

December 5, 2022

Attn: Ken Davenport, Councilman
Town Board
Town of Marbletown
1925 Lucas Ave
Cottkill, NY 12419

via email: kdavenport@marbletown.net

Re: Proposal for Engineering Services Related to Feasibility of Highway Garage Building
1915-1925 Lucas Avenue, Town of Rosendale, Ulster County, SBL 62.3-6-6

Dear Mr. Davenport and Board Members;

Peak Engineering, PLLC is pleased to provide you this proposal for Engineering Services. The following outlines services and tasks that we will provide to you during the preliminary feasibility review for construction of highway garage/facilities at the above reference site. Included is a cost estimate for the outlined services.

PROJECT UNDERSTANDING

It is our understanding that your primary intention is to construct a new highway garage and related facilities for the Town of Marbletown along with possible future Town of Rosendale expansion/use. A current survey showing existing conditions and topography, prepared by others, may be necessary to determine actual building setbacks from existing/future property boundaries and building coverage and is not included as part of this proposal.

SCOPE OF WORK

- Review the most current Town Zoning related to possible permitting requirements specific to density.
- Review the most current Ulster County Geographic Information, USDA Soil Survey data, New York State Department of Environmental Conservation, and Historic Preservation information to determine the environmental features that may impact the viability of the site to support necessary structures and wastewater facilities.
- Identify agencies to be involved in the site development review/permitting process.
- Obtain a cost estimate for a current property survey including existing features and topography (2 ft. contours from Ulster County GIS along with on-site for critical areas).
- Provide a concept sketch and written report of our findings.

FEE SCHEDULE

Peak Engineering, PLLC proposes to provide the services described above based upon anticipated time to be devoted to the project for a fee of \$1,250.00.

COMPENSATION FOR PROFESSIONAL SERVICES

A retainer of \$750.00 will be due prior to the commencement of any work. Any outstanding balance will be due prior to release of final documents.

Any additional services requested by you will be charged at an hourly rate unless previous agreements are made. The hourly rate schedule is as follows:

Senior Design Engineer.....	\$130.00/hr
Design Engineer	\$110.00/hr
Technician	\$ 78.00/hr
Non-Technician Staff	\$ 55.00/hr

This estimate does not include on-site soil evaluation or additional studies and/or reports as may be required to determine environmental impacts.

TERMS AND CONDITIONS

1. Allocation of Risk

Professional Standards

The only obligation of Peak Engineering, PLLC and its employees is to meet normal professional standards in performing its obligations under this agreement. Apart from such obligation there is no representation, warranty, guarantee, or other obligation of Peak Engineering, PLLC or its employees arising out of this proposal, its acceptance, the provisions of services, or the relationship between the parties in respect to any of them. The cumulative liability of Peak Engineering, PLLC and its employees for all types of damages incurred or suffered as a result of any breach of such obligation, howsoever arising, (including negligence) shall be limited in the aggregate to an equal of two (2) times the amount of Peak Engineering, PLLC's fee for this project.

Indemnification

- a. The Client shall indemnify and hold harmless Peak Engineering, PLLC and its employees from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided and to the extent that all such claims, damage, loss, or expense are caused by the negligent act or omission of the Client.
- b. Peak Engineering, PLLC agrees to save, indemnify, and hold Client harmless against all liabilities, claims, and demands or judgment for damages arising from injury, death, damage or loss to persons or tangible property to the extent caused by the negligence or fault of Peak Engineering, PLLC, their agents, or employees and will pay judgment rendered in such suits to the limit stated above and will reimburse or indemnify Client for all expenditures or expenses, including court costs and counsel fees, made or incurred by Client and Owner by reason of such injury, death, damage, or loss.

2. Termination of Services

This agreement can be terminated by either party upon receipt of a 30-day written notice. Peak Engineering, PLLC will be paid in full for all services and reimbursements provided up to the date of termination.

3. Agreement Form and Period

- a. The scope and fee indicated are predicated upon execution of this proposal in this form including all terms and conditions. Alternative forms of contract or revision proposed by Client will require reevaluation of the scope and fee by Peak Engineering, PLLC.
- b. This proposal is valid for a period of 60 days from the date on the first page.
- c. The agreement period is to last 6 months from the Peak Engineering, PLLC signature date on the last page.

4. Contract Disputes

If a dispute arises out of or related to this contract or breach thereof, and if the said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation using the Mediation Rules of the American Arbitration Association before seeking settlement in a judicial forum.

5. Third-Party Exclusion

This agreement does not create any right or benefits for third parties other than Peak Engineering PLLC and the Client.

6. Payment

Payment is due within 30 days of the invoice date. After 30 days a 1.5% Service Charge will be added to the outstanding balance each month thereafter.

ACCEPTANCE

Thank you for considering us for this project. Your signature in the space provided indicates your understanding and acceptance of the provisions set forth herein. Receipt of an original signed copy of this Contract shall constitute Peak Engineering, PLLC's Authorization to Proceed with the work.

Sincerely,



Scott Davis, P.E.
Peak Engineering, PLLC

Accepted by:

SIGNATURE: _____

NAME (PRINTED): _____

DATE: _____