

May 28, 2024

Mr. Paul Sweeney  
Town of Homer  
31 North Main Street  
Homer, NY 13077

Re: Proposal for Engineering Services – Plan of Action for Scour Critical Bridge  
BIN 2207390 – Ayers Road over Cold Brook

Dear Mr. Sweeney:

Hunt Engineers, Architects, Land Surveyors & Landscape Architect DPC (HUNT) is pleased to submit this proposal to the Town of Homer to provide engineering services to develop a Plan of Action (POA) for the bridge that carries Ayers Road over Cold Brook (BIN 2207390).

#### DESCRIPTION OF THE PROJECT

The bridge that carries Ayers Road over Cold Brook in the Town of Homer is a single span timber bridge founded on timber abutments that was built in 1987. Stream flow is directed towards the end abutment where ongoing scour continues to erode the streambed in this location, exposing the existing footing. A Notice that a Plan of Action for Scour is required for this bridge was issued by the New York State Department of Transportation (NYSDOT) on 5/22/24.

To assist the Town of Homer in addressing this notice, HUNT offers the following Scope of Services;

#### SCOPE OF SERVICES

1. Review the existing published information on the bridge.
2. Conduct a field inspection to verify the current conditions of the bridge substructures and adjacent streambed/banks.
3. Develop a POA following NYSDOT and FHWA guidelines, that will include:
  - Recommendations on Monitoring and Inspection frequency along with items that should be monitored.
  - Parameters for closure of the bridge.
  - Location Map
  - Detour route and information regarding any bridges along the detour route should closure become necessary.
  - List of potential scour countermeasures with preliminary costs.

#### PROJECT PARAMETERS AND ASSUMPTIONS

- It is understood that this project will be progressed with local funding and no other funding agency procedures, reviews or approvals will be required.

- Neither a Hydraulic Analysis nor design of scour countermeasures are included within the scope of this proposal, however they could be added should the Town desire.

FEE

HUNT proposes to complete the above Scope of Services for a Lump Sum fee of One Thousand Two Hundred Dollars (\$1,200), including project related disbursements.

HUNT appreciates the opportunity to provide this proposal. If the above scope of services and the associated fee are acceptable, please sign the attached agreement and return a copy to HUNT.

Please do not hesitate to contact me at (607) 358-1112 or [donahuec@hunt-eas.com](mailto:donahuec@hunt-eas.com) with any questions.

Sincerely,

Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC



Cristina Donahue, P.E.

Bridge Design Team Leader

**AGREEMENT FOR PROFESSIONAL SERVICES**

The Terms and Conditions set out herein and in the referenced cover letter constitute an offer by Hunt Engineers, Architects, Land Surveyors & Landscape Architect D.P.C. (hereinafter called HUNT), to perform for the Town of Homer (hereinafter called the CLIENT) the services described. HUNT's offer constitutes a Contract on these same Terms and Conditions when receipted or acknowledged by the CLIENT. This Contract supersedes all previous understandings, if any, and constitutes the entire Agreement between HUNT and the CLIENT relating to the services described.

**TERMS AND CONDITIONS**

**CLIENT OBLIGATIONS:** At such time as HUNT may request, the CLIENT at his expense, shall provide full, complete and correct information, including a written program of objectives, constraints and criteria, with respect to which the services are performed.

**HUNT OBLIGATIONS:** Professional Services, basic to the Scope of Work, shall be performed, findings obtained, and recommendations prepared in accordance with generally accepted engineering, architectural, and land surveying practices. This Warranty is in lieu of all other Warranties expressed or implied. HUNT assures no responsibility for interpretations made by others based upon the work or recommendations made by HUNT. Project cost estimates are to the best of HUNT's knowledge and are not guarantees of actual construction costs.

**ADDITIONAL SERVICES:** Additional services or changes requested in writing by the CLIENT, beyond the original Scope of Work agreed upon as described per the referenced cover letter, shall be performed by HUNT in the same methods and manner as herein stated. Payment to HUNT for additional services shall be the same as outlined under PAYMENT of these Terms and Conditions, unless superseded by Separate Terms and Conditions as may be proposed and agreed to in writing by both parties.

**PAYMENT:** Payment for services rendered shall be monthly as billed. No percentage of bills shall be withheld or retained. In the event that any payment is not made within thirty (30) days from the date of billing, interest will be charged at a rate of one and one-half percent (1-1/2%) per month, or the legal rate of interest, whichever is less.

**WAIVER:** The CLIENT and HUNT mutually agree to waive all claims of consequential damages arising from disputes, claims, or other matters relating to this agreement.

This Agreement may be terminated by either party upon thirty (30) days written notice to the other. In the event of termination, HUNT shall be compensated for services performed up to the date of termination, plus reasonable termination costs. Upon receipt of final payment to HUNT, all finished or unfinished documents prepared to the date of termination shall become the property of the CLIENT and shall be surrendered to the CLIENT by HUNT.

**ACCEPTANCE:**

I have read and understand the Scope of Work as described in the attached letter from Cristina Donahue, PE dated May 28, 2024 and the above Terms and Conditions, and accept the terms and costs as stated. I hereby retain Hunt Engineers, Architects, Land Surveyors & Landscape Architect D.P.C. to provide services as necessary to accomplish the Scope of Work.

**CLIENT:**  
TOWN OF HOMER

**CONSULTANT:**  
HUNT ENGINEERS, ARCHITECTS,  
LAND SURVEYORS &  
LANDSCAPE ARCHITECT, DPC

BY: \_\_\_\_\_

BY: Cristina L. Donahue  
Cristina L. Donahue, P.E.

DATE: \_\_\_\_\_

DATE: May 28, 2024