



July 28, 2020

Mr. Frederick Comstock
Highway Superintendent
Town of Johnsburg Highway Department
Email: hwy1@johnsburgny.com

RE: Proposal for Design Services
Rehabilitation of Hudson Street Over Paintbed Brook
Town of Johnsburg
Warren County, New York
JMT Job No. 20-01444

Dear Mr. Comstock:

JMT of New York, Inc. (JMT) is pleased to provide engineering design services in support for the rehabilitation of Hudson Street Road Over Paintbed Brook.

We propose to provide the following Scope of Services:

Phase 2 – Superstructure Design

1. JMT will provide engineering design services for the above referenced project in regard to the superstructure. The scope of the services will include, but not be limited to, the following items:
 - a. Verify existing Town owned replacement beams (W12x35) are an adequate replacement size for the superstructure by conducting a Level One Load Rating Analysis.
 - b. Provide engineering drawings signed and sealed by a licensed engineer to guide the Town Highway forces in the replacement of the superstructure. The documents will provide information to the Town's in-house fabricator to produce the required detailing shown on the drawings for the superstructure. The engineering documents in which JMT will provide to the Town will include the following:
 - i. Superstructure Plan Sheet
 - ii. Transverse Bridge Section & Details Sheet
 - iii. End Diaphragm & Bearing Details Sheet

FEES

Following are estimated engineering fees to perform the scope of work as previously described.

Phase 1 – Superstructure Design **\$ 8,900.00**

ASSUMPTIONS

- JMT will provide a design to maximize the material already purchased for the superstructure replacement. Once JMT's analysis has been completed, it may reveal that additional material will be required above and beyond what is included in the Town's inventory for this structure.
- Onsite consultation during the fabrication process is not included within the scope. If desired, it can be billed on a time and material basis, at the rates listed below or by a supplemental agreement.
- The drawings are intended to guide the Town forces in reconstructing the existing superstructure. The drawings will not be produced to a level adequate for bidding purposes.
- The cost does not include producing As-Built drawings once construction is completed.
- The superstructure clear roadway width is assumed to consist of two 10-foot travel lanes and two 2-foot-wide shoulders which would provide a total clear roadway width of 24 feet between face of guide rails.
- The deliverable will include 2 full size printed sets (22"x34") and an electronic copy.

JMT proposes to be reimbursed for professional engineering services to be performed for the Town of Johnsbury based on a not to exceed amount described in the fees section of this proposal. Project billing will occur on a time and material basis and will not exceed the quoted amount unless a change in scope is requested by the Client. Included below is a list of personnel that would be associated with this project.

<u>Title</u>	<u>Rate</u>
Section Head	\$175/hr
Surveyor	\$130/hr
Project Engineer	\$125/hr
Design Engineer	\$95/hr
Engineering Tech / Drafter	\$85/hr
Administrative Assistant	\$55/hr
Mileage	At Federal Rate
Non-Salary Expenses	At Cost

REPRODUCTION COSTS

Paper Prints	8.5" x 11"	\$0.08
	11" x 17"	\$0.15
Color Drawings		\$10.00
Color Copies		\$1.00

If you are in agreement with the work to be performed and cost associated with the work, please sign the service agreement and return one copy to our office for processing. Once signed, an executed copy will be returned to you for your records. Please contact me at (518) 782-0882 or jsableski@jmt.com if you need any additional information.

Very truly yours,
JMT of New York, Inc.



Jason C. Sableski, P.E.
Project Civil Engineer



Christina M. Minkler, P.E.
Vice President

CC: Christina Minkler, P.E. (JMT)
Andrea Hogan (Town)

TERMS & CONDITIONS

A. General Provisions

JMT agrees that this proposal shall remain open for 60 days from the date of this proposal. Acceptance of the proposal after the end of the 60 day period is valid if JMT elects, in writing, to reaffirm the proposal and waive its right to re-evaluate and resubmit the proposal.

JMT reserves the right to renegotiate the contract which this proposal, if accepted, will comprise, on or after six (6) months from the date of this proposal, provided the Client is given 30 days of notice in writing, if salaries or operational costs increase in a sufficient amount. Our present quotation is based upon current salaries and operational costs.

It is understood and agreed that once work is started on this project by JMT, only the Client or its duly authorized representative has the authority to order the work stopped on his behalf and only upon giving JMT, 10 days of notice in writing, as to when the work shall stop. The Client further agrees to be liable and pay to JMT, for all labor done, work performed, materials furnished, and expenses incurred up to and including the day work is stopped in accordance with the notice.

JMT will provide the Client with data on electronic files; however, the Client acknowledges that data stored on electronic media can deteriorate undetected or be modified without the JMT's knowledge. Therefore, electronic files are provided without warranty or obligation on the part of JMT as to accuracy of information contained on the electronic files. All information on the electronic files must be independently verified by the Client and the Client agrees to indemnify and hold JMT harmless from any and all claims, damages, losses, and expenses including but not limited to attorney's fees arising out of the use of the electronic files.

B. Time of Payments and Litigation Expenses

JMT will submit monthly certified invoices for services rendered during the preceding month. Payments are due and payable within 30 days from the date of invoice. If Client fails to pay the full amount due for services and expenses within 30 days after date of invoice, the amount due will include a charge at the rate of 1-1/2% per month of the outstanding balance from said 30th day. In addition, in the event any invoice has not been paid in full by its due date, JMT may, after giving three (3) days written notice to Client, suspend services under this Agreement until Client has paid in full amounts due JMT for services, expenses and interest.

In the event JMT deems it necessary to refer any unpaid invoices to its attorneys for the purposes of instituting collection or mechanic's liens proceedings, Client agrees to pay JMT's attorney's fees, court costs, and litigation expenses, including fees for expert witnesses, trial and deposition transcripts, cost of printing briefs, and travel expenses for witnesses, attorneys and employees.

In the event Client asserts a claim against JMT and/or JMT's subconsultants for any act arising out of performance of the services provided herein, whether by an original action, or by counterclaim set-off or other defense to any mechanic's lien or other claim asserted by JMT as a result of Client non-payment of fees and expenses for services rendered, and if Client fails to prevail in such action, counterclaim, set-off, or defense, Client agrees to pay all attorney's fees, costs and litigation expenses (including fees for expert witnesses, trial transcripts and deposition transcripts) incurred by JMT and/or JMT's subconsultants in opposing any such action, counterclaim, set-off or defense.

JMT may withhold the delivery, signature or sealing plans and specifications, and may repossess all plans and specifications previously delivered to or otherwise made available to Client, their agents or assigns, without incurring any liability for direct and/or consequential damages to Client or anyone claiming through them or on their behalf whenever JMT deems it necessary to ensure payment for services rendered. Should any claim for such damages be made, Client agrees to hold JMT harmless from all litigation expenses incurred by JMT as defined herein.

C. Additional Services

In the event additional services beyond those identified in the Scope of Work are required by the Client or by circumstances beyond JMT's control, JMT will furnish such services upon written authorization of the Client. Payment for Additional Services will be charged at the following hourly rates which are inclusive of labor, overhead, payroll burden and profit.

<u>Classification</u>	<u>Hourly Rate</u>
TBD at time of change.	

Any changes to the previously approved submittals will be considered a change in scope of services and JMT will be entitled to additional compensation at the rates herein specified.

D. Insurance

JMT maintains Professional Liability, General Liability and Workmen's Compensation Insurance. On request, JMT will furnish Client certification of insurance.

E. Termination

In the event of termination of this Agreement by Client, Client shall pay JMT for services (including additional services) rendered, performed, or procured through such phase, including Expenses, at the rates stated in the Agreement, plus all termination expenses. Termination expenses mean additional Reimbursable Expenses directly attributable to termination.

F. Indemnification and Limitation of Liability

Except as otherwise agreed, JMT shall hold harmless and indemnify the Client against injury, loss or damage arising out of the negligent acts, errors or omissions of JMT. The Client agrees to limit JMT's liability hereunder to Client and to all Construction Contractors and Subcontractors on the project, due to such negligent acts, errors or omissions, such the total aggregate liability of JMT to all those named shall not exceed JMT's total fee for services rendered on this project.

G. Standard of Care

JMT shall perform the services in a manner consistent with the degree of skill and care ordinarily exercised by members of the same profession currently practicing under the same conditions.

WE HEREBY AUTHORIZE JMT OF NEW YORK, INC. TO PROCEED IN ACCORDANCE WITH THE ABOVE PROPOSAL. IF ANY PROFESSIONAL SERVICES ARE ORDERED BY A REPRESENTATIVE OF THE CLIENT, FOR ITEMS LISTED ABOVE WITH A RETURNED ACCEPTANCE, THE PRICES AND TERMS OF THIS PROPOSAL SHALL BE IN EFFECT.

FOR: Design Services for Rehabilitation Of Hudson Street PROPOSAL: DATED 7/28/20
Over Paintbed Brook

ORGANIZATION: _____ DATE: _____

BY: _____ TITLE _____

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