

May 22, 2024

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

**RE: PROPOSAL FOR PROFESSIONAL SERVICES  
TOWN OF ULYSSES - GRANT WRITING SERVICES  
2024 CONSOLIDATED FUNDING APPLICATION (CFA) - WATER QUALITY IMPROVEMENT PROJECT  
(WQIP) NON-AGRICULTURAL NON-POINT SOURCE ABATEMENT AND CONTROL**

Dear Supervisor,

Following our recent discussions, we are pleased to submit a proposal to assist the Town with grant writing services for the Consolidated Funding Application (CFA) with a Water Quality Improvement Program (WQIP) grant application. The Town is eligible to apply for funding to complete improvements to culvert(s) that have aquatic connectivity issues, are structurally deficient or in disrepair, and otherwise may be resulting in water quality issues in the Town.

## **I. Project Overviews**

MRB Group has completed a Culvert Assessment Study authorized by the Town in 2023. The Report will be submitted to the DEC and the project is eligible for a grant to assist with the construction costs of replacing culvert(s) analyzed in the study.

It is recommended at this time that the Town consider pursuing grant dollars for the replacement of the Garrett Road culvert studied in the report as the culvert has a 0.00 North Atlantic Aquatic Connectivity Collaboration (NAACC) score and the pipe is in disrepair. The NAACC score ranks the physical condition of the culvert and assesses the ability for the passage of aquatic and native species through the conduit. Other more urgent areas will require additional drainage evaluations to ensure no negative upstream/downstream conditions result from increasing the size of a culvert.

The costs of this project will be a significant burden on the Town residents. If authorized, the WQIP application would be made, in an attempt to fund the projects mitigating the financial impact to residents. This program provides up to a maximum grant funding award of \$1,000,000 for culvert repair/replacement or aquatic connectivity projects and would require a 25% Local match.

**II. Scope of Services**

**A. Grant Writing**

Working with the community, MRB Group will prepare a complete and competitive application for the Town. Tasks to be coordinated and assembled as part of our grant writing services will include:

**WQIP Non-Agricultural Non-Point Source Abatement:**

- Application Questionnaire and Budget
- Environmental Review Documents & Findings
- Enhanced Flood Hazard Area Mapping
- Project Area Photos
- USGS or DOT Planimetric Map
- Land Ownership / Land Use Agreement Documentation if applicable
- Local, State and Federal Planning Documents
- Coordination on letters of support
- North American Aquatic Connection Collaborative project score analysis

**III. Compensation:**

**A. Grant Writing**

**WQIP – NANPS Project (lump sum) .....\$5,200.00**

*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.*

**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. Design and Construction Phase Services.

- B. Hazardous Material Survey.
- C. Geotechnical Investigation and Additional Topographical Survey.
- D. Easement Maps and Descriptions.
- E. Grant Administration if awarded funding.
- F. State Environmental Quality Review (SEQR).
- G. Additional hydraulic modeling of both culverts and/or drainage areas.

**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*.

We appreciate the opportunity to work with the Town. If this proposal is acceptable, please sign where indicated and return one copy to our office. Thank you and please do not hesitate to contact us for any clarification or additional information.

Sincerely,

  
Matthew McKenna  
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/Ulysses, Town of/2024 NANPS WQIP Grant Application/2024 WQIP NANPS Culvert Grant App.docx>

**PROPOSAL ACCEPTED BY THE TOWN OF ULYSSES**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*



**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.