

July 18, 2024

Katelin Olson, Town Supervisor
Town of Ulysses
10 Elm Street
Trumansburg, New York 14886

**RE: PROPOSAL FOR PROFESSIONAL SERVICES
COMPREHENSIVE PLAN UPDATE – TOWN OF ULYSSES**

Dear Ms. Olson:

MRB Group is excited to have been selected by the Town of Ulysses to facilitate an update to the Town's comprehensive plan. Ulysses has shown great foresight and a commitment to intentional growth and development, in alignment with a clear vision and solid planning principles.

What follows is an overview of our engagement and our proposed scope and fee for this work.

I. Project Overview

The Town of Ulysses has secured Climate Smart Communities funding to address an update to your existing comprehensive plan. The planning effort will include a robust public engagement component, which will drive community vision, specific section updates, and an implementation framework that aligns with the requirements of the Climate Smart Communities program.

- A. Project Management
MRB Group's project management team will meet regularly with Town leadership to ensure mutual alignment of expectations with respect to scope and schedule.
- B. Public Engagement
Our team will assist in the development of a Public Engagement Plan and facilitate the execution of plan elements to ensure the highest possible public participation in plan development.

- C. **Community Visioning**
We will work with Town leadership and the project steering committee to craft a vision statement, which will serve as the foundation of the comprehensive plan.
- D. **Environmental Analysis**
We will conduct an existing conditions assessment of environmental, social, and economic elements of the community and of Town operations, so as to provide a clear understanding of the baseline from which planning is to occur. We will also assist the Town in compliance with SEQR regulations.
- E. **Draft Development**
In accordance with the requirements of the Request for Proposals, our team will work with the steering committee to affect updates to the ten priority policy areas identified by Town leaders, including land use, housing, economic development, transportation, capital facilities, environment and natural resources, climate change and resiliency, rural issues, community well-being, and historic preservation. An initial draft of each element will be prepared for Town review, and final changes addressed prior to adoption.
- F. **Adoption Support**
We will conduct a presentation to the Town Board on updates to the above-referenced elements, facilitate a public hearing, and assist in final adoption measures.

II. Scope of Services and Compensation

All project work will be executed in alignment with the MRB Group formal proposal, dated March 8, 2024, and will be compliant with the requirements of the Town's Request for Proposals, issued January 12, 2024.

To address the project elements noted above, the following scope and compensation is anticipated:

- A. **Project Management**
Our team will work with Town leadership to ensure a strong communications effort relating to execution of the project, including:

1. Project Chartering Session and Project Charter
2. Bi-Weekly Project Management Calls
3. Eleven (11) Monthly Steering Committee Meetings

Subtotal of A, Items 1- 3..... \$14,250.00

- B. Public Engagement
 Our team will assist in execution of a robust, authentic, and meaningful public engagement process, including:
1. Development of a Public Engagement Strategy
 2. Content Development / Hosting of a Project Website
 3. Up to Five (5) Focus Group Sessions with Stakeholders
 4. Up to Two (2) Public Forums
 5. Development and Distribution of a Community Survey
 6. General Interaction with Traditional / Social Media

Subtotal of B, Items 1- 6..... \$30,500.00

- C. Community Visioning
 We will work with the Town Board and Steering Committee to craft an authentic and aspirational vision statement, which will serve as the foundation for the rest of the plan.
1. Host a Joint Work Session with Town Board / Steering Committee
 2. Craft a Draft Vision Statement for Review by Leadership
 3. Preparation of up to Two (2) Revised Drafts and One (1) Final Vision Statement

Subtotal of C, Items 1- 3..... \$5,750.00

- D. Environmental Analysis
 We will leverage our access to a series of proprietary and traditional data sources to conduct analysis on a range of demographic, market, and environmental indicators. Additionally, we will facilitate compliance with the SEQR review requirement.
1. Develop Draft and Final Existing Conditions Report
 2. Execute a Type 1 Coordinated SEQR Review

Subtotal of D, Items 1- 2..... \$28,000.00

- E. Draft Development
Our team will update the ten identified priority policy area elements of the existing comprehensive plan.
 - 1. Develop content for sections including land use, housing, economic development, transportation, capital facilities, environment and natural resources, climate change and resiliency, rural issues, community well-being, and historic preservation
 - 2. Facilitate up to Two (2) Rounds of Edits for Each Section
 - 3. Produce a Final Draft for Approval by the Town Board

Subtotal of E, Items 1- 3..... \$27,750.00

- F. Adoption Support
We will support the Town Board in steps necessary to advance adoption of the comprehensive plan update.
 - 1. Final Presentation to the Town Board
 - 2. Facilitation of a Public Hearing
 - 3. One (1) Additional Round of Edits Based on Public Input
 - 4. Production of Seven (7) Hard Copies and One (1) PDF File of Final Plan Report

Subtotal of F, Items 1- 4..... \$3,500.00

Total Compensation \$109,750.00

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. Project Schedule

MRB Group is prepared to begin work immediately and expects to provide an initial draft for Board consideration within 10 months of project commencement. This provides for a Board adoption within 14 months of project commencement.

IV. 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. The project scope calls for eleven (11) steering committee meetings, and a project schedule of 14 months. At the request of the client, this may be extended, and more meetings held on a time and expense basis.
- B. This project scope calls for satisfaction of SEQR requirements via a Type 1 coordinated review. Should the Town wish to pursue a full Environmental Impact Statement, a separate proposal may be provided.
- C. General facilities assessments are included in this scope. More detailed capital project engineering may be provided under a separate proposal.

V. Commencement of Work

Upon receipt of the signed proposal, MRB Group will begin work on the project.

VI. 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,



Matt Horn
Director, Local Government Services



James J. Oberst, PE
Executive Vice-President/COO

PROPOSAL ACCEPTED FOR THE TOWN OF ULYSSES BY:

Signature

Title

Date

[https://mrbgrou365.sharepoint.com/sites/Proposals/Shared Documents/New York/Ulysses, Town of/P2400037 Town of Ulysses - 2025-2045 Comprehensive Plan Periodic Update and Environmental Impact Statement/mdh - T. Ulysses - Comprehensive Plan \(DRAFT 2\).docx](https://mrbgrou365.sharepoint.com/sites/Proposals/Shared Documents/New York/Ulysses, Town of/P2400037 Town of Ulysses - 2025-2045 Comprehensive Plan Periodic Update and Environmental Impact Statement/mdh - T. Ulysses - Comprehensive Plan (DRAFT 2).docx)



**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. STATEMENT OF ETHICS

MRB Group is proud to maintain a full complement of disciplines necessary to advance a robust and meaningful planning process. This project will be managed by the firm's Planning Team, who will source information on technical feasibility, order of magnitude pricing, and other engineering and architecture related support from firm staff when municipal leadership deems these project elements necessary. Final project recommendations are advanced by the local steering committee and approved by the Town Board. Should the client have a concern that conflict exists, MRB Group will work with Town leadership to mitigate such conflicts.



L. **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.