

June 1, 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 TECHNICAL ASSISTANCE**

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-Technical Assistance (NYMS-TA) program on behalf of the Geneva LDC. This grant application will request funding to support building reuse and feasibility analyses, as well as economic development planning. In 2022, NYMS-TA is offering grants of up to \$20,000 requiring a 5% cash match. This amount cannot be used to support grant administration costs.

I. **Background**

It is our understanding that the Geneva LDC would like to engage MRB Group to write a grant application for NYMS-TA 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 planning for downtown building renovation and preservation projects. In particular, HCR seeks to support adaptive reuse of historic buildings into mixed-use facilities and the creation and enhancement of affordable housing units. If awarded, the grant funding would allow the applicant to engage in planning activities that would help property owners understand the feasibility and scope of development work at their downtown buildings. These planning activities could be used to help position the City of Geneva and participating

property owners for a future NYMS application to support the renovation and construction costs.

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:

- Outline the project strategy
- Complete the required Project Workplan
- Draft an RFP to be used to procure professional services for the project
- Complete required Environmental Review form
- Demonstrate alignment with existing community plans
- Provide examples of past successful NYMS implementation
- Describe why Technical Assistance funding is needed, despite prior experience and success with the program, and how it will prepare the City of Geneva for future NYMS funding
- Ensure that the required municipal resolution is 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 **\$5,000.00**.

The cost figure shown above represents our hourly not to exceed amount. Should 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. The grant application will be due July 29, 2022 and we anticipate 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.

\\mrbgroup.prv\Admindata\630006\Ltrs-Proposals\2022\Geneva LDC\trv-Letter Proposal--Geneva LDC--CFA-NYMS-TA.docx

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.