

May 2, 2024

Joseph Borst, Supervisor
Town of Ovid
P.O. Box 452
Ovid, New York 14521

**RE: PROPOSAL FOR PROFESSIONAL SERVICES
HIGHWAY GARAGE – TOWN OF OVID
DAMAGED CMU WALL & PILASTER REPAIR AT OVERHEAD DOOR**

Dear Supervisor Borst:

We are pleased to present this proposal for professional engineering services for the repair of an existing concrete block masonry bearing wall and pilasters that were damaged by a plow truck at the Town of Ovid Highway Garage.

I. Background

The main highway garage building for the Town of Ovid consists of concrete block masonry bearing walls with masonry pilasters spaced approximately 20ft on center around the perimeter exterior walls. The roof consists of wood bowstring trusses that clear span across the short side of the building, bearing on the exterior CMU walls. The main portion of the building has a footprint of approximately 100ft x 48ft, with a clear span from floor-to-ceiling of 13'-6". Additions to the main building have been added over the years, including an office/breakroom area, a small cold storage area at the northeast corner of the building, and a cold storage pole barn off the west end of the building.

The highway department noted damage to a portion of an exterior masonry bearing wall and pilaster adjacent to an overhead door when it was accidentally hit by a plow truck entering the building. The damaged section of wall occurred along the north wall of the building, on the west side of the middle overhead door.

Per the Town's request, representatives of MRB Group (Patrick Nicoletta, P.E. – Senior Project Manager and Eric Romeiser, P.E. – Engineer III) visited the Town of Ovid Highway Garage on Wednesday, April 3, 2024, to investigate the damaged portion of wall and pilaster. The masonry wall and pilaster were both found to be heavily damaged. Based on our engineering judgment, we feel that full replacement of the overhead door lintel, overhead door, and damaged masonry wall and pilaster will be required to adequately repair the damaged area.

The deliverables for this project will be to provide construction drawings suitable for the replacement of the existing lintel, overhead door, masonry wall, and pilaster along with contract documents, bidding, and construction administration services. The scope of services is further defined within the information to follow.

II. Scope of Services and Compensation

A. Design Phase and Contract Documents:

1. Preparation of Structural drawings to include the following:
 - a. Existing building plan layout and extents of removals.
 - b. Building section and details necessary for the replacement of the overhead door lintel and masonry wall and pilaster at the damaged area of the building.
 - c. Technical specifications will be provided on the drawings.
2. Assemble a set of plans for bidding to include all relevant structural drawings and details.
3. Prepare Contract Documents for bidding including prevailing wage rates, the Advertisement to Bid, Instructions to Bidders, Bid Form, Bond Forms, Agreement, General Conditions of the Construction Contract, and other "front-end" documents.

Subtotal of A, Lump Sum Fee.....\$5,300.00

B. Bidding Phase Services:

1. Prepare an electronic Advertisement to Bid ('ATB') for submittal to, and publication by, the Town Clerk.

2. Upload the Contract Documents to an online plan room from which perspective bidders can download them.
3. Assistance through the bidding period, including answering the bidder's questions and preparation of addenda, if required.
4. Attend the bid opening.
5. Tabulate bids, review bidder's qualifications and prepare a brief evaluation of bids summary letter for the Town's use.
6. Prepare Notice of Award upon review.

Subtotal of B, Lump Sum Fee.....\$3,600.00

C. Construction Administration Services – Based on a 2-month construction duration:

1. Prepare Notice to Proceed upon receipt of bonds and insurance from the Contractor.
2. Attend the pre-construction meeting.
3. Review shop drawings and submittals.
4. Answer design questions and prepare responses to RFI's.
5. Review pay applications (one (1) anticipated).
6. Attend one punch list walkthrough and prepare a written punch list.
7. Perform project contract closeout.

Subtotal of C, Lump Sum Fee.....\$5,400.00

Total Compensation (A, B and C) \$14,300.00

The cost figures shown above represent our lump sum 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. Temporary shoring design.
- B. Cost estimating.
- C. Full or part-time construction observation services.
- D. Construction administration services beyond the estimated duration noted above.
- E. Attendance at meetings beyond those outlined above.
- F. Work not associated with, or beyond the extent, of the scope of work outlined above.
- G. Architectural or MEP design services.
- H. Insurance reimbursement applications.
- I. Technical written book specifications (specifications will be provided on the drawings).
- J. Special inspections required per the Building Code during construction are not included in the proposal. The Town is to contract for these services directly where required by the Contract Documents.

IV. Commencement of Work

Upon your authorization, 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. Thank you for your continued consideration of our firm. We look forward to working with you on this project.

Sincerely,


Patrick A. Nicoletta, P.E.
Senior Project Manager


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

<https://mrbgroup365.sharepoint.com/sites/Proposals/Shared Documents/New York/Ovid, Town of/2024 Ovid Letter Proposals/CMU Wall & Pilaster Repair to Town of Ovid Highway Garage.docx>

PROPOSAL ACCEPTED FOR THE _____ BY:		
_____	_____	_____
<i>Signature</i>	<i>Title</i>	<i>Date</i>



**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.