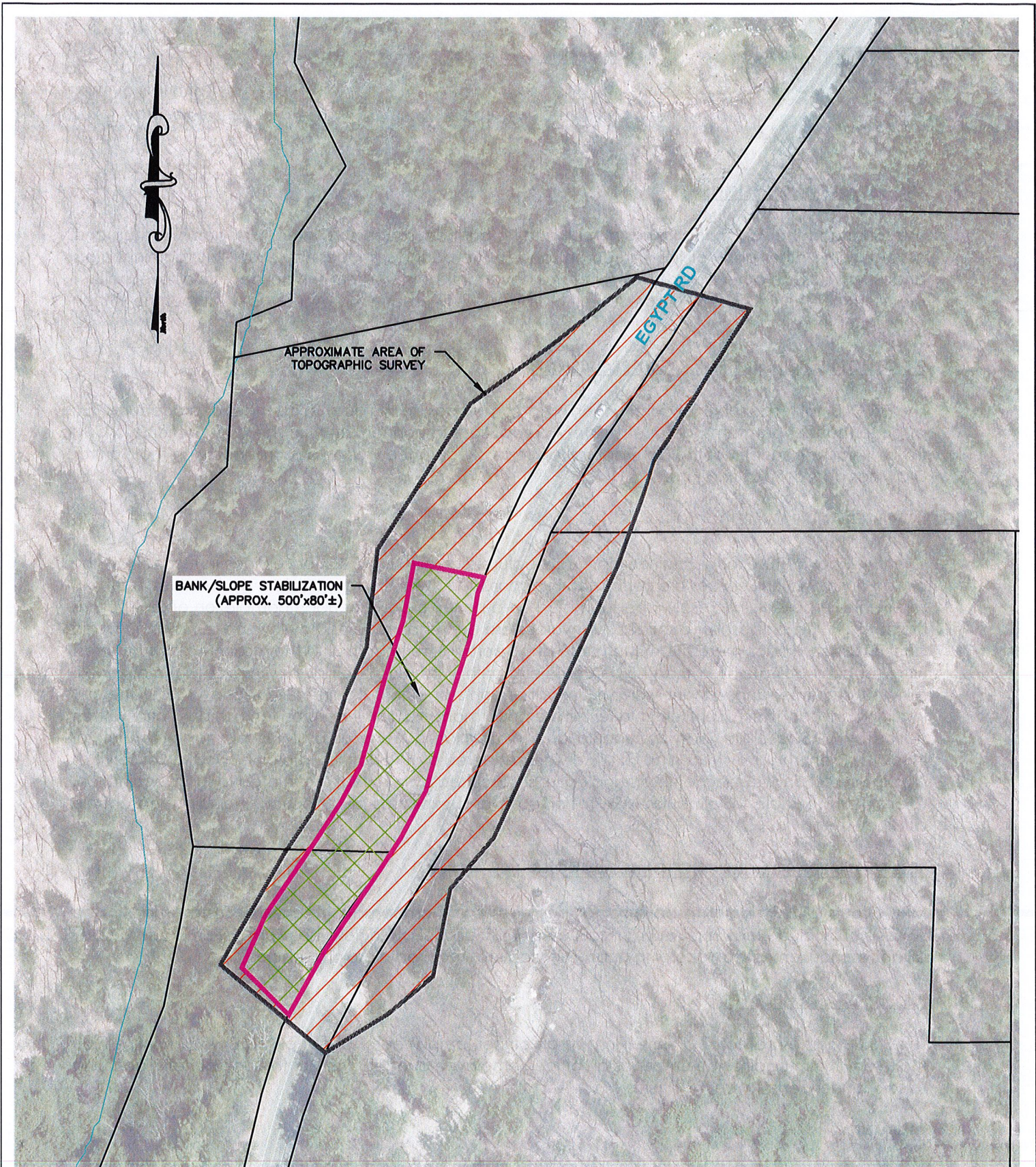
MRB Group, D.P.C. is not responsible for nor does the Compensation Schedule established in the Agreement include fees or payments required of jurisdictional agencies. The client herein agrees to pay all application, entrance, recording and/or service fees required by said agencies.

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.



REVISED 5.01.2023

SCALE:
1" = 150'

DATE:
7/11/2022

PROJECT No.
0210.13000

PROJECT NAME

**EGYPT ROAD
 TOWN OF BRISTOL, ONTARIO COUNTY
 SWALE STABILIZATION
 SITE LOCATION MAP**

MRB | *group*

Engineering, Architecture & Surveying, D.P.C.

The Culver Road Armory, 145 Culver Road, Suite 160, Rochester, New York 14620
 Phone: 585-381-9250
www.mrbgroup.com

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DRAWING ALTERATION
 THE FOLLOWING IS AN EXCERPT FROM THE NEW YORK EDUCATION LAW ARTICLE 145 SECTION 7209 AND APPLIES TO THIS DRAWING.
 "IT IS A VIOLATION OF THIS LAW FOR ANY PERSON UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE SEAL OF AN ENGINEER OR LAND SURVEYOR IS ALTERED, THE ALTERING ENGINEER OR LAND SURVEYOR SHALL AFFIX HIS SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS SIGNATURE AND THE DATE OF SUCH ALTERATION AND A SPECIFIC DESCRIPTION OF THE ALTERATION."