

May 6, 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
REPAIRS & RENOVATIONS COST ESTIMATES**

Dear Supervisor Borst:

We are pleased to present this proposal to provide Individual preliminary opinions of probable costs for renovations and modifications at the Town of Ovid Highway Garage. The cost estimates would be for various items discussed per our site visits. The items to be evaluated are covered in the scope of services. To obtain costs for such improvements conceptual design may be required in certain instances.

I. Project Overview

Per the Town's request, representatives of MRB Group (Patrick Nicoletta, P.E. – Senior Project Manager and Eric Romeiser, P.E. – Engineer III) and Turner Engineering (Eric Keller – Senior Electrical Engineer) visited the Town of Ovid Highway Garage on Wednesday, April 3, 2024, to meet with Highway Superintendent Jeremy Huff. The purpose of this meeting was to perform a walkthrough of the building and discuss various building components that were approaching the end of their service life and will require replacement or repair, along with other building improvements to better serve the Town and Highway Department.

During our discussion with Jeremy, it was noted that the main highway garage building, consisting of concrete block walls with wood bowstring roof trusses, was likely built sometime in the early 1950s. The building could use improvements to some of the original building components to better serve the highway department and extend the useful life of the town

Highway Garage. Based on the estimates and the Town needs, it will be decided what items are to continue into full design as part of a capital project.

The deliverables for this project are to provide a letter summarizing our preliminary probable opinion of costs based on prevailing wages and including soft casts, for each of the items listed below. The scope of services is further defined by the information to follow.

II. Scope of Services and Compensation

- A. List of Items for individual Probable Opinion of Costs:
1. Install rigid insulation and metal panel covering along the inside face of the CMU walls at the maintenance area of the highway garage. The estimate will also include the necessary work to fur out windows and doors to match the new wall thickness.
 2. Installation of new blown-in insulation in the attic space above the maintenance area of the highway garage to meet current code requirements.
 3. Replacement of the existing four overhead doors, with doors matching the same height and width as existing. Note: the fifth overhead door is expected to be replaced with the damaged CMU wall and pilaster repair.
 4. Repairs to the existing CMU gable end wall between the highway garage and cold storage building that is exhibiting step cracking near the middle of wall. The cost estimate will also include the addition of a new 42" wide man-door and associated door lintel in the gable end wall.
 5. Replacement of well water service equipment, domestic water distribution, and garage floor drain system.
 6. New diesel generator and associated emergency power system.
 7. Replacement of electrical systems, including power distribution, lighting, wiring devices, and branch circuit wiring.

- 8. Replacement of man-door at main entry to the highway garage (along east wall) and at cold-storage interior entrance (along north wall) with new doors matching existing.
- 9. Preparation of existing concrete floor at break room area and installation of a new epoxy coating.
- 10. Replacement of the existing 32" wide x 14" tall bathroom window.
- 11. Rework of the bathroom and laundry area to create one large space.
- 12. New split HVAC system for the office, storage, bathroom, and break area of the Highway Garage.

Total Compensation (Items 1 through 12)..... \$12,850.00

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. Work not associated with, or beyond the extent, of the scope of work outlined above.
- B. Architectural, Structural or MEP design or bidding services associated with the work above.
- C. Environmental review of the site or developing cost estimates associated with any potential remediation.
- D. Third party construction estimating services

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

<https://mrbgroup365.sharepoint.com/sites/Proposals/Shared Documents/New York/Ovid, Town of/2024 Ovid Letter Proposals/Renovation Cost Estimates for 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.