

April 15, 2025

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

Re: Proposal for Professional Services
Agard Road Culvert Replacement – Drainage Investigation

Dear Katelin,

Thank you for the opportunity to provide the following proposal to assist with the evaluation of the Agard Road Culvert Drainage Investigation. The existing culvert is prone to seasonal flooding impacts within this Class C drainageway. Outlined in the Town of Ulysses Engineering Feasibility Study titled *Town of Ulysses Culvert Replacement Project Dated June 2024*, it was recommended that the Town further investigate drainage areas for culverts that are suspected to be hydraulically undersized. Agard Road culvert was evaluated and identified as being undersized. Increasing the culvert size may impact downstream properties, therefore further evaluation is needed for the areas downstream of the Agard Road culvert up to the driveway culvert on the solar property (north of the project location). The remaining downstream channel appears to be an unrestricted flow meandering north which ultimately outlets to Taughannock Creek.

Should other culverts or drainage channels downstream of the Agard Culvert be determined to be undersized with the proposed increase in culvert opening for Agard Road, the Town would be able to plan accordingly based on this understanding of the full implications of increasing the Agard culvert size. By completing this drainage investigation, it is our opinion that the Town's Water Quality Improvement Project (WQIP) Program Grant Application will be in a better position for an award as this drainage investigation will be a requirement of the project as part of the final approval process.

I. Project Understanding

The June 2024 Report identified the Agard Road Culvert near the intersection with Jacksonville Road as an undersized culvert at the 50-year and 100-year peak flows. The Town has identified this culvert as overtopping several times within the last ten years. The report evaluated upsizing the new culvert at Agard Road to pass the 100-year storm event. This current report detailing the proposed improvements will also follow technical reference guidelines for WQIP Category for culvert repair/replacement projects for Nonpoint Source Program Funding.

The limits of the drainage investigation will begin at the Agard Road Culvert and extend north along the drainage channel through the property at 2706 Agard Road to the downstream culvert at Jacksonville Road that continues north to the driveway culvert for the solar panel farm at 7107 Jacksonville Road. Both Jacksonville Road Culvert and driveway culvert existing conditions will be analyzed in HEC-RAS along with the approximate 1,200 linear feet drainage channel starting at the Agard Road Culvert.

Our evaluation is based on the following assumptions and available data.

- Our evaluation area is approximately 1,200 linear feet of drainage channel with three culverts being evaluated: Agard Road Culvert, downstream culvert on Jacksonville Road & Jacksonville Driveway (Solar Farm) culvert.
- The existing hydrology data from the Engineering Feasibility Study dated June 2024 titled "Culvert Replacement Project"
- Using flow rates identified in the approved engineering report, no new hydrology calculations for the evaluation area and contributing areas are proposed at this time.
- Field work will be performed to complete a limited topographic survey of the evaluation area and review the existing culverts at Jacksonville Road and the driveway culvert at 7107 Jacksonville Road. Survey data to include, topographic elevation data, cross sections every 50 feet, and existing culvert details downstream of Agard Road. Culvert invert elevations to be collected by MRB Group or subconsultant thereof.
- Our evaluation will identify the net benefits for the following proposed improvements:
 - Replacement of the Agard Road Culvert to pass a 100-year storm event.

- Evaluate downstream channel improvement options to improve existing conditions and/or negate effects resulting from an increase in the capacity of the Agard Road Culvert.
- Review potential impacts to the existing culverts at Jacksonville Road and driveway culvert at 7107 Jacksonville Road based on the proposed improvements to the Agard Road Culvert.
- We note that this channel is a Class C tributary, therefore any proposed future work activities occurring within this drainage channel would require regulatory permitting and approvals.

II. Scope of Services and Compensation

A. Survey and Mapping

1. Conduct topographic field survey along the channel within the evaluation area, at the culvert, Agard Road culvert, Jacksonville Road culvert and driveway culvert for the solar farm. Prior to fieldwork, review Agard Road utilities and record mapping Survey data to include, topographic elevation data, cross sections every 50 feet, and existing culvert details downstream of Agard road. UFPO Design ticket and coordination with County and Town regarding existing utility data.
2. Develop approximate right-of-way and property lines based on County tax mapping. The actual right-of-way survey is not included.
3. Supplement base mapping with aerial imagery. Create River Analysis System (RAS) Mapper surface.
4. Prepare base mapping in AutoCAD.

Subtotal of A..... \$5,700.00

B. Project Approach

1. Review the 2024 Town of Ulysses Culvert Report for hydrology data to use in the analysis. Project Set-up with HEC-RAS and input hydrology data from report.
2. Create channel alignment and cross sections to use in the evaluation area. Establish existing conditions and mannings 'n' values along channel and banks.

3. Prepare a HEC-RAS hydraulic model of the existing channel including culverts for Agard Road, Jacksonville Road and Solar Farm driveway culvert to define 'base or existing' conditions.
4. Create flood mapping for the existing conditions within the evaluation area.
5. Create a Proposed Channel HEC-RAS hydraulic model for replacing the Agard Road culvert and then review the potential impacts within the evaluation area. MRB will take this evaluation and update flood mapping in the base file. Evaluation is to be based on the 100-year storm event based on the Streamstat data documented in the June 2024 Report.
6. Meet with the Town to review findings and the potential channel improvement options. This meeting will result in a consensus on best approach that will be used in the future design of the Agard Road Culvert Improvement Project.
7. Prepare an H&H technical memo for the Agard Road Culvert Improvements, outlining findings/impacts, update opinion of probable cost, and recommended options for channel improvements.
8. Provide Town with final report to be submitted with the WQIP Grant Application.
9. MRB Group will discuss next steps with regards to funding, regulatory permitting and construction plans.

Subtotal of B..... \$10,800

Total Compensation..... \$16,500

The cost figure shown above represents 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 will submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group hourly rates are subject to annual adjustment.

III. Additional Services

The following items (not included in the above scope of services) can be provided on a personnel time-charge basis, but would only be performed upon receipt of your authorization:

- A. Preparation of grant funding application(s) for pursuing grant dollars for the replacement of the culvert.

- B. State Environmental Quality Review (SEQR) documentation/coordination.
- C. Geotechnical Investigation.
- D. Archaeological Investigation.
- E. Wetland delineation, biological investigation and associated reports.
- F. Agency Review Fees or permit applications to obtain necessary permits prior to construction.
- G. Construction design plans for Agard Road Culvert replacement.
- H. Additional downstream analysis or design of other culverts beyond Agard Road Culvert.
- I. Other environmental investigations, surveys, or reports.
- J. Boundary survey or right-of-way.
- K. Easement maps and descriptions.
- L. Stormwater Pollution Prevention Plan (SWPPP).

IV. Commencement of Work

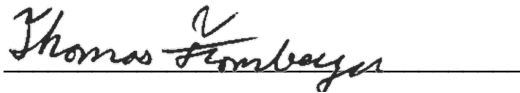
Upon receipt of the signed proposal, MRB Group will begin work on the project. It is intended that the field investigation and report would be completed in advance of the Consolidated Funding Application (CFA) submission date. While the CFA deadline has not been announced, it is expected that applications will be due in June or July.

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 continued consideration of our firm. We look forward to working with you on this very important project.

Sincerely,



Thomas J. Fromberger, P.E.
Land Development Services National Director



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

Proposal Accepted By:

Signature

Title

Date

Cc. James Janulis – MRB Group

<https://mrbgrou365.sharepoint.com/sites/Proposals/Shared Documents/New York/Ulysses, Town of/2025 NPS Agard Rd Culvert/Agard Rd Culvert Replacement & Drainage Investigation.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. 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.