

**TOWN OF BRIGHTON TOWN BOARD  
FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE  
MEETING AGENDA**

**Meeting Date: Wednesday, May 17, 2023 (8:30 a.m.)  
Location: Auditorium, Brighton Town Hall**

1. Approval of Minutes – Receive and file minutes of the May 3, 2023, meeting.
2. Approve In/Ex Architecture additional services contract dated April 17, 2023, in the amount of \$13,510 (Public Works) – Request from Evert Garcia for Town Board action to approve the additional services contract with In/Ex Architecture which will evaluate two green HVAC solutions. This additional review was requested by the Town's Sustainability Oversight Committee (SOC) and was not part of the original Town Hall facility priority project (see letter from E Garcia).
3. Award contract to Pro Construction to perform sidewalk repair up to the 2023 budgeted amount of \$276,100 (Public Works) – Request from Evert Garcia and Chad Roscoe for Town Board action to award the project to Pro Construction as the lowest responsible bidder to the request for proposal (RFP) reducing the quantity of sidewalks to the 2023 budgeted amount of \$276,100. If the Town Board would like to pursue a larger project, we will review that funding (see letter from E Garcia).
4. Award contract to Barton & Loguidice to provide material (asbestos) testing and inspection services for the pre-demolition of 59 Hampshire Drive dated May 8<sup>th</sup>, 2023, in the estimated amount of up to \$4,048 (Public Works) – Request from Evert Garcia and Brendan Ryan for Town Board action to enter into an agreement with Barton & Loguidice as the lowest responsible bidder to the request for proposal (RFP) to provide material testing and inspection services for the pre-demolition of a single family home at 59 Hampshire Drive (see letter from B Ryan).
5. Approve a service contract to be awarded to the lowest responsible bidder for the purpose of reviewing, updating and finalizing the Employee Handbook (Personnel) – Request from Tricia VanPutte for Town Board action pending timely and clear vendor responses and an agreeable budget modification (see letter from T VanPutte).

6. Approve 2023 Budget Amendment for purchase of an ambulance for Brighton Volunteer Ambulance (Finance) – Request from Earl Johnson for Town Board action to authorize a budget amendment in the amount of \$38,000 to account SA.AMBUD.3600.2.25 Emergency Response Vehicles. Funds will be appropriated from Fund Balance per the 18-month ambulance replacement cycle as approved in the 2023 – 2025 Capital Improvement Plan (see letter from E Johnson).

**The next regularly scheduled meeting of the FASC will be held on  
WEDNESDAY, JUNE 7, 2023, at 8:30 a.m.  
in the AUDITORIUM of the Brighton Town Hall.  
All members of the public are invited to attend FASC meetings.**

**\*\*AS PER THE REGULAR SCHEDULE\*\***

**Brighton Town Board**  
**Finance and Administrative Services Committee**  
**Meeting Notes from the Wednesday, May 3, 2023 Meeting**

**ATTENDEES**

**FASC Committee members:**

Jason DiPonzo (Chair)  
Robin Wilt  
William Moehle  
Paula Parker (Staff to the Committee)

**Other Town Councilmembers:**

**Department Heads/Other attendees:**

Evert Garcia (Public Works)  
Earl Johnson (Finance)  
Steve Zimmer (Highway)  
Suzanne Zaso (Finance)

The Town Board's Finance and Administrative Services Committee (the FASC) met at 8:30 a.m. and reviewed a contractual, procurement, finance and/or budget, and personnel related matters referred by Town departments and is prepared to make recommendations to the full Town Board as follows:

**Approval of Minutes:** Approval of Minutes – Received and filed the minutes of the April 19, 2023 meeting.

**Town Bid/Proposal Authorizations and Awards:**

No matters for this meeting

**Grant Authorizations and Acceptances:**

No matters for this meeting

**Contracts and Contract Change Orders:**

Approve two proposals from DebtBook for white glove GASB 96 Leasing implementation and a new contract for debt and lease tracking services (Finance Dept.) – The FASC discussed Paula Parker's request for Town Board action to approve the GASB 96 white glove implementation for lease tracking in the amount of \$2,000 and a new contract for debt and leasing project effective April 2, 2024, through April 1, 2027 in the total amount of \$27,000 - \$6,500; \$9,000 and \$11,500 respectively for each year. The Finance Department has been very happy with the debt service tracking and the implementation of the lease tracking with make the Town compliant with the new GASB 96 regulations (see letter from P. Parker).

FASC recommends the Town Board take favorable action on this matter.

**Budget Amendments and Transfers:**

No matters for this meeting.

**Personnel Matters:**

Approve promotion of Anthony Rogers from Laborer to Skilled Laborer effective May 15, 2023 (Sewer Dept.) – The FASC discussed with Steve Zimmer the department's request for Town Board action to approve the promotion of Mr. Anthony Rogers to the position of Skilled Laborer from the position of Labor effective May 15, 2023, at an hourly rate of \$30.59 for a 40-hour week. Mr. Rogers will serve a 26-week probationary period. All other conditions as outlined in the current CSEA bargaining unit agreement (see letter from S. Zimmer). FASC recommends the Town Board take favorable action on this matter.

**Other Matters for Action of the Town Board:**

No matters for this meeting.

**Other Matters for Discussion Only:**

No matters for this meeting.

**Matters Tabled for Research and/or Discussion:**

No matters for this meeting.

**Executive Session:**

There was no executive session called this meeting.

The meeting was adjourned at 08:50 am.

**The next regularly scheduled meeting of the FASC will be held on  
Wednesday, May 17th, 2023 at 8:30 AM**

in the **AUDITORIUM\*\*** at Brighton Town Hall.

All members of the public are invited to attend FASC meetings.

**\*\*AS PER THE REGULAR SCHEDULE\*\***



Town of  
**Brighton**

Public Works  
Department

**Evert Garcia, P.E.**  
Commissioner of Public  
Works

May 11, 2023

The Honorable Finance and Administrative Services Committee  
Town of Brighton  
2300 Elmwood A venue  
Rochester, New York 14618

Re: Town Hall Facility Evaluation-Additional Services  
Clean Heating and Cooling Evaluation

Dear Councilperson DiPonzo and Committee Members:

In/Ex Architecture (In/Ex) has completed an evaluation of the Town Hall facility that resulted in the development of a priority project. This evaluation also proposed five alternate projects that can be incorporated into the priority project if funding becomes available. After reviewing the report developed by In/Ex as part of the Town Hall evaluation, the Town's Sustainability Oversight Committee (SOC) requested that the Town consider and evaluate clean heating and cooling solutions as part of this project. The Town agreed with the SOC and requested a proposal for additional professional services from In/Ex to update the Town Hall Facility evaluation report to also consider clean heating and cooling solutions for the HVAC portion of the project.

As part of the additional services proposal, In/Ex will evaluate two HVAC solutions that do not use fossil fuels. These systems include 1.) a VRF air sourced heat pump solution and 2.) a geothermal water sourced heat pump solution. These systems will be evaluated to the same schematic design level as the hybrid HVAC system currently proposed as part of the priority project. In/Ex is proposing to perform this additional evaluation for a not to exceed cost of \$13,510.

I am requesting that the FASC authorize the Supervisor to amend the existing agreement with In/Ex Architecture to include an evaluation of clean heating and cooling solutions for an additional not-to exceed cost of \$13,510 in accordance with the scope outlined in the April 27, 2023 proposal from In/Ex Architecture. A copy of the proposal is attached for your reference.

Additionally, I am requesting that the FASC authorize the Finance Department to complete the necessary 2023 budget amendments to fund this work. It is my understanding that the Town has obtained ARPA funding that will be used to pay for the cost of the study.

I will be in attendance at your regularly scheduled May 17, 2023, meeting in the event that you have any questions regarding this correspondence. As always, your consideration of matters such as this is greatly appreciated.

Sincerely,

2300 Elmwood Avenue Rochester, New York 14618 [www.townofbrighton.org](http://www.townofbrighton.org)  
Evert.Garcia@townofbrighton.org 585-784-5222

Evert Garcia  
Department of Public Works

Cc      Earl Johnson  
          Paula Parker

Encl:    Proposal from In/Ex Architecture dated April 27, 2023

April 27, 2023

**ATTN:** Evert Garcia, P.E.  
Town of Brighton  
2300 Elmwood Avenue | Rochester, NY 14618  
(o) 585.784.5222  
(e) [evert.garcia@townofbrighton.org](mailto:evert.garcia@townofbrighton.org)

Mr. Garcia:

We kindly submit the following proposal for additional services for the Brighton Town Hall “Green” Heating and Cooling HVAC System Evaluation Project. We have included the services of M/E Engineering and Trophy Point within this proposal and have enclosed their proposals along with this submission.

We understand that this project is to deliver:

1. An amended Schematic Report, to match detail and description of the Phase 1 (Priority Project, submitted 02.03.23), that includes two new MEP solutions intended to not utilize any fossil fuels:
  - a. VRF system with an air-to-air DOAS units, no perimeter heat and electric snow melt (Air-source heat pumps)
  - b. Geothermal water source heat pumps with an air-to-air DOAS units, no perimeter heat and electric snow melt (Geothermal)
2. Report will include zoned floor plans of both solutions to be provided to match level of detail provided in Priority Project Report.
3. Report will include Site review with internet-based mapping to determine potential geothermal well field size to fit into the parking lot.
4. A preparation of opinion of probable cost for the green HVAC systems being evaluated to the same level (SD) as the currently proposed hybrid HVAC system shown in the Phase 1 (Priority Project). The opinion of probably cost will consider:
  - a. Identification of design contingency and escalation amounts
  - b. Consideration of capital costs
  - c. Consideration of operating costs and comparison to the currently proposed hybrid HVAC alternative along with a simple payback analysis
  - d. Consideration of any additional time required for staff to be relocated during renovations as a result of the green HVAC solutions.
5. Evaluation of the amount of CO2 reduced from going into the atmosphere for the original and proposed options.
6. A listing of known energy incentives for the described systems with anticipated associated incentive amount.
7. Meetings—Three meetings:
  - a. One (1) review meeting with Evert Garcia and,
  - b. Two (2) hour meetings with the Town Board.

**Additional assumptions:**

- Geothermal will be proposed at 200' deep wells. No geotechnical services will be retained to test the site at this time.
- Assumes that the SD level solutions proposed will not impact the current first priority project or masterplan project in any way.

#### **Fee**

The proposed fee for ARCHITECTURAL services, excluding consultants is \$2,560.

The architectural fee is based on the hours detailed above and our 2023 billing rate of \$140/hour. Reimbursable expenses have been included within our fee as you requested, and no additional billings will be made for these fees outside of the quoted number. Whenever feasible, we will utilize electronic copies distributed through email or a shared drive. 884

The proposed fee for services, including consultants and expenses is \$13,510.

- \$7,200 – M/E Engineering
- \$3,750 – Trophy Point

Not included in our scope of services, but available as additions to the scope of work:

- Design of the building systems for bidding and construction purposes.
- Energy modeling utilizing energy software. BIN hour information will be utilized for this effort.
- Utility company and NYSERDA energy incentive studies, reviews, applications and documentation.
- Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with the Project.

Not included in our scope of services:

- Permits/permit fees
- Elevation Certificates
- Any and all environmental testing or services
- Geotechnical reports
- Energy Consulting
- Creation of Owner Contractor Agreement
- Creation of contractor pay applications or change orders on AIA forms

Terms and Conditions – the attached professional services terms and conditions are included and along with the above terms constitutes the entire agreement.

Should the above and attached terms be agreeable to you, please sign, date and return this form. Please contact me with any questions or to discuss this proposal further. We are very much looking forward to working with you.

Sincerely,

Vanessa E. Villeneuve

Vanessa E. Villeneuve, R.A.  
LEED Green Associate  
Principal  
IN/EX Architecture P.C.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Professional Services Terms and Conditions

**Billings/Payments:** Invoices will be submitted monthly by the DESIGN PROFESSIONAL, in the DESIGN PROFESSIONAL's standard format, to the CLIENT for services and reimbursable expenses and, unless other mutually satisfactory arrangements have been made between the CLIENT and the DESIGN PROFESSIONAL, are due upon receipt. The invoices shall be considered past due if not paid within 30 days after the invoice date and the DESIGN PROFESSIONAL may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT or others, suspend the performance of services. A finance charge will be assessed in the amount of 1.5% per month on unpaid balances. In the event any portion of the account remains unpaid 60 days after billing, the CLIENT shall pay the DESIGN PROFESSIONAL's collection costs, including reasonable attorney's fees. If the CLIENT fails to make payment to the DESIGN PROFESSIONAL in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by the DESIGN PROFESSIONAL. Payment of invoices is in no case subject to unilateral discounting or set-offs by the CLIENT, and payment is due regardless of suspension or termination of the Agreement by either party.

**Access to Site:** Unless otherwise stated, the DESIGN PROFESSIONAL will have access to the Site for activities necessary for the performance of the services, such access will be arranged by the CLIENT. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the DESIGN PROFESSIONAL will take precautions to minimize damage due to these activities, but shall not be held responsible for the restoration of any resulting damage.

**Information Provided by Others:** The CLIENT shall furnish, at their own expense, all information, requirements, reports, data, surveys and instructions required by this agreement. The DESIGN PROFESSIONAL may use all such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

**Jobsite Safety:** Neither the professional activities of the DESIGN PROFESSIONAL, nor the presence of the DESIGN PROFESSIONAL or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The DESIGN PROFESSIONAL and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the CLIENT's agreement with the General Contractor. The CLIENT also agrees that the CLIENT, the DESIGN PROFESSIONAL, and the DESIGN PROFESSIONAL's consultants shall be indemnified and shall be made additional insured under the General Contractor's general liability insurance policy.

**Hidden Conditions and Hazardous Materials:** A condition is hidden if it cannot be investigated by reasonable visual observation or records reviewed as customary in the performance of the services being rendered. If the DESIGN PROFESSIONAL has reason to believe that such a condition may exist, the DESIGN PROFESSIONAL shall notify the CLIENT who shall authorize and pay for costs associated with the investigation of such a condition and, if necessary, costs necessary to correct said condition. If (1) the CLIENT fails to authorize such investigation or correction after due notification, or (2) the DESIGN PROFESSIONAL has no reason to believe that such a condition exists, the CLIENT is responsible for all risks associated with this condition, and the DESIGN PROFESSIONAL shall not be responsible for the existing condition nor any resulting damages to persons or property. Unless specifically agreed upon prior to the commencement of service, the DESIGN PROFESSIONAL shall have no responsibility for the discovery, presence, handling, removal, disposal, or

exposure of persons to hazardous materials of any form.

**Buried Utilities:** The DESIGN PROFESSIONAL and/or its authorized subconsultant will conduct the research that in its professional opinion is necessary with respect to the assumed locations of underground improvements. Such services by the DESIGN PROFESSIONAL or its subconsultant will be performed in a manner consistent with the ordinary standard of care. The CLIENT recognizes that the research may not identify all underground improvements and that the information upon which the DESIGN PROFESSIONAL relies may contain errors or may not be complete. The CLIENT agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the DESIGN PROFESSIONAL and anyone for whom the DESIGN PROFESSIONAL may be legally liable, for damages to underground improvements resulting from subsurface penetration locations established by the DESIGN PROFESSIONAL.

**Construction Observation:** The CLIENT hereby retains the DESIGN PROFESSIONAL to visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the CLIENT and DESIGN PROFESSIONAL, in order to observe the progress and quality of the work completed by Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the DESIGN PROFESSIONAL to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the design.

**Defects in Service:** The CLIENT shall promptly report to the DESIGN PROFESSIONAL any defects or suspected defects in the DESIGN PROFESSIONAL's services of which the CLIENT becomes aware, so that the DESIGN PROFESSIONAL may take measures to minimize the consequences of the defect. Failure by the CLIENT and the CLIENT's contractors and subcontractors to notify the DESIGN PROFESSIONAL shall relieve the DESIGN PROFESSIONAL of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

**Indemnifications:** The DESIGN PROFESSIONAL and the CLIENT mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the project that is the subject of this agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

**Risk Allocation:** To the maximum extent permitted by law, the DESIGN PROFESSIONAL's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the total amount of \$100,000 or the DESIGN PROFESSIONAL's fee. Such causes include, but are not limited to, the DESIGN PROFESSIONAL's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

**Consequential Damages:** Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the CLIENT or the DESIGN PROFESSIONAL, their employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

**Dispute Resolution:** Any claim or dispute between the CLIENT and the DESIGN PROFESSIONAL shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s).

**Ownership of Documents:** All documents produced by the DESIGN PROFESSIONAL under this Agreement shall remain the property of the DESIGN PROFESSIONAL and will not be used by the CLIENT for any other endeavor without the consent of the DESIGN PROFESSIONAL. CLIENT agrees to indemnify and hold harmless

DESIGN PROFESSIONAL from any claims that arise due to the reuse, or misuse of the work documents.

**Unauthorized Changes:** In the event that the CLIENT consents to, allows, authorizes, or approves of changes to any plans, specifications, or other documents, and the DESIGN PROFESSIONAL does not approve these changes in writing, the CLIENT recognizes that such changes and results thereof are not the responsibility of the DESIGN PROFESSIONAL. Therefore, the CLIENT agrees to release the DESIGN PROFESSIONAL from any liability arising from the construction, use, or result of such changes.

**Governing Law:** The CLIENT and the DESIGN PROFESSIONAL agree that all disputes arising out of or in any way connected to this Agreement, its validity, interpretation and performance, and remedies for breach of contract, or any other claims related to this Agreement shall be governed by the laws of the State of New York.

**Assignment:** Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

**Subconsultants:** The DESIGN PROFESSIONAL may use the services of subconsultants when, in the DESIGN PROFESSIONAL's sole opinion; it is appropriate and customary to do so.

**Extent of Agreement:** This Agreement comprises the final and complete agreement between the CLIENT and the DESIGN PROFESSIONAL. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel, and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the CLIENT and the DESIGN PROFESSIONAL.

**Additional Services:** Services not explicitly detailed in this Agreement will be considered additional and subject to increased project fees. Additional services will not be provided without the CLIENT's prior authorization to proceed.

**Termination:** Either party may terminate this Agreement upon 10 calendar day's written notice. In the event of termination, the CLIENT shall pay the DESIGN PROFESSIONAL for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

**Severability:** Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

**Timeliness:** The DESIGN PROFESSIONAL will perform its services with due and reasonable diligence consistent with sound professional practices.

**Delays:** The DESIGN PROFESSIONAL is not responsible for delays caused by factors beyond the DESIGN PROFESSIONAL's reasonable control. When such delays beyond the DESIGN PROFESSIONAL's reasonable control occur, the CLIENT agrees the DESIGN PROFESSIONAL is not responsible for damages, nor shall the DESIGN PROFESSIONAL be deemed to be in default of this Agreement.



Town of  
**Brighton**

## Public Works Department

**Evert Garcia, P.E.**  
Commissioner of Public Works

May 15, 2023

The Honorable Finance and Administrative Services Committee  
Town of Brighton  
2300 Elmwood Avenue  
Rochester, New York 14618

Re: 2023 Town of Brighton Sidewalk Repair Program

Dear Councilperson DiPonzio and Committee Members:

Pursuant to prior authorization, the above referenced bid was publicly advertised and opened on May 12, 2023. Nine (9) contractors and seven (7) construction clearinghouses downloaded the contract documents for review. Four (4) companies submitted bids for consideration. Table-1 below provides a summary of bids that were received for this project.

Table – 1 Bidder's List

#	<u>Contractor Name</u>	<u>Base Bid</u>
1	Pro Construction	\$ 374,396.80
2	Ironwood Heavy Highway	\$ 465,132.40
3	Keeler Construction	\$ 667,495.50
4	Rochester Earth	\$ 625,119.00

Town staff reviewed the bids for completeness and accuracy and concluded that the lowest price quote provided by Pro Construction is representative of the costs necessary to complete the project and the contractor is qualified to perform the proposed work. Since the low bid price exceeds the 2023 budgeted amount of **\$276,100**, I am requesting that FASC recommend that the Town Board award the project to the low, responsible, and responsive contractor, Pro Construction, for a total cost not to exceed of **\$276,100**. The quantity of sidewalks to be repaired included in the bid documents will be reduced to limit the cost of the project to the 2023 budgeted amount.

The 2023 Town of Brighton Sidewalk Repair Program contract has a one-year term with the option to renew the contract for up to three additional twelve-month periods at the sole discretion of the Town of Brighton. Future contract extensions will be presented to FASC prior to authorization. Funds are available in the 2023 Budget from the Sidewalk District account (SK.SWLKD.5411 2.65), \$246,100, and the Town wide sidewalk account (A.DPW.5410 4.49), \$30,000. Any necessary change orders will be presented to the FASC committee for review.

As always, thank you for your consideration. If you have any questions regarding this matter, please contact me.

Respectfully,

Evert Garcia  
Commissioner of Public Works

Cc: E. Johnson  
P. Parker  
K. Sears  
S. Zimmer  
C. Roscoe



Town of  
**Brighton**

## **Public Works Department**

Commissioner of Public Works – Evert Garcia, P.E.

**Brendan Ryan**  
Assistant Engineer

May 15, 2023

The Honorable Finance and Administrative Services Committee  
Town of Brighton  
2300 Elmwood Avenue  
Rochester, New York 14618

Re: 59 Hampshire Drive  
Asbestos Inspection Services

Dear Chairperson DiPonzo and Committee Members:

At the April 5, 2023 FASC meeting, approval was granted to draft and publish a request for proposals (RFP) seeking a qualified professional firm to provide material (asbestos) testing and inspection services for the pre-demolition of the single-family house at 59 Hampshire Drive. In October of 2022, the Brighton Town Board declared the structure as dangerous and unsafe and subsequently approved the demolition of said structure.

The RFP was advertised on April 26, 2023 and responses were received on May 11, 2023. Three (3) firms submitted responses to the RFP. Town staff reviewed the proposals for completeness and accuracy and determined that Barton & Loguidice is the lowest priced and qualified firm to perform these services. The other two firms, Empire Wrecking and Stohl Environmental, submitted proposals assuming that the Town would use controlled demolition on this property, an approach that the Department of Public Works had previously determined could not be pursued.

We are requesting that FASC recommend that the Town Board authorize the Supervisor to enter into an agreement with Barton & Loguidice to provide material testing and inspection services for the pre-demolition of 59 Hampshire Drive. The estimated cost for these services is \$4,048.00. This is composed of a \$2,000 lump sum fee for the sampling and report, plus a laboratory analysis fee that is dependent on the number of samples of potential asbestos-containing material that must be taken during sampling. Ultimately, the number of required analyses will be charged per the attached fee schedule.

Since this project was not budgeted for in 2023, we are also requesting authorization for the Finance Department to complete the necessary budget transfers and amendments to fund these services.

Evert Garcia will attend your regularly scheduled meeting on May 17, 2023 to discuss this matter in more detail. As always, your consideration of these matters is greatly appreciated.

Respectfully Submitted,

A handwritten signature in black ink that reads "Brendan Ryan". The signature is fluid and cursive, with "Brendan" on the top line and "Ryan" on the bottom line.

Brendan Ryan  
Department of Public Works

Cc: Paula Parker  
Earl Johnson  
Evert Garcia, P.E.

Enc: Barton & Loguidice Proposal

May 8, 2023

Mr. Brendan Ryan, Assistant Engineer  
Town of Brighton  
2300 Elmwood Avenue  
Rochester, New York 14618

Re: Pre-Demolition Asbestos Survey – 59 Hampshire Drive, Rochester, NY

File: 708.6446

Dear Mr. Ryan:

At your request, we have prepared this fee and services proposal for a required pre-demolition survey for asbestos containing materials for the residential property referenced above. The Town has declared the property unfit and has approved demolition and removal of the structure. The intent of our services is to sample and identify potential asbestos containing materials that will require addressing prior to demolition.

The project site consists of a single structure at 59 Hampshire Drive, Rochester, NY 14618. This single-family, two-story wood-framed house consists of 1,356 square feet of livable floor area and an attached garage with approximately 350 square feet of floor area. The building condition, extent of weather damage, and garbage storage described by the Town's Building Inspector was identified in Clarification #1. We will make reasonable efforts to document and sample suspect building materials that are accessible.

An overview of our proposed services, schedule, and associated fees are presented below.

## Scope of Services

### Pre-Demolition Survey for Asbestos Containing Materials

This task will include the following:

- We will provide a NYSDOL certified asbestos building inspector to review the residential property, both interior and exterior, for suspect ACM building materials. Suspect materials will be sampled as determined by applicable regulations for analysis. Sample locations will be documented on hand-drawn building sketches.
- The survey will be conducted in accordance with the New York State Industrial Code Rule 56 and U.S. EPA requirements.
- Bulk samples will be collected for laboratory analysis to determine the presence of asbestos in the structure. A report will be generated that will outline identified ACMs in the structures. Limited destructive sampling techniques will be utilized. Damages to finishes will remain.



Town of Brighton  
May 8, 2023  
Page 2

- Triplicate bulk samples will be collected from each homogeneous material in the building with the exclusion of non-friable organically bound materials (NOBs). Triplicate sampling is recommended by the U.S. EPA as a means of reducing erroneous findings due to random variations in asbestos content or analytical error. Duplicate samples of NOBs will be collected for analysis as required by the applicable regulations.
- Serial analysis will be performed on triplicate sets of samples at an appropriately accredited laboratory contracted by B&L. Bulk asbestos samples will be analyzed using the EPA interim method of dispersion staining/polarized light microscopy (PLM). The laboratory will analyze the first sample of each series (set). If this sample tests positive for asbestos, then no additional samples of the series will be analyzed. If the first sample tests negative for asbestos, then additional samples in the series will be analyzed until a sample tests positive. If samples in a series test negative for asbestos, then the material will be considered asbestos-free. The laboratory will review samples in each set for similarity of materials. Where required, the laboratory will supplement the PLM method with the stratified point count technique.
- NOBs, which will include floor tiles/mastics, caulk, sealants, and roofing materials, found to be negative for asbestos by PLM, will be verified as negative by transmission electron microscopy (TEM). TEM analysis is the most definitive analysis for determination of asbestos in an NOB. NOB samples will be analyzed by an accredited TEM laboratory subcontracted by B&L.
- The structure is currently vacant. Due to the nature of a pre-demolition survey, damage is expected and will remain. This might include minor damage to siding, roofing, floor/wall systems, etc. B&L will not be responsible for patching and matching finishes.
- A single report will be issued to you that will identify all materials sampled and the results of sampling. The pre-demolition survey report will identify survey methodologies. Extent of ACM shall be identified in tabular form and on field sketch drawings. Laboratory reports, chain-of-custody forms, and pertinent data generated during the survey will be included in the reports.
- A separate letter will be provided to the Town identifying recommendations and cost estimates for any necessary abatement work or further testing prior to demolition.

*Note: The potential for surfacing materials containing vermiculite exists. Although a low probability, if laboratory analysis identifies the presence of vermiculite, current regulations will require collection and analysis by a specialized method identified below. Analysis of any surfacing materials is contemplated by standard PLM analysis only. We will notify the Town if any surfacing material contains vermiculite as identified by the laboratory. If the surfacing material is determined to contain vermiculite, we will need to revisit the site and collect additional samples. It will then be required to be analyzed by a specific analysis instituted by NYS. The specific sampling protocol and laboratory analysis to determine asbestos content for surfacing materials containing vermiculite (SOF-V) is analytical method ELAP 198.8. In the absence of sampling, the material determined to contain vermiculite is required to be a presumed asbestos containing material (PACM). Analytical costs for this method are identified below and are exorbitant. However, the cost to address the surfacing material as PACM could be significant versus the laboratory costs to potentially refute the presence of asbestos. Our lump sum fee below does not include a separate site visit for collection and analysis by this method.*

Town of Brighton  
May 8, 2023  
Page 3

#### Staffing/Insurance

The project will be completed by a Staff Industrial Hygienist, Michael Goff, with over 20 years experience in the provision of similar services. An experienced industrial hygienist will assist Mr. Goff in the completion of the survey.

Upon indication of award, B&L will provide the Town of Brighton with requested insurance certificates for review and approval.

#### Fee Summary

B&L's lump sum fee to conduct the services identified in this proposal shall be a lump sum of \$2,000, excluding laboratory analysis. The lump sum fee includes all labor, expenses, materials, equipment, travel, administration, copying, communication, overnight packaging, and out-of-pocket expenses to complete the work and are based on the scope identified herein and the assumptions below. Laboratory analysis costs will be additionally reimbursable. The number and extent of laboratory analyses varies based on what exists in the property, regulations, and the analytical methods.

The estimated extent of laboratory analysis and subsequent laboratory fees are estimated for the property in the table below. *B&L will only invoice for the actual number of analyses required to complete the survey.* As stated above, the number of samples required by regulations to be collected is determined by the extent of existing materials present within the structure. The final laboratory cost will ultimately be adjusted up or down based on the actual number of analyses only. The unit rates for analysis are provided below.

Sample Type/Analysis –	Estimated Quantity	Rate/Analysis	Estimated Total Cost
Polarized Light Microscopy (PLM – Friable Samples)	24	\$12	\$288
PLM – Gravimetric Reduction (NOB Sample)	32	\$20	\$640
TEM – Follow-Up for NOB	32	\$35	\$1,120
Estimated Lab Total:			\$2,048

As a consequence, our not-to-exceed fee is estimated at \$4,048 and is predicated on the actual extent of laboratory necessary. The fee will be adjusted up or down based on the analytical requirements.

#### Schedule

B&L proposes to complete and submit the Pre-demolition survey within two to three weeks of receiving written authorization to proceed. The schedule is contingent on receiving prompt access to the site.

Town of Brighton  
May 8, 2023  
Page 4

### Assumptions

1. Any field investigations will be performed in coordination with the Town or designated representative. B&L will coordinate date and time for the property survey.
2. Sample analyses for shall be reimbursable at the rates indicated above.
3. Loose fill vermiculite in the structure, if encountered, will be assumed asbestos containing. Analysis of any surfacing materials is contemplated by standard PLM analysis only. We will notify the Town if any plaster or surfacing material contains vermiculite as identified by the laboratory. If the plaster or surfacing material is determined to contain vermiculite, we will need to revisit the site and collect additional samples. It will then be required to be analyzed by a specific analysis instituted by NYS. The specific sampling protocol and laboratory analysis to determine asbestos content for surfacing materials containing vermiculite is analytical method ELAP 198.8. In the absence of sampling, the material determined to contain vermiculite is required to be a presumed asbestos containing material (PACM). Analytical costs for this method are exorbitant, approximately \$350 per sample. However, the cost to address the surfacing material as PACM could be significant versus the laboratory costs to potentially refute the presence of asbestos. Our lump sum fee does not include collection and analysis by this method. An additional lump sum of \$400 will be required to return to the site and collect necessary samples and sample analysis will be provided at \$350 per analysis.

If you have any questions, please feel free to call me.

Sincerely,  
Barton & Loguidice, D.P.C.

  
Michael D. Goff  
Staff Industrial Hygienist



John E. Rigge  
Vice President

Attachment

### Authorization

Barton & Loguidice, D.P.C. is hereby authorized by the Town of Brighton ("Owner") to proceed with the services described herein in accordance with the attached Terms and Conditions.

---

Town of Brighton

---

Date

**STANDARD TERMS AND CONDITIONS  
for  
PROFESSIONAL ENGINEERING SERVICES  
provided by  
BARTON & LOGUIDICE, D.P.C. ("ENGINEER")**

The OWNER and the ENGINEER, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

**1.0 Basic Agreement**

Engineer shall provide, or cause to be provided, the services set forth in the proposal to which these terms and conditions are attached (PROPOSAL), and Owner shall pay Engineer for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions, is referred to herein as "Agreement".

**2.0 Payment Procedures**

Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. If Owner fails to make any payment due Engineer for services and expenses within 30 days after the date of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

**3.0 Additional Services**

If mutually agreed by Owner and Engineer, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the PROPOSAL if requested by the Owner. Owner shall pay Engineer for such additional services as follows: (1) as mutually agreed by Owner and Engineer, or (2) an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

**4.0 Termination**

If Engineer's services related to the project are terminated for any reason, Engineer shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the OWNER, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

**5.0 Controlling Law**

This Agreement is to be governed by the law of the state in which the Project is located.

**6.0 Successors, Assigns, and Beneficiaries**

Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted herein the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

**7.0 General Considerations**

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.

E. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer pursuant to the PROPOSAL, whichever is greater.

G. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials) except as may be specifically defined in the Scope of Services. If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

H. The services to be provided by Barton & Loguidice under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Barton & Loguidice are understood by the parties to this Agreement to be strictly *engineering* opinions, advice, information or recommendations. Barton & Loguidice is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

**8.0 Dispute Resolution**

Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If the parties fail to resolve a dispute through negotiation then Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Engineer agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

**9.0 Accrual of Claims**

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work for acts, failures to act or failures to perform occurring after Substantial Completion.

**10.0 Total Agreement**

This Agreement constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. In the event of a conflict with contractual provisions in a Purchase Order authorization related to this Agreement, the provisions of this Agreement shall control. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



## Personnel Department

Tricia Van Putte  
Director of Personnel

May 10, 2023

Subject: Request for Proposal (RFP) for Employee Handbook services

Dear Prospective Offerors,

The Town of Brighton is seeking professional services to develop and implement an Employee Handbook for the Town. The services provided must include:

- Review current employee benefits, personnel policies, procedures, practices and collective bargaining agreement(s).
- Attend meeting(s) on-site at Town Hall to interview designated Town personnel to review current policies and procedures and established past practices, and to ascertain needs and make recommendations for additions and modifications to such policies, procedures and practices.
- Produce an executive draft of the Employee Handbook for review by appropriate Town representatives. This draft will include content as represented above, customized to the Town's specific circumstances.
- Produce one master electronic copy of the finalized Employee Handbook.
- Provide unlimited telephone and e-mail support with respect to implementation, application and questions on the Employee Handbook, for a period of one year from the signing of the Employee Handbook Agreement.
- Provide updates when requested by the Town or when a compliance change occurs, at no additional cost, for a period of one year from the signing of the Employee Handbook Agreement.

If your company is interested, please submit your letter of interest and proposal items listed below. The cost proposal must be submitted as a separate attachment. Your proposal must include and will be evaluated based on the following criteria:

1. a contract or service agreement if you utilize one for professional services
2. a list of client references
3. billing information including: billing cycle, terms, cancellation fee policy, physical and remit to address, W-9
4. a cost proposal that clearly identifies the costs the Town will incur for the services listed above and any other services offered

The deadline for submitting proposals is May 31, 2023. The projected date for professional services commencement and issuance of a Town purchase order (PO) is June 19, 2023.

The proposals and all correspondence pertaining to this proposal should be submitted by e-mail at [tricia.vanputte@townofbrighton.org](mailto:tricia.vanputte@townofbrighton.org). If you have any questions, please contact me by email or phone at (585) 737-7600.

This RFP in no way obligates the Town of Brighton to award a contract, nor does it commit the Town of Brighton to pay any costs incurred in the preparation and submission of the proposal.

Sincerely,

Tricia VanPutte  
Director of Personnel

Cc: Paula Parker and Earl Johnson, Director of Finance



Town of  
**Brighton**

## Finance Department

**Paula Parker**  
Director of Finance

May 17, 2023

Honorable Town Board  
Finance and Administrative Services Committee  
Town of Brighton  
2300 Elmwood Avenue  
Rochester, NY 14618

RE: 2023 Budget Amendment for purchase of an ambulance for Brighton Volunteer Ambulance (BVA) as outlined in the Capital Improvement Plan (2023-2025)

Dear Board Members:

I am requesting Town Board authorization to amend the 2023 budget as follows:

1. To Account: SA.AMBUD.3600.2.25	Emergency Response Vehicles	\$38,000
2. From Account: SA.AMBUD.909	Fund Balance	\$38,000

The funds need to be appropriated to fund the 2023 ambulance purchase as scheduled on the 18 month replacement cycle as approved in the 2023 – 2025 Capital Improvement Plan.

I would be happy to respond to any questions that members of the Committee or other members of the Town Board may have regarding this matter.

Sincerely,

Earl F Johnson  
Director of Finance