

September 11, 2023

Dan Verace, Superintendent of Public Works
Village of Brockport
38 East Avenue
Brockport, NY 14420

**RE: PROPOSAL FOR PROFESSIONAL SERVICES
KEABLE COURT WATER MAIN REPLACEMENT — VILLAGE OF BROCKPORT**

Dear Dan:

We are pleased to present the following proposal to the Village of Brockport for Professional Service to complete the design plans for the replacement of the existing water main along Keable Court.

I. Project Overview

The Village of Brockport would like to replace the existing water main along Keable Court which is approximately 700 linear feet in length. The Village Department of Public Works (DPW) will complete the work but will need assistance with the design and approval of the water main replacement, bypass piping, and bidding of materials to complete the project.

II. Scope of Services and Compensation

MRB Group proposes to provide the following services:

A. Design Plans and Specifications

1. Prepare design base drawings utilizing available record drawings, aerial imagery, and field survey as needed.
2. Prepare concept water main alignment and bypass piping plans.
3. Review the concept alignment with the Village to finalize the most appropriate location for the water main.

- 4. Incorporate comments and advance the preliminary water main alignment and bypass piping plans to the 90% completion stage, incorporating general guidance notes, construction phasing, and project details, as applicable.
- 5. Prepare the EJCDC contract document book for the Material Bid, including bidding and general contract provisions and technical specifications.
- 6. Plan submission to Monroe County DOH (MCDOH) including the Application for Approval of Plans (DOH-348).
- 7. Incorporate all Village and MCDOH comments into final (100%) plans and bidding documents.

Subtotal of A, Items 1-7 \$11,500.00

B. Bidding and Contract Award Phase

- 1. Assemble Material Bid Documents for electronic distribution to bidders.
- 2. Distribute Bid Documents and maintain a plan holder list through an on-line plan room. MRB will also make bidding documents available at relevant construction clearinghouses.
- 3. Address material supplier questions during the bidding period and (if necessary) prepare and issue addenda.
- 4. Attend the bid opening.
- 5. Compile a tabulation of all submitted bids and a bid summary letter for consideration by the Village Board.
- 6. Preparation of the Notice of Award, solicit material supplier submission of the Agreement, bonds and insurance information; and assembly of conformed agreement.

Subtotal of B, Items 1-6..... \$2,700.00

C. Construction Phase

- 1. Processing and review of shop drawings and submittals.
- 2. Periodic site visits by the Design Engineer to resolve field issues and coordinate any necessary adjustments due to unforeseen

conditions and concerns. We are assuming up to two visits for the purposes of this proposal.

3. Witnessing of testing and health sampling of the water mains and bypass piping, including preparation of the required engineering certifications to the MCDOH. The Village will be required to provide a certification letter to MRB Group stating that the watermain improvements were installed in conformance with the approved plans, in order for MRB to complete the engineering certification letter.
4. Preparation of as-built or "Record" Drawings based on records and measurements from the Village DPW.

Subtotal of C, Items 1-4..... \$5,300.00

Total Compensation \$19,500.00

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. Preparation of an Engineering Report or Study. This should not be required for replacement within an existing system.
- B. SEQR (previously completed as part of grant application).
- C. Preparation of a Stormwater Pollution Prevention Plan.
- D. Permitting or approvals outside of MCDOH.
- E. Wetland/watercourse Delineation and Permitting.
- F. Geotechnical investigations including test pits or boring and related reports and evaluations.

- G. Cultural resource investigations and reporting.
- H. Any work related to easements or property acquisitions.
- I. Grant administration

IV. Commencement of Work

Upon receipt of the 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. Thank you for your consideration of our firm. We look forward to working with you on this project.

Sincerely,


Scott D. Mattison, P.E.
Project Manager


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

[https://mrbgroupp365.sharepoint.com/sites/Proposals/Shared Documents/_Letter Proposals/2023/sdm - \(V\) Brockport Keable Court Water Main Replacement.docx](https://mrbgroupp365.sharepoint.com/sites/Proposals/Shared Documents/_Letter Proposals/2023/sdm - (V) Brockport Keable Court Water Main Replacement.docx)

Enclosure

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.



PUBLIC NOTICE

VILLAGE OF BROCKPORT

Department of Public Works

RE: Water
System Maintenance
HYDRANT FLUSHING
Fall 2023 Schedule

NOTICE TO BROCKPORT RESIDENTS

PLEASE TAKE NOTICE that WATER MAIN FLUSHING in the Village of Brockport will take place October 10th- 12th.

As part of our routine maintenance of the water distribution system in the Village, Department of Public Works crews will be flushing water mains on **October 10-12, 2023**. We do this periodically to clean the mains and flush out sediment accumulations that may settle out in the mains. The flushing will ensure that you have a safe and healthy supply of drinking water.

Flushing operations will be conducted between 9:00 A.M. and 1:00 P.M. in the following locations on the date indicated:

Tuesday, October 10, 2023:
NORTH of the canal.
All hydrants, EAST
of North Main Street (NYS Route 19)

Wednesday, October 10, 2023:
NORTH of the canal.
All hydrants WEST of North Main Street.

Thursday, October 11, 2023:
SOUTH of the canal
All hydrants EAST of Main Street

Friday, October 12, 2023:
SOUTH of canal
All hydrants WEST of Main Street.

During flushing you may see some cloudiness or color in the water. Please do not use any unnecessary water during this period. The flushing may cause the water to become "cloudy" or "discolored". While the water will be safe to drink, we suggest that you do not wash clothes if you notice the water is discolored. **ANYONE ON A KIDNEY DIALYSIS MACHINE, PLEASE CALL THE SUPERINTENDENTS OFFICE AT THE NUMBER BELOW!**

If you have any questions, please call the Department of Public Works at (585) 637-1060 between 7:00 AM and 3:30 PM.

