

May 15, 2023

Fred Lightfoote, Supervisor  
Town of Gorham  
4736 South Street  
Gorham, New York 14461

**RE: PROPOSAL FOR PROFESSIONAL SERVICES  
PRELIMINARY ENGINEERING REPORT FOR GORHAM/HOPEWELL SEWER DISTRICT &  
MAP, PLAN & REPORT FOR DISTRICT FORMATION**

Dear Supervisor Lightfoote:

At your request, we are pleased to provide this proposal for Professional Services to prepare a Preliminary Engineering Report ("PER") to be used as the basis for seeking funding for the above referenced project. In addition, this report will include a Map, Plan, and Report for the purpose of district formation, as required by Town Law.

## **I. Background**

Ontario County retained the services of Barton and Loguidice to study a possible sewer extension in the Towns of Gorham and Hopewell in the general vicinity of County Road 18 (southwest of CMAC). This area included three private developments desirous of public sewer in: Lincoln Hill Farms, Chateau Olivia, and Sunset Ridge (formerly Canandaigua Shores). This PER would pick up where the previous sewer study left off to develop a project scope, cost and potential cost impacts to the properties within the sewer extension. It is our understanding that each Town would create a Town Sewer District that would be operated and maintained by the Ontario County Sewer District (subject to an Inter-Municipal Agreement). We also understand that the Town of Gorham will take the lead for this project. The PER must be prepared as an integral component of the Towns' potential funding application(s).

## **II. Scope of Services and Compensation**

MRB Group proposes the following scope of services and fee.

### **A. Study Phase**

1. Project initiation meeting with the Towns to confirm the desired service area, the current applicable sewer rates (from the County), connection charges (from the County), and other user costs.
2. Review the previous sewer study.
3. Field reconnaissance to determine the general topography and land features of the service area.
4. Coordination with the Towns to document any existing health and sanitary issues associated with the existing on-site septic systems in the service area.
5. Qualitative assessment of environmental resources in the service area and environmental permits that may be required.
6. Identify agency approvals, permits, and/or easements required to construct a new collection system in the service area.
7. Determine the number of proposed service connections and projected wastewater flows from the proposed service area.
8. Coordinate with the County, as the operator of the sewer system, to verify that adequate capacity exists at the Wastewater Treatment Facility and the existing conveyance (collection) system.
9. Prepare preliminary schematic layout plans for two alternatives, one of which will be traditional gravity sewers, pump stations, and force mains. The second alternative will be determined based on the review of the previous sewer study, field reconnaissance, and other factors that may emerge during the study phase. Funding agencies will require the examination of at least two reasonable alternatives in the PER.
10. Prepare capital cost estimates for both alternatives including estimated construction costs, administrative and engineering costs, and contingency.

B. Preliminary Engineering Report

1. The PER will be prepared in accordance with the Environmental Facilities Corporation (EFC) requirements. The PER will include the following essential elements:

- a. Executive Summary
- b. Initiation and Background
- c. Project Planning
  - Location
  - Environmental Resources Present
  - Population Trends
  - Community Engagement
  - Long Range Planning
- d. Existing Facilities
  - Location Map
  - History
  - Condition of Facilities
  - Financial Status of Existing Facilities
- e. Need For Project
  - Health and Safety
  - System Operation & Maintenance ("O&M")
  - Reasonable Growth
- f. Alternatives Considered
  - Alternative 1 – Gravity/Pump Station and Force Main Collection System
  - Alternative 2 – to be determined
  - Recommended Alternative
- g. Proposed Project
  - Preliminary Project Design
  - Project Schedule
  - Permit Requirements

- Engineer's Opinion of Probable Cost
- User Cost Analysis including capital debt service, sewer use and O&M charges, and power. Connection related charges will also be identified (i.e., abandonment of septic tank, house lateral, electrical connections, etc.)

h. Conclusions and Recommendations

i. Figures and Appendices

2. Following the preparation of the draft PER, we will schedule a meeting with the Towns to review the report. Comments received will be incorporated into the final report. Three (3) hard copies of the final PER will be provided to each Town.

C. Map, Plan and Report

1. The following scope of services is based on delivering one, combined Map, Plan and Report to be used for the process of creating separate sewer districts in each Town. We have assumed that each district will be created on a "benefit" basis, under Article 12 of the Town Law (Petition).
  - a. Preparation of the engineering report (Map, Plan and Report) including district maps and boundary descriptions for each Town Sewer District. The engineering report shall include the following components:
    - Preliminary property lists for each Town Sewer district. Coordinate with the Town Assessors to verify the accuracy of the property lists and assessments.
    - In coordination with the Towns, estimate the number of Equivalent Dwelling Units (EDUs) within each Town Sewer District.

- Coordinate with the Towns to confirm how capital debt service will be cost-shared among the two Town Sewer Districts. Our initial assumption is that the capital debt service will be apportioned to each district based on each district's percentage of the total EDUs in the project. In this way, annual debt service charges to EDUs will be uniform across both districts.
  - An estimate of the total annual capital debt service associated with the projected borrowing for the project and the associated amount of capital debt service to be apportioned to each district. We will coordinate with the Town's fiscal advisor with respect to assumed financing factors (interest rate and term).
  - Based on the above factors, estimate the total annual cost per EDU including capital debt service, sewer use charges, and any other miscellaneous charges.
  - The Map, Plan and Report will generally include the elements below:
    1. Project Planning Area
    2. Existing Facilities
    3. Proposed District
    4. Cost Estimates
    5. Estimated EDUs
    6. Estimated Costs to Benefited Users
    7. Conclusion and recommendations
    8. District Maps and metes and bounds Descriptions
    9. Figures and Appendices
- b. Technical input as necessary to assist each Town Attorney in the development of the Article 12 petition for each sewer district.
- c. Preparation for and attendance at one (1) public information meeting for the project and two (2) public

hearings (one for each district), including preparation of exhibits and handouts.

D. SEQR

1. As part of the district formation process, several requirements for environmental planning must be completed. This includes conducting the State Environmental Quality Review (SEQR), coordination with the NYS Department of Parks, Recreation and Historic Preservation (SHPO), and preparation of an Environmental Report.

We have assumed that one environmental review process, including SEQR, will be conducted for the project as a whole and will encompass both sewer districts. We have further assumed that the Town of Gorham would be the SEQR Lead Agency.

2. State Environmental Quality Review (SEQR)  
As part of most funding application requirements, SEQR will need to be completed. The following services will be provided to complete the SEQR process:
  - a. Consultation request with the SHPO Cultural Resources Information System (CRIS) online service.
  - b. Use governmental agencies' websites to develop environmental planning maps for the following, but not limited to:
    - SHPO
    - NYS Department of Agriculture and Markets
    - Soil Survey Maps
    - U.S. Department of the Interior's Fish and Wildlife Service (USFWS)
    - NYS Department of Environmental Conservation Division of Fish, Wildlife & Marine Resources
    - U.S. Army Corps of Engineers (USACE)
    - FEMA Flood Insurance Rate Maps

- c. Prepare Full Environmental Assessment Form (EAF) Parts 1-3.
- d. Develop involved and interested agencies list.
- e. Complete the 30-day Lead Agency Coordination packages with involved and interested agencies.
- f. Forward the Town's SEQR Determination to all involved agencies and publish in the NYSDEC Environmental Notice Bulletin (ENB).
- g. Prepare draft Resolutions (3 in total) to assist with the SEQR process.

**Total Compensation ..... \$45,000.00**

*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. 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. Survey and mapping of the project area.
- B. NEPA or federal environmental review beyond the review outlined above.
- C. SHPO archeological investigation.
- D. Funding applications.
- E. Geotechnical evaluation or subsurface investigation.
- F. Design, bidding, or construction phase services.
- G. The scope of work described above is generally acceptable for many typical funding agencies. However, Engineering Report updates, additional reporting, or services beyond the scope of work described above, as may be needed for individual or varied funding agencies, will be an additional service.

**IV. Commencement of Work**

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

**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. We have included an additional copy for your records. It has been our privilege to work with the Town over the many years and we look forward to working with the Town on this project.

Respectfully submitted,



Gregory J. Hotaling, P.E.  
Sr. Project Manager



David M. Doyle, P.E.  
Vice President

[https://mrbgroupp365.sharepoint.com/sites/Proposals/Shared Documents/Letter Proposals/2023/gjh - Gorham\\_Hopewell Sewer Ext PER and MPR.docx](https://mrbgroupp365.sharepoint.com/sites/Proposals/Shared Documents/Letter Proposals/2023/gjh - Gorham_Hopewell Sewer Ext PER and MPR.docx)

**PROPOSAL ACCEPTED 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.