

May 4, 2022

David Linger
Geneva Local Development Corporation
47 Castle Street
Geneva, NY

**RE: PROPOSAL FOR PROFESSIONAL SERVICES
GENEVA LOCAL DEVELOPMENT CORPORATION
CONSOLIDATED FUNDING APPLICATION – NEW YORK MAIN STREET**

Dear Mr. Linger:

We are pleased to provide this proposal for assistance in preparing an upcoming Consolidated Funding Application (CFA) through the New York State Department of Homes and Community Renewal (HCR) for the New York Main Street (NYMS) program on behalf of the Geneva LDC. This grant application will request funding to support mixed use building improvements within a targeted area of the City of Geneva, particularly improvements that create or enhance housing that meets “affordable” rental thresholds. In 2021, NYMS offered grants of up to \$500,000 for the Target Area Building Renovation Activities program. The grant amount could include 7.5% for administration, with the remainder supporting building renovation projects. Matches are provided by the building projects, not the grant applicant. We anticipate similar amounts will be offered for the 2022 program.

I. **Background**

It is our understanding that the Geneva LDC would like to engage MRB Group to write a grant application for NYMS funding, with the primary applicant most likely being the City of Geneva.

HCR solicits applications through the New York State Consolidated Funding Application (CFA) for the purpose of supporting building renovations in targeted downtown and main street areas. In particular, HCR seeks to support adaptive reuse of historic buildings into mixed-use facilities and the creation and enhancement of affordable housing units.

Based on recent conversations with HCR representatives, it is our understanding that NYMS applications in 2022 will require substantial pre-application development work to be competitive. Successful applications will likely have utilized a marketing and public engagement process to identify the vast majority of renovation projects to be funded.

II. **Scope of Work**

MRB Group will assist the Geneva LDC with the preparation of a NYMS application by preparing the various documents required to submit through the CFA application portal. Specifically, we will work with relevant partners to undertake the following tasks resulting in a complete application:

- Identify a target area and potential renovation projects
- Provide interested building owners and developers with information about the processes and requirements of participating in NYMS, and confirm proposed project eligibility
 - *Pre-development Note: if sufficient interest in the program and/or eligible projects cannot be identified during this predevelopment phase, work on the proposal will stop and Geneva LDC will only be billed for work completed.*
- Work with confirmed participating building owners and developers to understand the proposed renovations and budgets, as well as collect project documentation
- Outline the program strategy and how it will assist in enhancing economic activity and vibrancy of the target area
- Define the implementation strategy
- Demonstrate alignment with existing community plans
- Provide examples of past successful NYMS implementation
- Ensure that the required public participation and municipal resolution are completed
- Incorporate all necessary documents and information into the CFA application portal

III. **Fee**

MRB Group's fee will be an hourly not to exceed basis with a total budget of **\$10,000.00**.

- *Pre-development Note: Pre-development work to identify projects for inclusion in the proposal will be an hourly not to exceed of \$3,000.*

The cost figure shown above represents our hourly not to exceed amount. This proposal presumes no significant changes in program guidelines. Should guidelines change significantly, or if any additional work beyond this fee and outside the scope of this proposal is expected, it 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 Groups Standard Rates are subject to annual adjustment.

IV. Commencement of Work

Upon receipt of the signed proposal, MRB Group will begin work on the CFA grant application process. We anticipate that grant applications will be due in the later part of July 2022 and grant awards will be announced in December 2022.

V. Standard Terms and Conditions

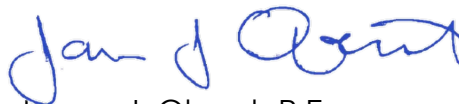
Attached hereto and made part of this Agreement is MRB Group's *Standard Terms and Conditions*.

If this proposal is acceptable to you, please return one copy to our office. Thank you for your consideration of our firm. We look forward to working with you on this project.

With best regards,



Matt Horn
Director of Municipal Services



James J. Oberst, P.E.
Executive Vice-President, C.O.O.

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PROPOSAL ACCEPTED FOR THE GENEVA LOCAL DEVELOPMENT CORPORATION 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.