



February 24, 2025

Kyle Lovell, City Manager  
City of Oneida  
109 N Main Street  
Oneida, NY 13421

**Re: Proposal for Professional Services  
Grant Research Services**

Dear Mr. Lovell,

Following our conversations with our economic team regarding the funding needs for the Kallet Theater/Civic Center owned by the City of Oneida, MRB Group is pleased to provide a proposal to support your organization with grant research.

**I. Project Overview**

MRB Group proposes to provide the City of Oneida with research services in support of grant funding for the Kallet Theater/Civic Center. The building is currently used for events such as concerts, comedy shows, theatrical performances, and can also be rented by residents for weddings, parties, meetings, etc. The City received DRI funding for projects in the area, however the Kallet building did not receive funding. As the theater is a large, highly visible building in the middle of a transformational area, the City wants to ensure the building can be improved along with the other buildings, continues to be a community asset, and does not become an eyesore. MRB Group will complete research to find funding opportunities that could aid in ensuring this historic building remains an essential part of the community.

**II. Scope of Services and Compensation**

**A. Grant Research**

MRB Group will meet with City leadership to identify areas of concern for the building and/or development goals to support our grant research efforts. Our team will evaluate grant opportunities for competitiveness, feasibility, and ability to be matched with current grants, and

report opportunities to the City. Additionally, we will look into grant opportunities identified by the City at their request.

Once a funding opportunity has been identified, MRB Group will provide an additional proposal to the City to write and submit the grant. MRB Group staff will research potential opportunities on an hourly basis up to the fee stated below. Once our hours meet that fee, we will coordinate with the City to see if we need to complete an amendment to this proposal for further work or we will conclude our services.

**Total Compensation..... \$3,500.00**

*The cost figure shown above represents an hourly not-to-exceed 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 Rates are subject to adjustment.*

### III. Additional Services

Engineering, architecture, and other related services, not included in the above services, can be provided on a personnel time-charge basis, but would only be performed upon receipt of your authorization.

### IV. Commencement of Work

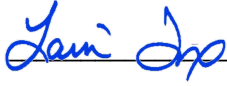
Upon receipt of the signed proposal, MRB Group will begin work on the project.

### V. Standard Terms and Conditions

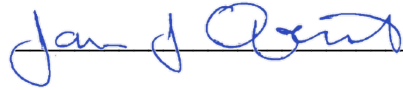
Attached hereto and made part of this Agreement is MRB Group's Standard Terms and Conditions.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Laurie Fox", written over a horizontal line.

Laurie Fox  
Grant Administrator

A handwritten signature in blue ink, appearing to read "James J. Oberst", written over a horizontal line.

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

Proposal Accepted By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

<https://mrbgrou365.sharepoint.com/sites/Proposals/Shared Documents/New York/Oneida, City/2025 Oneida Grant Research Services.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.