

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

Meeting Date: Wednesday, July 5, 2023 (8:30 a.m.)

Location: Auditorium, Brighton Town Hall

1. Approval of Minutes – Receive and file meeting minutes from June 21, 2023.
2. Authorize the Town Supervisor to execute a fee agreement with Ravi Engineering to provide a structural evaluation of the concession stand trusses (Public Works Dept) – Request from Evert Garcia for Town Board action to authorize Supervisor Moehle to sign a fee agreement with Ravi Engineering for a not to exceed fee of \$750 to provide a structural evaluation of the concession stand trusses based upon recent staff inspection. Funds are available to perform this work in A.DPW.1490.4.52 – Engineering Fees (see letter from Evert Garcia).
3. Authorize the Town Supervisor to execute a fee agreement with Solara Concepts to provide software maintenance services for the SnowIce MDB database used by the Highway Department for winter operations (Highway Dept) – Request from Evert Garcia for Town Board action to authorize Supervisor Moehle to sign a fee agreement with Solara Concepts at a billed rate of \$100/hour, or \$80/hour for four or more hours, to perform annual maintenance as needed to keep the software operational. The Finance Department is also authorized to complete any necessary budget transfers and amendments as required this year (see letter from Evert Garcia).
4. Authorize the Town Supervisor to execute a fee agreement with National Elevator Inspection Services (NEIS) for required elevator and lift inspection services Facilities Dept – Request from Gary Donofrio for Town Board action to authorize Supervisor Moehle to execute the agreement for required elevator and lift inspection services for the Town Hall & Library with the expectation that services cost less than \$1,000 per calendar year. (see letter from Gary Donofrio).

**The next regularly scheduled meeting of the FASC will be held on
WEDNESDAY, JULY 19, 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

Public Works Department

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

Evert Garcia, P.E.
Town Engineer

June 30, 2023

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

Re: Buckland Park Concession Stand
Structural Evaluation

Dear Councilperson DiPonzo and Committee Members:

During a recent inspection of the concession stand structure at Buckland Park, Town staff noticed that the existing trusses on the structure appear damaged, deteriorated with rot, and excessive checking evident. As Ravi Engineering holds the City of Rochester's Structural Term Agreement, we asked them for a quote to perform a visual inspection of the trusses and provide a professional recommendation on the safety of the structure.

We are requesting that FASC recommend that the Supervisor be authorized to enter into an agreement with Ravi Engineering to provide a structural evaluation of the concession stand trusses for a not to exceed fee of \$750.00. Attached is a copy of the proposal from Ravin Engineering for your reference.

Funds to perform this work are available in A.DPW.1490.4.52 - Engineering Fees.

I will be in attendance at the July 5, 2023, FASC meeting to address any questions.

Respectfully,

Evert Garcia

Enc.

May 31,2023

Evert Garcia, P.E.
Superintendent of Highways, Town of Brighton
2300 Elmwood Avenue
Rochester, NY 14618
evert.garcia@townofbrighton.org

Reference: Town of Brighton Parks Dept Storage Building - Buckland Park

Dear Mr. Garcia:

Ravi Engineering & Land Surveying, P.C. is pleased to offer you our cost proposal for the above referenced project. We are an experienced, responsive, and flexible consulting engineering firm and NYS-certified MBE, dedicated to your success. We propose the following fee based on the Scope of Services outlined in the Request for Proposal:

NTE Fee for Structural Inspection of Building Trusses.....\$750.00.

Reimbursable expenses that include plotting, printing, express mail, and travel expenses will be billed at cost.



Scope of Services

- Perform a visual inspection of the damaged truss(es).
- Provide recommendations (in a letter) as to further investigation and/or possible repairs.

Assumptions and Exclusions

- One design site visit is included in this proposal.
- Town will provide all necessary available information (building plan, etc).
- No destructive testing will be performed.

ACCEPTANCE

This proposal and the attached Statement of Terms and Conditions, dated May 31, 2023 are intended to represent the entire contractual relationship between the Town and Ravi Engineering & L.S., P.C. with respect to this project. If the Town concurs with and accepts the provisions of this proposal, please have an authorized representative sign in the space provided and this proposal and the attached Statement of Terms and Conditions shall become an executed contract. Receipt of a signed copy of this proposal shall constitute Ravi Engineering & L.S., P.C.'s Authorization to Proceed with the work. Hard copies of this proposal will be provided upon request.

Thank you for the opportunity to provide your project with professional engineering design services. If you have any questions or need additional information, please call me at 585-752-7585.

Sincerely,

RAVI ENGINEERING & LAND SURVEYING, P.C.



Rick Papaj, PE
Transportation Group Manager
Phone: (585) 752-7585
Fax: (585) 697-1764
rpapaj@ravieng.com

I agree with this proposal, have read and accept the Professional Services Terms and Conditions, and authorize Ravi Engineering & Land Surveying, P.C., to proceed with the work outlined in the proposal.

By: _____ Date: _____

Title: _____

STATEMENT OF TERMS AND CONDITIONS

The terms and conditions set forth herein are incorporated, by reference, in the Proposal for Services dated May 31, 2023, directed to (the "Client"). Ravi Engineering & Land Surveying, P.C. of Rochester, New York (RE&LS) and Client agree as follows:

Section 1. Services.

RE&LS shall provide Client with the "Services" set forth in the Proposal for Services ("Proposal") with respect to the property identified in the Proposal (the "Site"), under the terms and conditions set forth herein. RE&LS's Services will be performed on behalf of and solely for the exclusive use of Client for the purposes set forth in the Proposal and for no other purpose.

RE&LS at times makes decisions based upon judgments acquired as a result of past experience and expertise in the field, rather than scientific certainties which may not be available. Client acknowledges this and accepts RE&LS's work product based upon said judgments when only limited data is available to RE&LS.

Section 2. Retainer.

Upon acceptance of this contract by the Client to provide professional surveying services, a retainer of \$____0____ will be required to initiate the project. This amount will be credited against the final project invoice.

Section 3. Billing and Payment.

The client will pay RE&LS for services performed in accordance with the rates and charges set forth in the Proposal. The Client shall bill the owner for professional services at appropriate stages in the progress of the work and shall include invoices from RE&LS which have been received prior to each billing. The client will make payment to RE&LS within 10 days of receipt of payment from the owner. Invoices for RE&LS's services will be submitted on a monthly basis. In case of delayed or non-payment by the owner, the Client shall take all appropriate action to expedite payment to RE&LS upon completion of such action. Client shall notify the Owner that all Invoice balances remaining unpaid for forty (40) days after the invoice date will bear interest from the invoice 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.

Section 4. Limitation of Liability.

It is agreed by the Client that RE&LS shall only be liable for, and RE&LS's monetary exposure shall be limited to a maximum of the net fee received by RE&LS, not including reimbursable expenses and sub-consultants for all services rendered on the project.

Section 5. Sub-consultants & Subcontractors.

RE&LS, with the Client's approval, will engage firms to produce such services as soil borings, laboratory testing, and engineering services for which RE&LS does not have the necessary capacity in house. We would prefer that the Client contract for these services directly, but if not RE&LS cannot undertake to guarantee or be responsible for their performance or the accuracy of their results.

Section 6. Construction Observation Services; Duties.

General

RE&LS, upon Client's written request, will provide personnel to observe and report to Client on specific aspects or phases of the Client's project construction. RE&LS's Observation Services do not include any supervision or direction of work of any contractor or subcontractor, or their respective employees, agents or servants. Client shall notify each contractor or subcontractor that RE&LS's observation services do not include supervision or direction of the work and that neither the presence of RE&LS's field representative nor the services of observation and testing by Company, shall excuse the contractor or any subcontractor from the obligation to correct any defects then or thereafter discovered in the respective contractor's or subcontractor's work. RE&LS will not be responsible for any contractor's or subcontractor's compliance with the provisions of any contract nor for the observation or supervision of any contractor's or subcontractor's use of personnel, machinery, equipment, safety precautions, or procedures.

Construction Site Safety

RE&LS, by entering into an agreement with Client or by performing construction stakeout services, does not undertake any liability or responsibility for the development, supervision, or enforcement of any job or site safety requirements; nor for any failure of any contractor, subcontractor, or other third person or entity present on the Site to comply with the Occupational Safety and Health Act (Federal OSHA), or with any regulations or standards promulgated thereunder, or with any state, county, or municipal law, regulation, or ordinance of similar import or intent.

Section 7. Documents.

All reports, drawings, digital terrain models, field data, field notes, laboratory test data, calculations, estimates and other documents, data or information prepared by RE&LS as instruments of Service, shall remain the sole property of RE&LS. All reports and other work prepared by RE&LS for Client shall be utilized solely for the intended purposes and Site described in the Proposal. RE&LS will retain all pertinent documents for a period of three (3) years following the submission of RE&LS's material to the Client. Such documents will be available to Client upon request at RE&LS's office during office hours on reasonable notice, and copies will be furnished by RE&LS to Client for the total cost of reproduction of the same.

Section 8. Client's Duty to Notify RE&LS of Hazards.

Client represents and warrants that it will provide RE&LS with any and all information known to or suspected by Client with respect to 1) the existence or possible existence at, on or under the Site of any hazardous materials, pollutants or asbestos.

If unanticipated potentially hazardous materials, pollutants or asbestos are encountered during the course of the work, RE&LS shall have the right 1) to suspend its work immediately and 2) to terminate the work described in the Proposal, upon ten (10) days of RE&LS's written notice of intent to terminate, unless RE&LS and Client agree upon a mutually satisfactory amendment to the Proposal that may include a revision of the scope of services, adjustment of budget estimates, revised Terms and Conditions and revised fees. Client shall remain liable for and shall pay all fees and charges incurred under the provisions of the Proposal through the date of termination, notwithstanding Client and RE&LS not having reached a new, mutually satisfactory, revision of their agreement.

Section 9. Stamp Only After Payment.

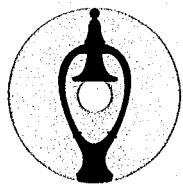
RE&LS will not stamp drawings produced for any phase of this project under the terms of this agreement until all invoices billed up to that point in the project have been paid in full.

Section 10. Contract Validity.

This contract is valid only if signed within 120 days of the date of the attached proposal unless officially extended by both parties.

Section 11. Firm Publicity.

RE&LS has the right to photograph the above-named project and to use the photos in the promotion of the professional practice through advertising, public relations, brochures, or other marketing materials. Should additional photos be needed in the future, the client agrees to provide reasonable access to the facility.



Town of
Brighton

Facilities Department

Gary Donofrio
Facilities Manager

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

Re: NEIS National Elevator Inspection Services Contract

Dear Councilperson DiPonzo and Committee Members:

The Town of Brighton currently and for the last 10 plus years uses NEIS for required elevator and lift inspection services to the Town Hall and Library. NEIS is updating their files and is requesting the Town of Brighton sign an updated contract. A copy of the contract is attached. In the past Town of Brighton spends less than \$1000.00 per calendar year with this company and I expect this will continue.

We are requesting that FASC recommend that the Town Board authorize the Town Supervisor to endorse the attached contract.

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



Facilities Department

BILL TO (client): Town of Brighton
 2300 Elmwood Avenue
 Rochester, NY 14618

EFFECTIVE DATE: 7/1/2023

LOCATION: 2300 Elmwood Avenue, Brighton

Requested by: Gary Donofrio
Contact Info: gary.donofrio@townofbrighton.org

Contract#

The following Terms and Conditions constitute the entire agreement between the parties and shall supersede other agreements. No amendments to this contract or changes in the Scope of Services shall be valid unless made in writing and signed by the parties. Pre-printed terms and conditions contained in purchase orders, work orders, invoices or other documents issued by Client with respect to any services shall have no force or effect and shall be superseded by these Terms and Conditions. In the event of a conflict, these Terms and Conditions will take precedence.

1. INSPECTION. Bureau Veritas National Elevator Inspection Services, Inc. (BV-NEIS) will inspect the elevators at the above listed location as required per authority having jurisdiction. It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved solely to BV-NEIS and its Client. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BV-NEIS that any such person or entity, other than Client or BV-NEIS, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

2. FEE. The fee for this Agreement is outlined in the EXHIBIT A.

3. TERM. The term of this Agreement shall be for 1 Year from the effective date of this Agreement, unless cancelled pursuant to paragraph 4.

4. CANCELLATION. This Agreement is subject to a ninety (90) day cancellation notice by either party in writing or by email.

5. INDEPENDENT CONTRACTOR. In performing its services under this Agreement, BV-NEIS shall be deemed to be acting as an independent contractor, and it is not an agent, servant, employee, or representative of Client. BV-NEIS shall not be responsible for the activities of any other contractors or subcontractors or their employees or agents at the Site.

6. STANDARD OF CARE. THE SERVICES, FINDINGS, AND/OR INFORMATION PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES GENERALLY ACCEPTED IN NEIS' PROFESSION FOR USE IN SIMILAR ASSIGNMENTS. CLIENT ACKNOWLEDGES AND AGREES THAT NEIS HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY NEIS.

7. ASSIGNMENT. The client may not assign this Agreement or any right or obligation hereunder without the prior written consent of BV-NEIS, which shall not be unreasonably withheld or delayed.

8. LIMITATION OF LIABILITY. The inspections described above are provided only to Client. It is understood that Client shall be free to adopt or reject, in whole or in part, any information given by BV-NEIS as the result of the inspections performed. No undertaking by BV-NEIS pursuant to this Agreement shall be construed to create a basis for reliance by any employee of Client or by any third person on the safety of any equipment, method or process used or employed within Client's premises. BV-NEIS' liability for its negligent professional acts, errors and omissions shall be limited to the value of fee received from Client for the services provided pursuant to this Agreement.

9. CONFIDENTIAL INFORMATION. Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party or (iv) is required to be disclosed by law or court order.

10. CLAIM. If Client makes a claim against BV-NEIS, for any alleged error, omission, or other act arising out of the performance of its professional services and to the extent the Client fails to prove such claim, then the Client shall pay all costs including attorney's fees incurred by BV-NEIS in defending the claim. Any cause of action brought against BV-NEIS shall be brought within one-year of the work or services performed under this Agreement. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

11. GOVERNING LAW AND SURVIVAL. The validity of this Agreement, these terms, their interpretation and performance shall be governed by the laws of the State where the services are provided. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities shall survive the termination of this Agreement for any cause.

Client Name: _____

NATIONAL ELEVATOR INSPECTION SERVICES, INC.

Signature: _____

Signature" _____

Title: _____

Title: _____

Date: _____

Date: _____

Wendy Lathrop

District Manager

Local Office: 2788 Roosevelt Hwy, Hamlin, NY 14464



BUREAU
VERITAS

EXHIBIT A

Contract# _____

Fees are subject to change annually on each anniversary of this Agreement, however such change shall be limited to the United States Consumer Price Index (CPI) as published by the United States Department of Labor, Bureau of Labor Statistics.

PAYMENT TERMS

Fees shall be paid by Client within ten (10) days of being invoiced by BV-NEIS. If the invoice is not paid within such period, Client shall be charged a late fee equal to ten (10) percent of the unpaid invoice, which will provide the Client an additional thirty (30) days from the original due date to pay the invoice, after this one-time extension Client shall be liable to BV-NEIS for interest charges at the rate of the lower of eighteen (18) percent per annum or the maximum interest rate allowed by law, which will start to accrue starting on the fortieth (40) day of being invoice by BV-NEIS.

Client Initials



Brighton

Public Works Department

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

Evert Garcia, P.E.
Town Engineer

June 30, 2023

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

Re: SnowIce MDB Access Database Update
 Authorized Table of Organization

Dear Councilperson DiPonzo and Committee Members:

The Town's recent switch from the Google Workspace (formerly G-Suite) productivity platform to the Microsoft 365 productivity platform caused the Highway Department's old SnowIce MDB database to cease functioning. The SnowIce MDB is a database platform used by both MCDOT and NYSDOT to track snow and ice labor and material for winter plowing operations and it is a critical component of the Town's winter plowing operations. As a result, the Town engaged with Solara Concepts, the sole proprietor of the SnowIce MDB used by the local agencies, to troubleshoot the issues and update the old SnowIce MDB to the current version of the program which is compatible with Microsoft 365. As this is a critical piece of software for reporting on winter operations, Solara Concepts performed the database transfer and modifications earlier this year for a fee of \$720.00. Additional services from Solara will be billed at a rate of \$100/hour or \$80/hour if four or more hours are booked in a 30-day period.

At this time, we are requesting that FASC recommend that the supervisor be authorized to enter into an agreement with Solara Concepts for a contract period that runs from approval date to 6/30/24 nunc pro tunc as the initial work has already been completed. Attached is a copy of the draft letter of agreement from Solara Concepts for your reference.

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.

I will be in attendance at the July 5, 2023, FASC meeting to address any questions.

Respectfully,

Evert Garcia

Enc.



Town of Brighton
Microsoft Access Database Design
Letter of Agreement with Solara Concepts
7/1/2022 – 6/30/2024 (2-year rate guarantee)

Services to be Provided

Overview: Sally Howard of Solara Concepts will provide consulting to **archive, reset, and if needed, update** the Access database as requested by the client. Sally will be working primarily with **Barbara Snyderman and Amy Bunker of TOWN OF BRIGHTON** on this project.

Timeframe & Scope

Scope Overview:

- * Maintenance & support, as needed
- * Update program design as identified by the Highway Department
- * Archiving and Resetting S&I data, as needed

Estimated: \$100 - \$400 (intermittently or annually, as needed)

Terms

Pricing: Work will be billed at the rate of **\$100/hour**. If **four or more hours** are booked in a 30-day period, the rate is **\$80/hour (non-profit rate)**. Work over one hour is rounded to the nearest 15 minutes.

Hours and scope will be pre-approved by the Highway Department representative prior to work proceeding. These rates are guaranteed through **6/30/2024**.

Payment Terms: Solara Concepts will invoice the customer for the hours completed to date **several days before the next bi-monthly (2nd & 4th Wednesday) board meeting**.

Payment in full of the invoiced amount is **due** in the check run following that monthly board meeting.

Cancellation: In the unlikely event that cancellation is needed, either party may cancel this agreement at any time by sending a cancellation notice both by email and phone call. Payment will be due for hours worked up to the time the cancellation notice is received.

Follow-up Help: Questions are welcome and often can be handled quickly via phone or email at no charge, so do not hesitate to contact Sally at Solara Concepts. If questions are frequent or not quick to resolve, Sally will provide a price quotation for the work and wait for authorization prior to additional time being spent.

Data Integrity: A backup of data and design that reside on the server is the responsibility of **TOWN OF BRIGHTON** prior to each work session. The maintenance and integrity (including backups, network security, virus protection, accurate data entry, paper trail of the most critical data, etc.) are the responsibility of **TOWN OF BRIGHTON**. The programming is provided “as is” to **TOWN OF BRIGHTON** with no implied warranty. Testing by **TOWN OF BRIGHTON** staff will certify that application features are working as required.



Quality: Services provided will be performed in accordance with the best practices of the business.

Copying and Copyrighting: **TOWN OF BRIGHTON** may freely copy and distribute any components of the database designed by Solara Concepts for in-house use as needed. The components of the database that are designed by Solara Concepts may not be copyrighted nor resold outside **TOWN OF BRIGHTON** without a separate agreement between Solara Concepts and **TOWN OF BRIGHTON**.

Certified Women-Owned Business: Solara Concepts is vendor # 20373568, a certified woman-owned business in New York State.

Authorization of this Agreement

I agree to the terms and arrangements described above and approve work to begin. Additional consulting will be defined and approved as needed.

Mike Guyon
Commissioner of Public Works

(continued on next page...)

**Send invoice to:**

(Please provide contact information for the person to receive the invoice.)

Preferred Invoice Format:

Emailed PDF document Paper document, mailed Faxed document

Name:

Title:

Address:

City, State, Zip:

Phone:

Fax: (<http://https://www.townofbrighton.org/777/Highway/>)

Email:

Send copy to:

Notes:

Thank you for this opportunity to work with you on this data project!

(Signature) _____ (date)

Sally S. Howard

www.SolaraConcepts.com

Principal

24 Kramer Street

Solara Concepts

Rochester, New York 14623

585-507-2112

Solara Concepts Tax ID: 51-0419791

showard@solaraconcepts.com

NYS WBE Vendor ID: 20373568

Solara Concepts is a NYS Certified Women-Owned Business Entity (Vendor # 20373568)