

October 31, 2023

Hon. Bob Green, Supervisor
Town of Bristol
6740 County Road 32
Canandaigua, NY 14424

**RE: PROPOSAL FOR PROFESSIONAL SERVICES
TOWN OF BRISTOL WATER DISTRICT NO. 1
USDA RD GRANT WRITING SERVICES AND ENVIRONMENTAL REVIEW**

Dear Supervisor Green,

We are pleased to provide you with an Engineering Services Proposal for assisting the Town of Bristol ("Town") with completing the USDA Rural Development Funding Application for the proposed Town of Bristol Water District No. 1. This letter proposal describes our understanding of the scope of the project and provides an estimate of our compensation.

I. Background:

The Town of Bristol Water District #1, administered as part of the Town of Canandaigua's overall system, has received violation letters regarding the presence of total trihalomethanes exceeding the maximum contaminant level. They have been instructed by the NYS Department of Health to investigate options and propose actions to reduce the disinfection byproducts forming in the system.

Based on our experience, we recommend assisting the Town in preparing the RD online funding application through "RD Apply" and assembling the required administrative documentation that must accompany the application.

Submission of the application and all required documentation will allow RD to issue a Preliminary Eligibility Determination (PED), followed by a Letter of Conditions (LOC). The LOC facilitates RD's formal obligation of funds for the project.

II. Scope of Services:

MRB Group recommends the Town proceed with the RD Funding Application at this time and proposes to provide the following services:

A. RD Funding Application

1. Utilizing information from the Preliminary Engineering Report and Environmental Report, develop the online RD funding application through "RD Apply." MRB will research, compile, and input data for the RD application, generally consisting of the following:
 - a. Detailed project description.
 - b. Identification of known significant property or easement acquisitions.
 - c. Town provided user, annual volume, and revenue details associated with retail and wholesale water operations.
 - d. Project cost and town-provided system operating and maintenance expenses, current debt, and financial information.
 - e. Identification of proposed service area.
 - f. Uploading required attachment documents that may include the Environmental Report, Preliminary Engineering Report (PER), and Town provided Annual Financial Statement(s) and audits.
 - g. Coordination with Town on publication of Notice of Intent prior to submission of application.
 - h. Coordination with the Town on the execution of required certifications.
2. Assist the Town in submitting the funding application, address RD questions, and coordinate any necessary revisions.
3. It is important to note that the RD Application requires substantial financial and administrative documentation which must be provided directly by the Town. Our proposal assumes that we will incorporate this information into the application, but the Town will independently assemble and provide the information.

Subtotal of A (Items 1-3)\$5,000.00

B. Environmental Review and Report

The following services will be provided to complete the RD environmental review process:

1. Use governmental agency websites to develop environmental planning maps, generally for the following:
 - a. Historic Preservation - NYS Office of Parks, Recreation and Historic Preservation.
 - b. Farmland and Agricultural Properties – NYS Department of Agriculture and Markets.
 - c. Predominant Soil Types – US Department of Agriculture.
 - d. Biological Resources - U.S. Department of the Interior's Fish and Wildlife Service ("USFWS") and NYS Department of Environmental Conservation ("NYSDEC") Division of Fish, Wildlife & Marine Resources.
 - e. Wetlands, Stream Crossings or National Waters – NYSDEC and US Army Corps of Engineers ("ACOE").
 - f. Floodplains – Federal Emergency Management Agency ("FEMA").
 - g. Coastal Areas – NYS Department of State.
2. Completed the SEQRA process including preparation of a Full Environmental Assessment Form (FEAF) Parts 1-3, Assistance with Lead Agency Coordination, SEQR Resolutions, and Environmental Notice Bulletin (ENB) Publication requirements.
3. Assist the Town in initiating the Intergovernmental Clearinghouse Review by submitting the required project information.
4. Assist the Town in initiating informal tribal consultation.
5. Assist the Town in identifying historic properties as required under Section 106 of the National Historic Preservation Act and registering the project with the State Historic Preservation Office ("SHPO").
6. Assist the Town in consultation with the USDA Natural Resources Conservation Service ("NRCS") in accordance with the Farmland Protection Policy Act.

- 7. Prepare and submit the Preliminary and Final Notices of Intent to facilitate clearance from the NYS Department of Agricultural and Markets.
- 8. Prepare the Environmental Report in accordance with RD's 1970 Guide, including a narrative summary of all elements of the environmental review, correspondence, exhibits, maps, and SEQR documentation.

Subtotal of B (Items 1-8) \$8,500.00

C. Preliminary Engineering Report Update

The following services will be completed as part of the PER Update process:

- 1. Develop the Equivalent Dwelling Units per RD's updated guidance.
- 2. Update cost estimate and EDU costs per updated RD guidance.
- 3. Estimate the target service charge
- 4. Update the environmental review per RD's Guidance.

Subtotal of C (Items 1-4) \$3,000.00

Total Compensation \$16,500.00

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. Commencement of Work

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

IV. Additional Services:

The following is a list of potential additional services. This list is not meant to be a complete list of potential additional services. If additional services including those listed below do become required or warranted, we will discuss the additional fees

associated with the services at the appropriate time and will not proceed with additional services until the Town Board has so authorized.


- A. Amending or completing a new State Environmental Quality Review (SEQR) for this project.
- B. State Historic Preservation Office (SHPO) archaeological investigation.
- C. Site Investigations and environmental permit applications of any kind, including those related to state or federal wetlands or watercourse disturbance.
- D. Additional reports or documents required for district creation, modification, or other related financing authorizations.
- E. Site Investigations per U.S. Army Corps of Engineers and/or NYSDEC direction (wetland delineation, drainage swale disturbance, etc.).
- F. Hazardous Materials and/or Asbestos Surveys.
- G. Subsurface investigations, test pits, borings, or geotechnical evaluation.
- H. Raw water sampling and analysis.
- I. Design, bidding, or construction phase services.
- J. Engineering report updates or additional reporting needed for another agency approval (other than RD).
- K. Grant Administration.
- L. Preparation of an Income Survey Update.

V. Standard Terms and Conditions

Attached hereto and made a part of this proposal are our Standard Terms and Conditions.

If this proposal is acceptable to you, please indicate by your signature in the space provided below. Thank you for the opportunity to provide this proposal for professional services. We look forward to working with you on this project and appreciate your consideration.

Sincerely,



Gregory Hotaling, P.E.
Senior 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/Bristol, Town of/USDA Grant Application & NEPA/Bristol Canandaigua USDA Grant App & NEPA.docx>

PROPOSAL ACCEPTED FOR THE TOWN OF BRISTOL BY:

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.