

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

**Meeting Date: Wednesday, April 3, 2024 (8:30 a.m.)
Location: Auditorium, Brighton Town Hall**

1. Approval of Minutes – Receive and file minutes from March 20, 2024.
2. Request for Town Board to accept the lowest responsible bid received to provide the town's 2024 dumpster and Recycling services (DPW) – Request from Chad Roscoe Town Board action to authorize the Town Supervisor to award the contract to the lowest responsible bidder for 2024 Dumpster and Recycling collection (beginning April 2024) which was Casella with renewal for up to three additional one-year calendar periods by mutual agreement (see letter from C. Roscoe).
3. Request for the Town Board to approve the proposal from In/Ex Architecture to provide Town Hall Renovation design and construction administration services (DPW) – Request from Ken Hurley for Town Board Action to authorize the Town Supervisor to sign an agreement with In/Ex Architecture to provide Town Hall Renovation design and construction administration services in the amount of \$820,647, of which up to \$235,170 would exclude consultants and change orders for up to ten percent, or \$82,064.70 (see letter from K Hurley).
4. Request for the Town Board to approve the proposal from Lu Engineers to provide abatement design for asbestos removal related to the Town Hall Renovation Project (DPW) – Request from Ken Hurley for Town Board Action to authorize the Town Supervisor to sign an agreement with Lu Engineers to provide professional services to complete the abatement design for asbestos removal in the amount of \$18,145 and change orders of up to ten percent, or \$1,814.50 (see letter from K Hurley).
5. Request for the Town Board to approve the Budget Amendment for the Brighton Police Department's approved purchase using GRANET funds received at the end of 2023 (Police Department) – Request from Chief Catholdi for Town Board Action to approve the Budget Amendment for the Police Department to purchase office furniture using GRANET funds received at the end of 2023 and deferred for use in 2024 (see letter from D. Catholdi).
6. Discussion Regarding Cell Tower Lease proposal received from American Tower – No Letter – Discussion Only.

EXECUTIVE SESSION – Discuss employment of particular persons

**The next regularly scheduled meeting of the FASC will be held on
WEDNESDAY, APRIL 17, 2024, 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****



Town of
Brighton

Public Works Department

Commissioner of Public Works – James P. Sprague, P.E.

Chad Roscoe
Junior Engineer

April 1, 2024

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

Re: Award of Contract
2024 Dumpster & Recycling Services

Dear Councilperson, Salzman and Committee Members:

The above bid was publicly advertised and opened on March 28, 2024, as required by law. Attached is a copy of the public notice. Three refuse companies (Waste Management, Casella & Suburban) submitted responses to the advertisement for bids. These three companies provided their proposed base prices for Dumpster & Recycling Services within the Town of Brighton.

Town staff reviewed the bids for completeness and accuracy and concluded that the lowest price quote was provided by **Casella** and is a representative of the costs necessary to provide services to the Town of Brighton. A summary of all three companies' bid prices is attached for your reference.

Therefore, I am requesting that FASC recommend that the Town Board award the contract to the low, responsible, and responsive waste hauler, **Casella**. The Town and the Contractor may, by mutual agreement, renew the contract for up to three additional one-calendar year periods.

As always, thank you for your consideration. I will not be in attendance at the April 3, 2024, FASC meeting to answer any questions regarding this matter therefore please reach out to me as soon as possible.

Sincerely,

Chad Roscoe

cc:

The Daily Record (NY)
16 W. Main St
Rochester, NY, 14614
Phone: 5852326920 Fax: 0

WESTERN NEW YORK
THE DAILY RECORD
YOUR TRUSTED SOURCE FOR LEGAL AND REAL ESTATE NEWS

Affidavit of Publication

To: TOWN Of Brighton - Gretchen Paxon
2300 Elmwood Ave
Rochester, NY, 146182145

Re: Legal Notice 2591610, DUMPSTER & RECYCLING SERVICES
State of NY }
} S
County of Monroe }

The undersigned is the authorized designee of Ben Jacobs/Associate Publisher of The Daily Record (NY), a Daily newspaper published in Rochester, NY. A notice was published in said newspaper. The text of the notice as published in said newspaper is as set forth below, or in the annexed exhibit. This newspaper has been designated by the Clerk of Monroe County for this purpose. The dates of the publication were as follows: 03/19/2024

By 
Ben Jacobs

Authorized Designee of the
Publisher

Sworn to me on this 21st day of March 2024

Notary Public, State of NY
No. 01RY0009578
Qualified in Monroe County
My commission expires on June 14,
2027

ADVERTISEMENT FOR BIDS

The Town of Brighton, Monroe County, New York will receive sealed bids for the improvements to the

DUMPSTER & RECYCLING SERVICES

TOWN OF BRIGHTON

Sealed Bids will be received, and bids publicly opened and read at the following place and time:

Place: Town of Brighton

Dept. of Public Works

2300 Elmwood Avenue

Rochester, New York 14618

Date: Thursday, March 28th

Time: 10:00 A.M. Local Time

The work consists principally of the removal and disposal of refuse and recyclable materials at various Town facilities, including the provision of dumpsters and other containers. The foregoing is a general outline of work only and shall not be construed as a complete description of the work to be performed under each contract. Specifications are available for inspection at the following location. Alternatively, Plans and Specifications can be downloaded from the Towns website (www.townofbrighton.org) under the Town Departments -Public Works - Current Bid Offerings.

Town of Brighton

Dept. of Public Works

2300 Elmwood Avenue

Rochester, New York 14618

Bids must be made in writing on the forms furnished and shall be accompanied by a bid guarantee for an amount not less than five percent (5%) of the amount bid in accordance with the **INSTRUCTIONS TO BIDDERS**. The Town of Brighton is exempt under New York State Tax law, and therefore, no sales tax on the cost of materials incorporated into the project shall be included in the bid.

All prices bid shall be good for a period of sixty (60) days after opening. The Town of Brighton reserves the right to consider bids for sixty (60) days after their receipt before awarding any contract. The Town of Brighton further reserves the right to reject any and all bids, and to accept any Proposal or individual item or items, which it may deem to be the most favorable to its best interests.

A non collusive bidding certificate shall be included with each bid. The attention of the Bidder is call to the requirements as to the conditions of employment and the minimum wage rates to be paid under this contract.

Dated: March 19, 2024

Town of Brighton

Jim Sprague

Commissioner of Public Works

(585)784-5223

2591610 3-19-11

2024 Dumpster & Recycling Bid Results

Type	Service Location	Year	Casella		WasteManagement		Suburban	
			PPU	Yearly	PPU	Yearly	PPU	Yearly
Recycling	Town Hall	52	\$ 60.00	\$ 3,120.00	\$ 25.00	\$ 1,300.00	\$ 19.23	\$ 1,000.0
	Operation Center	13	\$ 30.00	\$ 390.00	\$ 25.00	\$ 325.00	\$ 18.23	\$ 237.0
	Town Hall	52	\$ 24.00	\$ 1,248.00	\$ 35.28	\$ 1,834.56	\$ 39.79	\$ 2,069.00
	Operation Center	26	\$ 28.00	\$ 728.00	\$ 27.65	\$ 718.90	\$ 36.08	\$ 938.0
	Brighton Town Park	52	\$ 24.00	\$ 1,248.00	\$ 35.28	\$ 1,834.56	\$ 39.79	\$ 2,069.00
	Meridian Centre Park	17	\$ 24.00	\$ 408.00	\$ 42.62	\$ 724.54	\$ 46.41	\$ 789.00
	Buckland Park (Park)	15	\$ 24.00	\$ 360.00	\$ 42.62	\$ 639.30	\$ 46.47	\$ 697.00
	Buckland Park (Lodge)	52	\$ 24.00	\$ 1,248.00	\$ 42.62	\$ 2,216.24	\$ 39.79	\$ 2,069.00
			\$ 8,750.00		\$ 9,593.10		\$ 9,868.00	

Type	Service Location	Year	Casella		WasteManagement		Suburban	
			PPU	Yearly	PPU	Yearly	PPU	Yearly
Trash	Town Hall	104	\$ 32.00	\$ 3,328.00	\$ 40.05	\$ 4,165.20	\$ 52.92	\$ 5,504.00
	Brighton Town Park	52	\$ 32.00	\$ 1,664.00	\$ 40.05	\$ 2,082.60	\$ 56.25	\$ 2,925.00
	Meridian Centre Park	52	\$ 32.00	\$ 1,664.00	\$ 40.05	\$ 2,082.60	\$ 56.25	\$ 2,925.00
	Buckland Park (Park)	52	\$ 32.00	\$ 1,664.00	\$ 40.05	\$ 2,082.60	\$ 56.25	\$ 2,925.00
	Buckland Park (Lodge)	52	\$ 32.00	\$ 1,664.00	\$ 40.05	\$ 2,082.60	\$ 56.25	\$ 2,925.00
			\$ 9,984.00		\$ 12,495.60		\$ 17,204.00	

Type	Service Location	Casella		WasteManagement		Suburban	
		Trash Rolloff		Trash Rolloff		Trash Rolloff	
Rolloff	Operation Center	Tip Fee	\$ 98.00	Tip Fee	\$ 65.00	Tip Fee	\$ 2,162.94
		\$ Trip	\$ 210.00	\$ Trip	\$ 209.79	\$ Trip	\$ 1,800.00
		Sub Total	\$ 3,094.98	Sub Total	\$ 2,334.81	Sub Total	\$ 3,962.94

Total Base Bid		Casella	WasteManagement	Suburban
\$ 21,828.98	\$ 24,423.51	\$ 31,034.94		



Town of
Brighton

Public Works Department

Commissioner of Public Works – James P. Sprague, P.E.

Ken Hurley, P.E.
Town Engineer

March 28, 2024

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

Re: Town of Brighton Town Hall Renovations
Design Professionals Agreement
Phase 2.0

Dear Chairperson DiPonzo and Committee Members:

During 2022, In/Ex Architecture completed evaluations of the Town Hall needs and prepared conceptual drawings for potential Town Hall renovations. In the year 2023, In/Ex Architecture was authorized to proceed with additional services that evaluated clean heating and cooling solutions.

At the beginning of this year, In/Ex Architecture began the process to complete the design and provide construction administration services associated with Phase 2 of the Brighton Town Hall Renovations. These architectural services will include building layout, structural, mechanical, electrical, plumbing, fire protection, exterior and interior design; the development of contract documents; bidding; and construction administration. The design services agreement would be made with In/Ex Architecture would act as the prime design consultant and additional services would be provided by subconsultant design professional hired directly by In/Ex Architecture. Subconsultant services would include: Civil Engineering, Survey, Mechanical Engineering, Structural Engineering, Estimating and Scheduling, and Geotechnical Engineering.

In/Ex Architecture has provided a draft proposal, dated February 7, 2024, which estimates that the maximum cost to provide professional architectural services, excluding consultants, to be \$235,170. The In/Ex proposal estimates that the maximum cost to provide additional design services, including consultants and expenses to be \$585,477. The total cost for the Brighton Town Hall Renovation design consultants would be \$820,647. This draft proposal has been reviewed by the Town Attorney and one condition is being revised. It is not anticipated that this condition change will have an impact on the proposal cost. A separate Design Consultant proposal has been provided by Lu Engineers for Abatement Design for asbestos removal design services. A separate recommendation will be made to FASC for those services.

I am requesting that the FASC recommend that the Town Board authorize the supervisor to endorse an agreement with In/Ex Architecture to provide professional services to complete the design and provide construction administration services associated with Phase 2 of the Brighton Town Hall Renovation project for a cost not to exceed \$820,647. I further recommend that the Supervisor be authorized to

execute any necessary change orders that do not collectively exceed ten percent of the awarded contract price (\$82,064.70).

As always, thank you for your consideration. I will be in attendance at your regularly scheduled April 3, 2024, meeting in the event that you have any questions regarding this matter. As always, your consideration of matters such as this is greatly appreciated.

Sincerely,

A handwritten signature in blue ink that appears to read "Ken Hurley".

Ken Hurley, P.E.
Department of Public Works

Cc: Jim Sprague

February 7, 2024

ATTN:

Jim Sprague
Commissioner of Public Works
Town of Brighton
2300 Elmwood Avenue | Rochester, NY 14618

Dear Mr. Sprague:

We kindly submit the following proposal for Phase 2.0 for professional services to complete Design and Construction Administration for the Town of Brighton Town Hall Renovation Project (the "Project"). The services are to include comprehensive Architectural and Engineering services as detailed below. The scope of the project is detailed and described in the Task C Report (February 02, 2023) and is to include the First Priority Project along with Alternatives 1 through 4:

- The Facilities Addition to the rear of the building
- Town Hall Renovation
- Abatement coordination
- Paving & Storm site work
- New exterior accessible ramp and entry stairs

As part of Task C, the above described projects are estimated at 10.66-million. In addition, the Task C documents are to be amended to accommodate geothermal wells at an estimated cost of \$934,475. This proposal is based on these estimates, project scope and timeline.

IN/EX's assumption is that the Task C documents will serve as the schematic blueprint and launch point for the next phase of design. Substantial changes to design, scope or estimated cost of the project as outlined in Task C will be subject to additional services.

We understand that this project is to deliver the following scope:

1. Staff Relocation Assistance:

- Advise Town of Brighton on proposed relocation properties in terms of appropriateness to accommodate current staff, storage and Town Hall functions.
- IN/EX will review plans and square footage of (1) proposed facility for relocation, providing our opinion only as to the feasibility of the facility

2. Design Development Phase:

- Bi-weekly design meetings with key stakeholders (23 weeks = 11 meetings @ 1hr each).
- Submission - 75% Design Documents for review and estimate.
- Submission - 100% Design Documents for review and estimate.
- Presentation to the Town of the 100% Design Document Set and Estimate.
- Proposed Schedule of Construction
- Preparation of Permit documents for submission to applicable agencies.
- Coordination of all project sub-consultants and project management.

3. Construction Development Phase:

- Bi-weekly design meetings with key stakeholders (6 weeks = 3 meetings @ 1 hr each).
- Submission - 75% Construction Documents for review and estimate.
- Submission - 100% Design Documents for review and estimate.

- d) Presentation to the Town of the 100% Construction Document Set and Estimate.
- e) Coordinate preparation of Final Comprehensive Budget.
- f) Update proposed Schedule of Construction.
- g) Preparation of Permit documents for submission to applicable agencies along with ComCheck review.
- h) Coordination of all project sub-consultants and project management.

4. Bid Phase (proposal is based on the assumption that we will have (2) Bid Sets):

- a) Preparation of complete bid documents per Wick's Law for multiple prime contracts.
- b) Facilitate Pre-bid conference(s).
- c) Respond to bidders RFIs and prepare addenda as necessary.
- d) Evaluate bids and make recommendation of award.

5. Construction Administration:

- a) Bi-weekly Construction Administration meetings (estimated for a construction period of one-year = 26 meetings at 2 hrs/each) Site attendance and review to coincide with these meetings.
- b) Attend Pre-construction meeting (proposal is based on the assumption that we will have (2) Pre-construction meetings). A construction period exceeding one-year is subject to additional service fees.
- c) Review and approval of Change Orders, RFIs, Shop Drawings, submittal review, etc.
- d) Provide site visits to review work progress, testing reports, and minuted site meetings.
- e) Assistance at Project Close-out to prepare punch-list and issuance of Certificate of Substantial Completion on AIA form 6704.
- f) Provide digital As-Built drawings
- g) Should construction exceed 12 months, construction administration will continue at an additional cost of \$1,800 per month for the duration of the project.

6. Timeline:

- a) Per meeting 1.22.24, it is understood that the project will likely advance as (2) Construction Document Bid Sets : 1. The interior renovation and facilities addition with supporting site/civil and 2. The site/civil outside a specified project boundary.
- b) It is understood that IN/EX and consultants are to deliver a contracted project estimated at a minimum of 3.5-million dollars by end of 2024 to take advantage of available funding.
- c) Timeline is to be coordinated with tax schedule and approved by the Town.
- d) Timeline is subject to the Town securing a Project Coordinator by Bid Phase to administer bid advertising, collection and administration of multiple contracts.
- e) Timeline is subject to the prompt and decisive design review by the Town's appointed Stakeholders.
- f) Timeline is subject to a contracted February project start date.

Fee

The proposed fee for ARCHITECTURAL services, excluding consultants is \$249,670.

Additional meetings outside of those indicated above will be charged at our hourly rate.

The architectural fee is based on the hours detailed above and our 2024 billing rate of \$155/hour. Reimbursable expenses have been included (printing and mileage) within our fee per request, 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.

The proposed fee for additional design services, including consultants and expenses is \$528,765*.

• EDR Landscape and Civil	\$154,315
• M/E Engineering	\$295,000
• Jensen BRV Structural	\$22,400
• Trophy Point Estimating	\$43,800
• Foundation Design	\$13,250
• Site Survey	\$ tbd

*Site Survey fee to be determined post proposal award date.

*Environmental Engineer is to be contracted by the Owner directly. IN/EX can aid in obtaining a proposal as requested by the Owner. IN/EX will coordinate drawings with the Environmental Engineer.

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

- Presentation Renderings
- Wayfinding/ signage consultant
- FF&E consulting

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 Agreements
- Creation of contractor pay applications or change orders on AIA forms
- Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with the Project.

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



February 7, 2024

Ms. Heather Landis
Project Manager
IN/EX Architecture P.C.
133 S. Fitzhugh Street, Rochester, New York 14608

RE: DRAFT - Proposal Brighton Town Hall Phase II

Dear Heather:

Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C. (EDR) is pleased to provide IN/EX Architecture, PC (Client) with this proposal for the Brighton Town Hall Phase II. This proposal has been developed based on the virtual meeting on 1/25/24; emails on 1/20/24, 1/21/24, and 1/22/24; and the 7/19/23 Conceptual Design Package.

To facilitate your review, this proposal is organized as follows:

1. Project Understanding
2. Scope of Services
3. Schedule
4. Fee Proposal

PROJECT UNDERSTANDING

1. We understand the Town's desire to advance the 7/19/23 Conceptual Plan to achieve the following site objectives for the Town Hall and the Town Hall Complex Parking Areas:
 - a. Provide ADA accessibility at the Town Hall Main Entrance with dual ramps
 - b. Replace the Main Entrance steps and handrail
 - c. Increase space at the top landing at the Main Entrance
 - d. Create a sense of entry with new pavement and seating at the Main Entrance
 - e. Achieve accessible grades at both sidewalk connections to adjacent parking
 - f. Revise the parking area layouts to remove an existing book drop off lane, improve functionality at the sally port, and improve overall circulation
 - g. Full depth replacement of the asphalt parking areas
 - h. Create a new, functioning storm drainage system in the parking areas utilizing conveyance to adjacent infiltration areas
 - i. Add new concrete sidewalks and curbs for a proposed Facilities Shop expansion at the rear entrance to Town Hall
2. It is understood that EDR's work may be divided between two different bid packages.
3. It is understood that the Town would like to see up to three different Schematic Design Submittals for the revised parking lot layouts.

4. Following the approval of a parking area layout, EDR will prepare design development and construction documents for its scope of work.
5. Other project phases will include SWPPP Preparation, Bid Assistance, and Construction Administration.
6. EDR's services include landscape architecture and civil engineering consulting services.
7. John Lutz, RLA will serve the project manager for the project and the main point of contact for EDR. John will manage the project timeline, tasking, team communication, monitoring and reporting. The design schedule, scope and budgetary matters will be reviewed on a regular basis. Thomas FJ Dussing, PE will serve as the principal in charge of this project and provide design input and project oversight to the project manager. Justin Chiera, PE will be the secondary point of contact in the case that the project manager is not available.
8. The Client will be responsible for all payment of all application fees if required and will designate one person to act as the Client's representative with respect to EDR's services.
9. There will be no add/deduct alternates to the project that are additional to the project design features stated.
10. The project duration from contract execution to construction completion is 24 months. Should the schedule be extended by issues outside of EDR's control, additional project coordination time and fee will be required.
11. The building footprints will be supplied by the Client to EDR in electronic AutoCAD format.
12. The Client will provide EDR with project area geotechnical data, detailed topographic, utility and boundary survey including subsurface engineering utility locating services. It is assumed that the Topographic Utility Survey prepared for this project has been reviewed by the facility's operations/grounds team to determine if the underground rims, inverts, pipe locations, sizes, connections, materials, etc. are accurately represented.)
13. The following services are not included in this scope of services, but if required, can be provided for an additional negotiated fee:
 - a. Municipal presentations (meetings, and agency permitting)
 - b. Preparation of as-built drawings
 - c. Elevation views for stairs, retaining walls, railings, etc.
 - d. Structural, retaining wall and site-structural engineering
 - e. Design of water, sanitary, gas, data, and electrical utilities, including site lighting
 - f. Sanitary sewer pumping and septic systems
 - g. Testing of existing utilities to determine physical condition and/or capacity, booster pumps for fire service, water storage tanks and testing of existing water mains to determine physical condition and/or capacity are not included in this scope of services
 - h. Geotechnical investigation and engineering services including bedrock profiling
 - i. Wetland permitting and mitigation design
 - j. Archeological investigations (Phases IA and IB cultural resources/archeological field assessments)
 - k. Visualization impact/viewshed analyses
 - l. Traffic studies, noise assessments, and socio-economic impact assessments
 - m. LEED assistance and documentation
 - n. The preparation of EIS/GEIS
 - o. Landscape irrigation design
 - p. Estimates of probable construction costs
 - q. The preparation of front end specifications

SCOPE OF SERVICES

The project scope consists of the following phases:

- Phase 1 – Parking Area Schematic Design Phase
- Phase 2 – Design Development Phase
- Phase 3 – Construction Document Phase
- Phase 4 – SWPPP Preparation Phase
- Phase 5 – Bid Phase
- Phase 6 – Construction Administration Phase

PHASE 1 – PARKING AREA SCHEMATIC DESIGN PHASE

EDR will verify the program and provide parking area layout concepts for review and approval by the Town.

Services included:

1. Attend one virtual project kick-off meeting with the Client to confirm the Client's expectations and project objectives, design scope, schedule, and scope change management and construction cost budget. EDR will document modifications to the scope of services stemming from this meeting.
2. Conduct a site visit to verify the site topographic/boundary survey data if available. The Client will coordinate with the land surveyor for additional survey information if necessary.
3. Review the geotechnical report and other available existing design documents and studies provided by the Client. An important consideration at this stage is to review the findings about soil permeability.
4. Develop up to three schematic design concepts for the parking areas around the Town Hall Complex using the provided survey. These concepts will incorporate general site design including arrangement of pedestrian/vehicular circulation, drop-off areas and parking, and ADA compliance.
5. Attend one additional virtual team meeting during this phase as well as three virtual meetings with the Town following each concept submittal.
6. Conclude the Schematic Design Phase when EDR submits the final parking area schematic design plan to the Client. Client approval is required before the project advances to the Design Development Phase.

Assumptions include:

1. *The virtual project meetings will be a one-hour duration. Any additional time will be billed at an hourly basis in addition to the stated project fee.*
2. *Additional meetings to those listed above for this phase will be billed at an hourly basis in addition to the stated project fee.*

PHASE 2 - DESIGN DEVELOPMENT PHASE

EDR will refine the approved Schematic Designs from the 7/19/23 Conceptual Design and the Parking Area Layout with additional detail to determine/select the appropriate systems to achieve the desired functional

and aesthetic results, to determine desired design dimensions/sizes for all proposed elements, and to provide a basis for an estimate of probable construction cost (by others).

Services included:

1. Refine the approved Schematic Designs. The design details include asphalt paving, concrete paving, curb, stormwater utilities, infiltration basins, site furniture, landscaping, and erosion control.
2. Prepare preliminary grading for positive site drainage.
3. Calculate stormwater volumes for system sizing and prepare a preliminary layout of pipes, inlets, and infiltration areas.
4. Identify and address possible disruptions to existing utilities from proposed stormwater improvements.
5. Coordinate with Geothermal Engineer to identify disruptions to existing utilities from proposed geothermal improvements.
6. Develop preliminary technical specifications for EDR's scope of work.
7. Prepare review submittals for the Town at the 75% and 100% Design Development stages. Only a table of contents of the technical specifications in EDR's scope of work will be submitted with plans at the 75% submittal.
8. EDR will coordinate with the project's Structural Engineer for the Main Entrance Stairs, Top Landing, and ADA Ramps.
9. Attend three virtual meetings with the Client.
10. Attend two virtual meetings with the Town after the 75% and 100% submittals.
11. Review the estimate of probable construction cost prepared by others and provide comments related to EDR's scope of work.
12. Conclude the Design Development Phase when EDR submits the completed Design Development documents to the Client. Client approval is required before the project advances to the Construction Documentation Phase.

Assumptions include:

1. *Other than possible driveway apron improvements and/or sidewalk connections, no work is occurring in the public R.O.W. or in adjacent private property.*
2. *All project base files will be provided to EDR in AutoCAD format. EDR will not prepare its .DWG files using Autodesk Civil 3D.*
3. *Design of the Steps, Ramps, and Landing at the Main Entrance will be by the Client.*
4. *Site Bid Packages will not be separated for the 75% and 100% reviews.*
5. *Existing water, sanitary sewer, gas, fiber, and electrical utility capacities, clearances, coverages, slopes, and conditions are adequate to serve the proposed building and site design and use and do not require replacement other than at specific locations of conflicts with the proposed storm and geothermal improvements.*
5. *The virtual project meetings will be a one-hour duration. Any additional time will be billed at an hourly basis in addition to the stated project fee.*
6. *Additional meetings to those listed above for this phase will be billed at an hourly basis in addition to the stated project fee.*

PHASE 3 - CONSTRUCTION DOCUMENT PHASE

EDR will further refine the approved documents into construction documents (construction drawings and technical specifications) to communicate the design intent in sufficient detail for a contractor to bid and construct the Client's project.

Services included:

1. Using the approved Design Documents, EDR will develop construction drawings and technical specifications for 75% Review CD Submission, 100% CD Review Submission, and final stamped plans for bidding.
2. EDR will provide the following sheets for the combined contract drawing set:
 - a. Notes and Legend for EDR's scope of work
 - b. Site Demolition Plan
 - c. Site Layout Plan
 - d. Grading Plan
 - e. Erosion and Sediment Control Plan
 - f. Stormwater Utility Plan
 - g. Landscape Plan
 - h. Construction Details

EDR reserves the right to consolidate the plan set where we determine it to be suitable for sheet management and efficiency. The construction documents are not required to be prepared and organization as a unit price bid package.

3. Submit 75% Review CDs, 100% Review CDs and final stamped plans for bidding to the Client.
4. After receiving one consolidated set of review comments from the Client, EDR will review the estimate of probable construction cost prepared by others.
5. EDR will attend a total of three virtual meetings with the Architect.
6. EDR will attend a total of two virtual meetings with the Town to review their consolidated review comments after the 75% and 100% submissions.
7. EDR will provide a PDF digital copy of the stamped 100% final construction documents.
8. Provide the Client with requested version of AutoCAD produced single compressed storage file (.zip) containing the project specific folder directory structure and unbound AutoCAD files. AutoCAD files will include drawings and external reference files (dwg), fonts, and color dependent plot style tables (ctb).
9. The Client will be responsible for the documentation necessary for obtaining bids from selected contractors.
10. The Construction Document Phase will be completed when the stamped 100% final construction drawings and technical specifications are submitted to the Client.

Assumptions include:

1. *The Client will be responsible for the documentation necessary for obtaining bids from selected contractors.*
2. *No additional site visits are scheduled for this phase.*

3. *All project base files will be provided to EDR in AutoCAD format. EDR will not prepare its .DWG files using Autodesk Civil 3D.*
4. *The virtual project meetings will be a one-hour duration. Any additional time will be billed at an hourly basis in addition to the stated project fee.*
5. *Additional meetings to those listed above for this phase will be billed at an hourly basis in addition to the stated project fee.*

PHASE 4 – SWPPP PREPARATION PHASE

Purpose: To assist the Client in navigating the New York State Department of Environmental Conservation Stormwater General Permit.

We anticipate the proposed disturbance for the project will exceed the NYSDEC's one-acre threshold. A SWPPP will need to be prepared for the project to comply with the NYSDEC General Stormwater Permit GP-GP-0-20-001. EDR will perform a stormwater analysis of the site, which will assess pre- and post-development conditions for a range of design storm events consistent with the stormwater requirements for the municipality and NYSDEC Stormwater regulations. The analysis will address the requirements, if required, for stormwater management for quality and quantity resulting from the land use changes associated with the proposed development.

Work of this task includes the following:

1. Design the required stormwater management practices to treat project runoff in accordance with current NYSDEC regulations.
2. Prepare a SWPPP report and drawings in accordance with the NYSDEC's SPDES General Permit for Stormwater Discharges from Construction Activity (GP-0-20-001).
3. Provide a draft SWPPP for Client review, and prepare a final SWPPP based on Clients comments.
4. Prepare a Notice of Intent to the NYSDEC.
5. EDR will prepare and submit a Consultation Request to the State Historic Preservation Office (SHPO) via their Cultural Resource Information System (CRIS) website, and request their review of the project in accordance with Section 14.09 of the State Historic Preservation Act. For the purposes of this proposal, it is assumed that all project data necessary to complete the Consultation Request (e.g., project description, shapefiles, photos) will be provided by the Client in a timely manner, that the nature of the project will allow the SHPO to issue a No Effect letter, and that no further cultural resource investigations will be required.

Assumptions include:

1. *Weekly SWPPP Inspections are not included. The Qualified Inspector hired to provide SWPPP inspections shall provide all Notice of Termination (NOT) inspections and certifications and submit the NOT on behalf of the Client.*
2. *Soil infiltration testing will be required for this project for stormwater management in accordance with NYSDEC General Stormwater Permit. It is assumed that this will be conducted by the geotechnical firm and is outside of EDR's scope of services. The testing will need to be performed by a soil boring contractor in accordance with the NYS Stormwater Design Manual, Appendix D.*

3. *No meetings are included for this phase.*

PHASE 5 - BID PHASE

EDR will assist the Client with the bid process for the project.

Services included:

1. Attend one pre-bid meeting with prospective bidders for a maximum of two bid packages.
2. Respond to bidders' site-related technical questions.
3. Submit eNOI to NYSDEC for permit coverage under the NYSDEC SPDES Construction Stormwater Permit.
4. Review bids with the Client and make a recommendation for award to a specific bidder for a maximum of two bid packages.
5. EDR will attend a maximum of two additional virtual meetings with the Client and design team during the Bid Phase.
6. Conclude the Bid Phase Services after Client's submission of recommendation letter for a maximum of two bid packages.

Assumptions include:

1. *EDR will not attend the bid opening.*
2. *Additional meetings to those listed above for this phase will be billed at an hourly basis in addition to the stated project fee.*

PHASE 6 - CONSTRUCTION ADMINISTRATION PHASE

EDR will periodically visit the construction site to observe if the contractor's work product generally follows the aesthetic and technical intent of the design and to keep the Client informed about the progress and quality of the work completed.

Services included:

1. Attend two pre-construction meetings with the Client and selected bidder to review the project specifics (one pre-construction meeting for each bid package).
2. Review shop drawings and submittals for site work. We have allotted 26 hours for this task.
3. Perform periodic on-site visual observation of construction progress. We have budgeted for five scheduled visits of two hours each for each bid package
4. Perform a site visit and prepare a punchlist of constructed site amenities for each bid package that are inconsistent with the Construction Documents when the Contractor advises the Client that the construction is substantially complete. Provide the punch lists to the Client for use in coordinating corrective work with the Contractor.

5. EDR services conclude for each bid package when the contractor advises the Client of punch list completion and after EDR performs one last site visit to review construction completion.

Assumptions include:

1. *The duration of construction will be from spring of 2025 until November 2026 for all projects in EDR's scope of services.*
2. *Additional meetings, site visits, and punchlists to those listed above for this phase will be billed at an hourly basis in addition to the stated project fee.*

SCHEDULE

EDR will initiate work on the scope of services described herein following the execution of a mutually agreeable services agreement. We anticipate the following schedule upon receiving the Notice to Proceed and an executed contract.

Phase 1 – Parking Area Schematic Design Phase	April 2024 (pending survey)
Phase 2 - Design Development Phase	May 2024
Phase 3 - Construction Document Phase	September 2024
Phase 4 – SWPPP Preparation Phase	September 2024
Phase 5 –Bid Phase	October 2024
Phase 6 - Construction Administration Phase	November 2024 – November 2026

FEE PROPOSAL

EDR will perform the services identified above on a lump sum basis for the fee described below in accordance with this executed agreement.

TOTAL FEE: \$154,315

Please contact us if you have comments or questions about the information in this proposal. Should you find this proposal acceptable, please forward your subconsultant agreement for our review.

Sincerely,



Thomas FJ Dussing, PE
Principal, Engineer

Attachment: EDR Hourly Rates

ATTACHMENT A

MANAGEMENT STAFF

Principal	\$225
Associate	\$180

CULTURAL RESOURCES SERVICES

Practice Area Leader.....	\$185
Service Area Leader.....	\$145
Senior Project Manager	\$145
Project Manager	\$116
Senior Archaeologist.....	\$110
Senior Architectural Historian.....	\$110
Project Archaeologist.....	\$95
Project Architectural Historian	\$90
Archaeologist.....	\$73
Cultural Resources Specialist	\$73
Architectural Historian.....	\$69
Field Archaeologist.....	\$64
Archaeological Field/Lab Assistant	\$54

ELECTRICAL & AUTOMATION SERVICES

Practice Area Leader.....	\$250
PLC Programmer	\$155
Process Automation Engineer	\$115

ENGINEERING SERVICES

Practice Area Leader.....	\$215
Senior Project Manager	\$180
Senior Project Engineer	\$167
Senior Engineering Designer	\$146
Senior Structural Engineer	\$144
Project Engineer.....	\$142
Project Manager	\$135
Architectural Designer.....	\$123
Senior Project Representative.....	\$110
Senior Design Engineer.....	\$100
Staff Structural Engineer	\$95
Design Engineer.....	\$90
CAD Designer	\$76
Engineering Intern	\$58

ENVIRONMENTAL SERVICES

Practice Area Leader.....	\$215
Senior Project Manager	\$170
Senior Environmental Analyst	\$135
Project Manager	\$130
Environmental Analyst.....	\$85
Field Ecologist.....	\$80
Field Survey Technician.....	\$75

ENVIRONMENTAL MONITORING SERVICES

Senior Environmental Monitor	\$130
Project Manager	\$125
Environmental Monitor	\$80
Jr. Environmental Monitor.....	\$75

GIS SERVICES

Practice Area Leader.....	\$160
Senior Technical Specialist.....	\$120
Senior GIS Analyst.....	\$105
GIS Analyst.....	\$80
GIS Technician	\$75

LANDSCAPE ARCHITECTURE SERVICES

Senior Project Manager	\$155
Senior Landscape Architect	\$150
Project Manager	\$125
Landscape Architect	\$110
Landscape Designer	\$90
Senior CAD Designer	\$88
Landscape Architecture Intern.....	\$60

PLANNING SERVICES

Practice Area Leader.....	\$160
Senior Project Manager	\$125
Project Manager	\$110
Senior Planner	\$105
Planner	\$77

VISUALIZATION SERVICES

Project Manager	\$110
Sr. Visualization Services Specialist.....	\$100
Visualization Specialist	\$95

ADMINISTRATIVE SERVICES

Technical Editor/Writer	\$100
Executive Assistant.....	\$90
Administrative Assistant.....	\$62

REIMBURSABLE EXPENSES

Mileage	IRS Current Rate plus 10%
Tolls, Lodging, Equipment Rentals, Shipping.....	Cost plus 10%
Printing.....	Cost plus 10%

This schedule is subject to annual or periodic adjustments.



February 2, 2024

TOWN OF BRIGHTON RENOVATION
M/E REFERENCE P_____

InEx Architecture
Address
City, State, Zip

Attn: Heather Landis, PM

Dear Ms. Landis:

M/E Engineering, P.C. is pleased to submit this proposal to provide engineering services as follows:

A. GENERAL

1. Professional services will include HVAC, plumbing, fire protection and electrical engineering design for the proposed renovations to the Town of Brighton (TOB) Town Hall located at 2300 Elmwood Avenue, Brighton, New York. This project will build upon the schematic design that we performed with you and develop construction documents for bidding. Our fees are subject to adjustments due to changes in the project construction costs, size and scope.
2. This proposal scope of work is based on the Request for Proposal (RFP) dated January 12, 2024.
3. The town has indicated that they would like to have the project utilize a geothermal system as described in the updated systems report dated October 11, 2023 and submitted by In/Ex Architecture and M/E Engineering.

B. BASIC SERVICES

M/E Engineering, P.C. proposes to provide professional services as follows:

1. General:
 - a. Site visits to review existing field conditions.
 - b. Review of existing drawings.
 - c. The project drawings will be generated utilizing Revit. The modeling will have a Level of Development (LOD) of 200 based on AIA Document G202-2013: The Model Element will be graphically represented within the model as a generic system, object, or assembly in terms of quantity, size, shape, location and orientation. Non-graphic information may also be attached to the Model Element. The following elements will be modeled in Revit:
 - 1) Fixed HVAC, plumbing, and fire protection equipment

- 2) Ductwork
- 3) Air terminals
- 4) Light fixtures
- 5) Conduit and piping 4" and Larger in congested areas
- 6) Fire protection service, standpipes, mains

d. Design meetings to include:

- 1) With TOB: four - one hour meetings.
- 2) With In/Ex: eight - one hour meetings.

e. Coordination with you and your subconsultants.

2. Design to include:

a. HVAC

- 1) Demolition of existing systems as required by the proposed renovations.
- 2) Load calculations for heating and cooling taking into account ASHRAE outside design conditions, building construction and interior space use.
- 3) Ventilation calculations for ventilation based on the New York State Mechanical Code.
- 4) Supply and return air to spaces for adequate ventilation and thermal comfort.
- 5) Zoning based on the anticipated area loading.
- 6) Heating and cooling central plant to be a geothermal ground source heat pump system consisting of:
 - Exterior well field with associated piping. This is to be shown on the site drawings.
 - Exterior vault with piping manifold. The vault structural and associated site requirements are to be indicated on the site documents.
 - Pumping and associated valving and trim.
 - Building distribution piping.
 - Heat pumps with zoning to be discussed with TOB.
- 7) Ventilation system utilizing a heat pump type ventilation unit and energy recovery capability.

- 8) Exhaust systems for toilet rooms, electric rooms and janitor's closets rooms.
- 9) Dedicated air conditioning systems for Security, Surveillance, IT and Elevator Machine Rooms.
- 10) Main meeting room dedicated unit to condition the space and provide ventilation. This would be a heat pump style unit.
- 11) Snow melt system connected to the geothermal system for the main entrance.
- 12) Building management system (BMS).

b. Plumbing/Fire Protection

- 1) Demolition of existing systems as required by the proposed renovations.
- 2) Modifications to the existing RPZ backflow prevention drain configuration for improvement.
- 3) Interior storm and sanitary system modifications as required by the proposed renovations.
- 4) Domestic cold and hot water connection to the existing piping and distribution in the renovated spaces.
- 5) Coordination of plumbing fixture selections with Architect.
- 6) Domestic hot water generation and recirculation with 140°F storage and mixing for 110°F general use. This would use an electric water heater and storage tank.
- 7) Fire protection design is to include the fire service with backflow prevention and main piping layout. Individual heads will not be indicated. The specification will be performance based.

c. Electrical

- 1) Demolition of existing systems as required by the proposed renovations.
- 2) Replace the existing electric service entrance panelboard and provide for kirk keyed connection to a generator connection box on the exterior of the building.
- 3) Power distribution throughout the renovated spaces.
- 4) Branch circuiting for general use receptacles and equipment.
- 5) Replacement of the existing emergency power standby generator, automatic transfer switch(es), and life safety/optional standby distribution with new.

- 6) Interior ambient lighting, emergency egress lighting and exit signage.
- 7) Lighting controls including vacancy sensing, daylight harvesting and dimming control may be included.
- 8) Exterior building mounted lighting.
- 9) Fire alarm system modifications as required by the proposed renovations.
- 10) Communications systems cabling, terminations, equipment racks, patch panels, outlets and raceway. System electronics, switches, routers, other hardware, etc. will be the responsibility of the Owner.

3. Deliverables:

- a. HVAC, plumbing and electrical plans and technical specifications for bidding purposes will be provided. One pdf copy will be sent to you. Submissions will be made to you at the 50 and 90% levels of completion.

4. Bidding Phase:

- a. Assistance to your office during the bidding of the project. This will include our recommendation of suitable bidders and comments in regard to the bids if applicable.
- b. Attendance at a pre-bid conference.
- c. Documentation of addenda required for clarification of contract documents issued for bid.

5. Construction Phase Services:

- a. Shop Drawing Review - Review of shop drawings for HVAC, plumbing and electrical trades. M/E will review up to two (2) submissions of any single shop drawings. Additional reviews of any single shop drawing submittal will be performed on an hourly basis as indicated on the attached rate schedule.
- b. Field Visits during Construction - Review of job progress and field observation reports prepared. Eight (8) field visits at two (2) man-hours per visit have been included in this proposal.
- c. Attendance at Job Meetings - Attendance at eight (8) meeting(s) at one (1) man-hours per meeting has been included in this proposal.
- d. Clarifications and Interpretations of Field Orders or RFI's – Issue necessary clarifications and interpretations of the Contract Documents.
- e. In performing construction observation visits to the job site, M/E shall have no control over nor responsibility for the Contractor's means, methods, sequences, techniques or procedures in performing the work. These are the sole responsibility of the Contractor, who is also responsible for complying with all health and safety precautions as required by regulatory agencies.

C. **ADDITIONAL SERVICES**

The following services are not provided as part of the Basic Services outlined above. Should any of the below services be required, M/E will furnish a fee proposal upon your request. Any anticipated items have a fee indicated as additional below.

1. Life Cycle Cost Analysis for systems alternatives.
2. Site lighting, exterior building lighting and signage lighting. Design of circuits and control will be provided as part of Basic Services. Site lighting fixture selection, specifications, layout and pole bases, etc. will be by the Site/Civil Engineer.
3. Design of utility, services beyond 5 ft.-0 in. outside of the building foundation.
4. Fire protection design other than service entrance and performance specification. Piping design, head layout, or hydraulic calculations are not included in Basic Services.
5. Commissioning services.
6. Energy modeling.
7. Engineer's opinion of probable construction cost.
8. Seismic performance design for system equipment and supports.
9. U.S. Green Building Council LEED Project Certification process and initial review.
10. Utility Company and New York State Energy Research and Development Authority (NYSERDA) studies, reviews, applications and documentation other than support for the application process.
11. Pre-Test and balance of existing air and water systems.
12. Design associated with hazardous materials and hazardous room ratings.
13. Preparation of applications and supporting documents for private or governmental grants, loans, or advances in connection with the Project.
14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, cost reduction and constructability review; and performing furnishing services.
15. Foundation drainage system.
16. Electrical arc flash study/calculations and determination of appropriate personnel protective equipment.
17. Field investigation involving opening of electrical equipment. If it is determined that such investigation is required for this project, we can provide a proposal from a qualified electrician to obtain the necessary information.
18. Record Drawings - CAD input of Contractor(s) certified "as-built" information to the original project files. M/E Engineering cannot verify or certify "as-built" conditions.
19. Clash detection and conflict resolution. Basic services include design-intent coordination of fixed equipment.

D. ASSUMPTIONS

1. There is sufficient capacity in the existing systems for the loading associated with this project.
2. The proposed geothermal well field will:
 - a. Have sufficient site area.
 - b. M/E Engineering will assist in the specification of the system piping and size of the manifold vault.
 - c. Sized suitably for the entire building loading.
3. There is suitable budget for the intended project scope.
4. A fire pump is not required.
5. The building will be vacated for the duration of the renovations.
6. Hazardous conditions, spaces and processes will not be included in the project.
7. All meetings will take place virtually.
8. Audio and visual systems will be designed by others and not included in this proposal.
??
9. Elevator shaft pressurization system is not required.

E. SERVICES NOT INCLUDED

1. Hazardous materials (i.e., asbestos, lead, etc.) consultation, identification of hazardous materials in the project area, or design of hazardous materials abatement.
2. Preparation of specification boilerplate.
3. Review of project chemical storage/usage and related code requirements.

F. CLIENT-FURNISHED SERVICES

1. CAD files of proposed floor plans and ceiling plans for use in preparation of HVAC, plumbing and electrical drawings. The BIM Model shall be generated using Autodesk Revit, specific year to be coordinated based on license availability and project timeframe.
2. CAD files of proposed structural systems, building sections and elevations.
3. Overall project coordination with the Owner and subconsultants.
4. Printing and reproduction of all documents required by the Owner for progress submissions, review meetings, etc. M/E Engineering will furnish one (1) set of documents to the Architect for these submissions.
5. An electronic copy of final plans and specifications.

G. OWNER-FURNISHED SERVICES

1. All necessary topographical site surveys showing utilities, invert elevations, structure, trees, roads, walks, etc. Test boring data indicating rock and water, if present.
2. Accurate as-built drawings for existing structures, mechanical and electrical systems.
3. Proposed equipment data consisting of complete mechanical and electrical utility requirements and connection information (such as vendor drawings).
4. All health, safety and environmental (HSE) requirements.
5. Liaison work and application submittals to all local, state and federal agencies.
6. Access to applicable buildings and spaces with Owner's personnel present to provide access to the spaces. This is assumed to be during regular business hours and looking at all spaces during the same visit. Multiple visits are anticipated.

H. SCHEDULE

M/E Engineering will work with the design team to generate an acceptable schedule.

I. FEE FOR BASIC SERVICES

1. Invoices for M/E services will be submitted every four weeks based on the work completed. This proposal is valid for a period of sixty (60) days from issue.
2. Our fee for Basic Services will be a XXXX THOUSAND DOLLAR (\$XXX.00) (USD) lump sum. The following is the approximated breakdown of our fee by phase:

Basic Services	Fee Amount
Study Phase	\$0.00
Schematic Phase	\$0.00
Design Development Phase	\$0.00
Construction Document Phase	\$0.00
Bidding Phase	\$0.00
Construction Phase	\$0.00
Total	\$0.00

J. FEE FOR ADDITIONAL SERVICES

1. Additional services will be provided under a separate proposal upon your request.

K. REIMBURSABLE EXPENSES

1. At this time, reimbursable expenses (travel, printing, etc.) are not anticipated. We will notify you if any reimbursable expenses are encountered.

L. TERMS AND CONDITIONS

Heather Landis
M/E Reference P_____
February 2, 2024

1. Included you will find "M/E Engineering, P.C. Terms and Conditions" which shall apply to this proposal for services.

We appreciate this opportunity to serve you and we look forward to a very successful project. If the preceding is acceptable, please sign below and return.

Sincerely,

M/E Engineering, P.C.

Brian Danker, PE
Vice President, Principal

ABC:xxx
cc: File
Encl:

ACCEPTED FOR _____ **(ENTER CLIENT NAME)**

Signature _____ Date _____

Print Name _____ Title _____

M/E ENGINEERING, P.C. TERMS & CONDITIONS

Performance of Services:

M/E Engineering, P.C. (M/E) shall perform the services outlined in the attached proposal in consideration of the stated fee and payment terms.

Billing/Payments:

Invoices for M/E services will be submitted on a monthly basis. Invoices are due upon presentation and shall be payable in United States Dollars (USD) within 30 days of the invoice date. If the invoice is not paid within 60 days, M/E may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend the performance of services. Retainers will be credited on the final invoice. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 120 days after the invoice date, the Client shall pay M/E all costs of collection, including reasonable attorney's fees.

Access to Site:

Unless otherwise stated, M/E shall have access to the site for activities necessary for the performance of the services. M/E will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage due to site investigations and exploratory work.

Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless M/E, its officers, directors, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, to the extent caused by the Client's negligent acts in connection with the project and the acts of its contractors, subcontractors, consultants or anyone for whom the Client is legally liable. Neither the Client nor M/E shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, nor will either party be subject to consequential, special, incidental or punitive damages.

Certifications, Guarantees and Warranties:

M/E shall not be required to execute any document that would result in their certifying, guaranteeing or warranting the existence of conditions whose existence of M/E cannot ascertain.

Ownership of Documents:

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by M/E are instruments of service under this agreement and shall remain the property of M/E, and may not be used by the Client for any other endeavor without the written consent of M/E. M/E shall retain all common law, statutory and other reserved rights, including the copyright thereto.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and M/E shall be submitted to non-binding mediation. Client and M/E agree to include a similar mediation agreement with all contractors, sub-contractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Termination of Services; Suspension of Project:

A party may immediately terminate this agreement and/or cease providing services in the event of a material breach of any term, warranty, condition or covenant by another party which remains uncured for fifteen (15) days after written notice to the defaulting party. Notwithstanding the above, if the Client fails to make payments to M/E in accordance with this Proposal, such failure shall be considered substantial non-performance and cause for termination or, at M/E's option, cause for suspension of performance of services under this proposal. Prior to suspension or termination of services, M/E shall give three (3) days' written notice to the Client. M/E shall have no liability to the Client or Owner for delay or damage caused because of such suspension or termination of services. In the event of suspension of services, and before resuming services, M/E shall be paid for all sums due prior to suspension and any expenses incurred in the interruption and resumption of M/E's services. M/E's compensation and schedule for remaining services shall be equitably adjusted, as necessary.

Assignment:

Neither Client nor M/E shall transfer, sublet or assign any rights or interest to the proposed services, including, but not limited to monies that are due or monies that may be due, without the prior written consent of the other party, except that M/E can hire subconsultants as is usual and customary in the execution of this agreement.

Changes in Scope and Schedule:

M/E shall not be responsible for additional services resulting from significant changes in the scope, extent, or complexity of any portions of the Project designed or specified by M/E caused by changes in Owner's schedule, Contractor's Schedule, length of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations or Codes enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond M/E's control.

Entire Agreement:

This Proposal constitutes the entire agreement of the parties concerning the subject matter hereof. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any party to this proposal except as specifically set forth herein. All prior agreements, discussions and negotiations are entirely superseded by this proposal.



STRUCTURAL ENGINEERING CONSULTANTS

February 2, 2024

Heather Landis
IN/EX Architecture P.C.
133 S. Fitzhugh Street
Rochester, New York 14608

**Re: Brighton Townhall Renovation – DD thru CA Services
Brighton, NY**

Dear Heather:

Per your request the following is our proposal to provide structural engineering services for the referenced project.

General

The proposed project includes the renovation of the existing two-story townhall structure. The proposed renovation includes the following significant structural scope items:

- New 500 sqr.ft. single-story Facilities Shop addition.
- New canopy structure at rear entrance.
- New ramp and stairs at main entrance.
- Framing support design for proposed moveable partition at lower level.
- Roof analysis and reinforcement for proposed RTU's.
- M/E/P pathway support for required penetrations.
- Miscellaneous scope for overall space build-out/modifications.

Numerous existing conditions do not match the original construction drawings. This fee proposal assumes all structural conditions will require full field verification.

Base Scope of Services

- See Attached.

Excluded Scope of Services

- Deep foundation designs and structural slab-on-grade design, if required, shall be billed as an additional service.
- Geotechnical investigations shall be by others.
- Special Inspections shall be by others.

Fees

Our fees are not to exceed the lump sum amount of \$22,400 without your prior approval. The fees have been itemized by design phase services as noted below. Invoices for services will be submitted monthly based on percent of services completed and are due within 30 days. Invoices unpaid after 60 days will accrue interest at the rate of 1½ percent per month.

Design Development Phase	\$7,700
Construction Document Phase.....	\$7,700
Bidding/Permit Phase.....	\$1,200
Construction Administration.....	<u>\$5,800</u>
	\$22,400

Hourly Rates

Principal Structural Engineer.....	\$190/hour
Senior Structural Engineer.....	\$170/hour
Project Structural Engineer	\$150/hour
Intern Engineer-Technician	\$100/hour

Thank you for the continued opportunities.



Respectfully submitted.....

Stephen Rudnicki, P.E.

Accepted by.....

for IN/EX Architecture P.C.

Scope of Services

This is an exhibit attached to and made part of our proposal dated February 2, 2024, between *Jensen/BRV Engineering, PLLC* (SER) and IN/EX Architecture, P.C. (Architect), for Brighton Townhall Renovation- DD thru CA Services. Our scope of services is indicated below.

I. DESIGN DEVELOPMENT	Included	Not Included	REMARKS
a. Attend design meeting or site visits	X		As Required
b. Prepare design development documents			
1. Prepare preliminary structural design calculations for typical elements	X		
2. Prepare preliminary foundation drawings	X		
3. Prepare preliminary framing layout drawings	X		
4. Prepare typical detail sheets	X		
c. Prepare outline specifications for structural items	X		
d. Identify pre-engineered structural elements	X		
e. Review results of special studies	X		
f. Coordinate structural design with Geotechnical Investigation	X		
g. Submit design development documentation for approval	X		
h. Revise schematic opinion of probable construction costs		X	

II. CONTRACT DOCUMENTS	Included	Not Included	REMARKS
a. Prepare structural design of primary structural system	X		
b. Designate elements to be designed by specialty engineers, and specify structural criteria for special engineers design of pre-engineered structural items	X		
c. Review effect of secondary or non-structural elements attached to primary structural system	X		
d. Attend design meetings or site visits	X		As required
e. Assist in coordination with building code officials	X		
f. Complete structural calculations	X		
g. Complete structural drawings	X		
h. Provide Specifications in the form of notes on drawings	X		
i. Establish structural testing and special inspection requirements	X		
j. Perform checking and coordination of the structural documents	X		
k. Design non-structural elements			
1. Exterior curtain walls	X		To be shown on Architectural Dwgs
2. Non-bearing partitions	X		
3. Stair railings		X	
4. Architectural, mechanical, electrical and other non-structural component anchorage design for seismic loads		X	
l. Revise opinion of probable construction costs		X	
m. Assist in filing construction documents for approval by building official.	X		
n. Make revisions to construction documents as required by Building Official (and by Peer Reviewer)	X		

III. BIDDING OR NEGOTIATION PHASE	Included	Not Included	REMARKS
a. Assist in evaluating bidders qualifications		X	
b. Provide structural addenda and clarifications	X		
c. Attend pre-bid conference	X		
d. Assist in bid evaluation		X	

IV. CONSTRUCTION ADMINISTRATION PHASE	Included	Not Included	REMARKS
a. Attend pre-construction meeting	X		
b. Assist in evaluating communications procedures	X		
c. Assist in establishing procedures for structural testing and special inspections	X		
d. Assist in confirming submittal procedures	X		
e. Assist in selection of testing and inspection agency	X		
f. Advise client and contractor which structural elements require construction observation by SER	X		
g. Provide site visits at intervals appropriate to the stages of construction	X		As required
h. Prepare site visit reports	X		
i. Assist in determining the amounts due contractor for structural work		X	
j. Provide interpretations of structural construction documents	X		
k. Provide recommendations regarding claims, disputes and other matters relating to execution or progress of the structural work		X	
l. Assist in determining whether non-conforming structural work shall be rejected	X		
m. Review specified submittals for items designed by engineer	X		
1. Review submittals for pre-engineered structural elements	X		
2. Review testing and inspection reports	X		
3. Initiate appropriate action to those reports, if required	X		
n. Assist in preparing change orders relating to the structural work		X	
o. Assist in conducting inspection to determine substantial completion of the structural work	X		

Town of Brighton

Town Hall Evaluation

**Fee Proposal for
Cost Estimating and
Scheduling Services**

1/30/2024

**For IN/EX Architecture P.C.
Attn: Heather Landis
133 South Fitzhugh Street
Rochester, NY 14608**

**In Response To:
Request for Proposal
Email from Heather Landis on 1/26/2024**



Trophy Point, LLC

Blasdell, NY

Pittsburgh, PA

New York, NY

Downers Grove, IL

Contact: Rich Chudzik
Phone: 716-823-0006
Email: rchudzik@trophypoint.com

Fee Proposal



In direct response to the referenced solicitation, Trophy Point proposes to provide **Construction Cost Estimating and Scheduling** services in support of the **Town of Brighton – Town Hall Evaluation** project for the following:

Fixed Fee Amounts

Interior Fit-Out - Estimating	Fee
75% Design Development Estimate	\$8,500
100% Design Development Estimate	\$2,500
75% Construction Documents Estimate	\$7,800
100% Construction Documents Estimate	\$2,500
Total	\$21,300

Sitework - Estimating	Fee
75% Design Development Estimate	\$5,500
100% Design Development Estimate	\$3,000
Total	\$8,500

Scheduling	Fee
75% Design Development Submission Construction Schedule	\$6,500
100% Design Development Submission Construction Schedule	\$2,000
75% Construction Documents Submission Construction Schedule	\$3,500
100% Construction Documents Submission Construction Schedule	\$2,000
Total	\$14,000

The estimates will be prepared in CSI format.

The schedules will be prepared in Primavera P6.

This proposal does not include time for Trophy Point attendance at meetings. Should Trophy Point's participation be required at meetings, our Commercial Rates will be applied.

The pricing above does not include site walkthroughs. If required, Trophy Point will provide such services against our Commercial Rates. Travel expenses will be billed at cost to the client for such visits.



Value Engineering / Scope Reduction pricing is not included in this proposal and, if required, will be billed on an hourly basis against our Commercial Rates.

This proposal does not include the reconciliation of the estimates with a construction manager, third party estimating firm, or another party at any point in time.

This proposal is based on estimates for any loose FF&E being provided by others, if required.

In the event that an estimate for a given phase is no longer required, Trophy Point reserves the right to provide an updated quote.

Reimbursable expenses (i.e. printing of plans, travel, mileage), if required, will be billed at cost to the client.

Upon receipt of the drawings and the authorization-to-proceed, a deliverable schedule will be mutually agreed upon.

Should you have any questions, please do not hesitate to contact me directly.

We are excited to work with you in achieving your vision!

Respectfully,

Richard G. Chudzik



President & Owner
Trophy Point, LLC
4588 South Park Avenue
Blasdell, NY 14219
Phone: 716-823-0006
Email: rchudzik@trophypoint.com

Signature of this proposal below represents the acceptance of all pricing and terms as noted above.

AUTHORIZED BY: _____

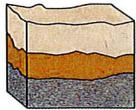
Printed Name

Title

Signature

Date





Foundation Design, P.C.

SOIL • BEDROCK • GROUNDWATER

February 5, 2024

IN/EX Architecture, P.C.
133 S. Fitzhugh Street
Rochester, New York 14608

Attention: Heather Landis

Reference: Town of Brighton – Town Hall
2300 Elmwood Avenue, Rochester, New York
Geotechnical Services Proposal, P5585.0

Dear Ms. Landis:

Foundation Design, P.C. offers the following proposal for geotechnical consultation services on the referenced project. We understand that the Town of Brighton plans to rehabilitate or replace pavements across the town hall complex; install a stormwater management system; install an ADA compliant front entrance; and construct new facilities shop at the north end of the town hall. Our services under this agreement will be to assess soil conditions for the proposed new foundations, define the in-place asphalt section and subgrade conditions, and perform a series of infiltration tests in the proposed stormwater management areas. We will provide foundation design parameters and provide recommendations for the pavements for the project.

To assess the subsurface conditions, we proposed performing three SPT soil borings (one at each entrance ramp and the facilities shop); twelve pavement cores/probes; and six infiltration tests at the stormwater management areas. The soil borings will penetrate to a depth of 12 feet to define acceptable bearing elevations for the entrance ramps and building addition foundations. To define the pavement/subgrade conditions, we propose to perform twelve, 4-inch diameter asphalt cores across the pavement area. At each core location, we will recover a four-inch diameter asphalt core, then sample the subbase and subgrade to a four-to-five-foot depth using a 2 or 3-inch diameter split spoon sampler. Our intent is to 1.) define the in-place asphalt section, 2.) assess the in-place pavement subbase thickness and quality, and 3.) check for in-place fill material/buried topsoil that would be detrimental to the long-term pavement performance.

IN/EX Architecture, P.C.
February 5, 2024
Page 2

As part of the exploration program, we will perform six NYSDEC Stormwater Infiltration tests. A ten foot deep soil probe will be sampled adjacent to each test location. We will auger each hole to a depth of four feet and install a 4-inch diameter PVC pipe for the infiltration testing. The pipe will be pre-soaked in advance of the testing.

Specifically, we propose the following scope of services:

1. Layout the soil borings and pavement cores, dimensioning the locations off the existing building and parking spaces, altering locations slightly to allow for ease of access for the drill rig and to avoid underground utility lines.
2. Call for a UFPO stakeout of the public utility lines in advance of the drilling work. We ask that you provide existing utility plans and a contact at the school to assist us in avoiding their known private utility lines.
3. Subcontract Nothnagle Drilling to advance the soil borings, soil sampling, and pavement core work. The borings/cores will be backfilled with auger spoils on completion, with a concrete patch installed at the surface. We assume prevailing wages apply to this work.
4. Install six 4-inch diameter PVC pipes for the NYSDEC Stormwater Infiltration tests. Presoak the locations on the day of installation and run the tests the following day. Remove and backfill holes after the completion of the test.
5. Our staff will review the soil samples recovered, classify the soils, and develop subsurface logs for each location.
6. Submit six subbase samples for fine sieve analysis. Select up to two to three subgrade samples for moisture content tests, sieve/hydrometer analysis, organic content determinations, and/or liquid/plastic limits tests.
7. Assess the soils, bedrock, and groundwater conditions.
8. Develop allowable bearing pressures, lateral capacities, and frost depths for the ramps and building addition.
9. Develop seismic site classification and spectral acceleration rates for use in assessing the structural design.
10. Provide recommendations for resurfacing or reconstructing the existing pavement areas. Develop mill/overlaying thicknesses and/or new Standard Duty and Heavy Duty Pavement Sections.



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IN/EX Architecture, P.C.

February 5, 2024

Page 3

11. Prepare and submit a report detailing our findings, conclusions, and recommendations.

We propose to provide these services in accordance with our *2023 General Conditions*, a copy of which is enclosed for your review. We propose to provide the drilling, layout, infiltration testing, engineering, and lab testing services outlined above for a Lump Sum Fee of \$ 13,250.00. We propose to submit invoices monthly for the work completed, with our final invoice submitted shortly after submission of the report.

We appreciate your consideration for the geotechnical work. We are available to immediately start work on these services. The coordination, layout, and public utility clearance will take five to ten days to complete. Our field time is estimated at three days. If you are able to get approval quickly, Nothnagle Drilling has some availability the week of February 12th. Otherwise, we have availability in the first week of March. We will submit design information to you as it is generated, with the final report to be submitted within 30 to 45 days of our receipt of authorization to proceed.

We appreciate the opportunity to submit this proposal and look forward to being part of your design/construction team on this project. If this proposal is acceptable, sign and return (e-mail is acceptable) one copy of this proposal as our written authorization to proceed.

Sincerely,

FOUNDATION DESIGN, P.C.

Ryan J. Radford, P.E
Vice President
Enc.

Accepted by: _____

Print Name: _____

Phone No.: _____

Company: _____

Date: _____



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SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for FOUNDATION DESIGN, P.C. (hereafter referred to as FDPC) to perform the work set forth in this AGREEMENT. CLIENT will notify any and all possessors of the project site that CLIENT has granted FDPC free access to the site. FDPC will take reasonable precautions to minimize damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the PROPOSAL.

CLIENT/PROPERTY OWNER is responsible for accurately delineating the locations of all subterranean structures and utilities. FDPC will take reasonable precautions (including calling for a NYS Dig-Safe utility clearance) to avoid known subterranean structures, and CLIENT/OWNER waives any claim against FDPC, and agrees to indemnify, and hold FDPC harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to or caused by subterranean structures and utilities not identified or accurately located. In addition, CLIENT agrees to compensate FDPC for any time spent or expenses incurred by FDPC in defense of any such claim, with compensation to be based upon FDPC's prevailing fee schedule and expense reimbursement policy.

DISCOVERY OF HAZARDOUS MATERIALS

CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials, including biological pollutants, are on or near the project site or likely to develop as part of the project and that CLIENT has informed FDPC of CLIENT's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. FDPC and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. FDPC and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for FDPC to take immediate measures to protect health and safety. CLIENT agrees to compensate FDPC for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

FDPC agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold FDPC harmless for any and all consequences of disclosures made by FDPC which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against FDPC and to the maximum extent permitted by law, agrees to indemnify, and save FDPC harmless from any claim, liability, and/or defense costs for injury or loss arising from FDPC's discovery of unanticipated hazardous materials or suspected hazardous materials; or in any way related to biological pollutants; including but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and the byproducts of any such biological organisms.

OWNERSHIP OF DOCUMENTS

CLIENT provided documents will remain the property of CLIENT. Unless otherwise specified in the Scope of Work, all documents and information obtained or prepared by FDPC in connection with the

GENERAL CONDITIONS

performance of the Services, including but not limited to Engineer's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively called "Documents") are the property of FDPC and FDPC shall, in its sole discretion, have the right to dispose of or retain the Documents. Engineer shall have the right to use the Documents for any purpose. CLIENT shall have the right to reuse the Documents for purposes reasonably connected with this Project, including design and licensing requirements for which the Services are provided; other use by the CLIENT/OWNER are at their own risk.

All Documents are prepared solely for use by CLIENT and shall not be provided to any other person or entity without Engineer's written consent, nor shall they be mentioned, communicated, disclosed or referred to in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material, without the express written authorization of FDPC. CLIENT shall indemnify and hold harmless Engineer, its officers, shareholders and employees from and against any action or proceeding brought by any person or entity claiming to rely upon information or opinions contained in reports or other documents provided to such person or entity, without FDPC's written consent.

FIELD OBSERVATION

If FDPC is retained by CLIENT to provide a site representative for the purpose of observing specific portions of construction work or other field activities as set forth in the PROPOSAL, then this phrase applies. For the specified assignment, FDPC will report observations and professional opinions to CLIENT. No action of FDPC or FDPC's site representative can be construed as altering any AGREEMENT between CLIENT and others. FDPC will report to CLIENT any observed geotechnically related work which, in FDPC's professional opinion, does not conform with plans and specifications. FDPC has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for CLIENT. Furthermore, FDPC's presence on site does not in any way guarantee the completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services. FDPC will not be responsible for and will not have control or charge of specific construction means, methods, techniques, sequences or procedures or other activities selected by any agent or agreement of CLIENT, or safety precautions and programs incident thereto.

CLIENT recognizes that failure to retain FDPC for construction phase services outlined in this agreement poses higher risks to the project and therefore agrees to indemnify FDPC for claims arising from any reduction in services and/or geotechnical engineering judgments made by others during construction.

STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where boring, surveys, or explorations are made, and that the site conditions may change with time. Data, interpretations, and recommendations by FDPC will be based solely on information available to FDPC. FDPC is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by FDPC under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of geotechnical engineering services.



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SAMPLE DISPOSAL

FDPC will dispose of all remaining soils and rock samples sixty (60) days after submission of the report covering those samples. Further storage or transfer of samples can be made at CLIENT's expense upon CLIENT's prior written request.

BILLING AND PAYMENT

CLIENT will pay FDPC in accordance with the procedures indicated in the PROPOSAL and its attachments. If the rate or procedure is unspecified, billing will be at the following rates:

Principal/Sr. Engineer (P.E.)	\$180.00/hr.
Staff Engineer (P.E.)	140.00/hr.
Staff Engineer (non-P.E.)	125.00/hr.
Sr. Field Engineer/Technician	95.00/hr.
Jr. Technician	65.00/hr.
Technical Typist/Assistant	55.00/hr.
Per Diem (overnight) at	\$250.00/day
Automobile @ current IRS Rate	
Other transportation at cost	

Printing after three copies \$0.15 per sheet (Photocopy)

Subcontracts and other projects costs such as exploration, testing, computer, consultants, and supplies at cost plus 10%.

Invoices will be submitted to CLIENT by FDPC, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify FDPC in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. CLIENT will pay an additional charge of one-and one half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fee) in connection with collection of any delinquent amount will be paid by CLIENT to FDPC per FDPC's current fee schedules. In the event CLIENT fails to pay FDPC within sixty (60) days after invoices are rendered, CLIENT agrees that FDPC will have the right to consider the failure to pay FDPC's invoice within 180 days as a breach of this AGREEMENT.

LIMITATION OF REMEDIES

Many risks potentially affect FDPC by virtue of entering into this AGREEMENT to perform professional engineering services on behalf of CLIENT. The principal risk is the potential for human error by FDPC. For CLIENT to obtain the benefit of a fee which includes a nominal allowance for dealing with FDPC's liability, CLIENT agrees to limit FDPC's liability to CLIENT and to all other parties for claims arising out of FDPC's performance of the services described in this AGREEMENT. The aggregate liability of FDPC will not exceed \$50,000 for negligent professional acts, errors or omissions, and CLIENT agrees to indemnify and hold harmless FDPC from and against all liabilities in excess of the monetary limit established above.

Within these limits, FDPC shall be responsible for injury to persons and damage to property due to the intentional or negligent acts, errors, or omissions of the FDPC, its subcontractors, agents or employees, in the performance of the Services. For matters other than those arising out of the FDPC's professional services, the FDPC shall indemnify, defend, and save harmless the CLIENT from all claims, suits, actions, damages, and costs of every name and description (including reasonable attorney fees and court costs, whether resulting from the defense of such claims or the

enforcement of this Agreement by the CLIENT) resulting from the work performed by FDPC, its subcontractors, agents or employees. For matters arising out of the FDPC's professional services, the FDPC shall indemnify and save harmless the CLIENT from all claims, suits, actions, damages, and costs of every name and description (including reasonable attorney fees and court costs resulting from the defense of such claims) resulting from the negligent acts, errors and/or omissions of FDPC, its subcontractors, agents or employees.

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence and shall be subject to all otherwise applicable statutes of limitation and repose. The parties also agree that CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join FDPC as a third-party defendant. Parties means CLIENT and FDPC and their officers, employees, agents, affiliates, and subcontractors.

CLIENT and FDPC agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this AGREEMENT. CLIENT recognizes that FDPC owes no fiduciary responsibility to CLIENT or any other party associated with this AGREEMENT.

CLIENT and FDPC intend that the services and obligations under this AGREEMENT will not subject either of their individual employees, officer, or directors to personal liability. Therefore, and notwithstanding any other provisions of this AGREEMENT, CLIENT and FDPC agree as their sole and exclusive remedy to direct or assert any claim, demand, or suit only against these respective business entities, their successors, and/or assigns.

DISPUTES

In the event that a dispute should arise relating to the performance of the services to be provided under this AGREEMENT, and should that dispute result in litigation, it is agreed that:

- The claim will be brought and tried in Monroe County, New York and CLIENT waives the right to remove the action to any other county or judicial jurisdiction,
- The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by the other party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, FDPC will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to the cost of completing analyses, records, and reports necessary to document job status at the time of termination. Neither CLIENT nor FDPC shall assign, sublet, or transfer any claims, rights, or interest in or under this agreement without the prior consent of the other party.

GOVERNING LAW AND SURVIVAL

The law of the State of New York will govern the validity of these TERMS, their interpretation and performance. If any of the provisions of this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this AGREEMENT for any cause.



Town of
Brighton

Public Works Department

Commissioner of Public Works – James P. Sprague, P.E.

Ken Hurley, P.E.
Town Engineer

March 28, 2024

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

Re: Town of Brighton Town Hall Renovations
Design Professional Agreement – Asbestos Abatement Design
Phase 2.0

Dear Chairperson DiPonzo and Committee Members:

In conjunction with the Brighton Town Hall Renovations Phase 2.0 Design Consultant proposal, we have received a separate proposal from Lu Engineers, dated February 5, 2024, to provide abatement design for asbestos removal. The Town of Brighton would enter into a separate agreement (from the In/Ex agreement) with Lu Engineers for the abatement design, construction documents, bidding phase, and construction administration detailed in the Lu Engineers proposal. This proposal has been reviewed by the Town Attorney and Lu Engineers have made condition revision to the satisfaction of the Town Attorney.

Lu Engineers' proposal estimates that the maximum cost to provide professional abatement services and expenses to be \$18,145.

I am requesting that the FASC recommend that the Town Board authorize the supervisor to endorse an agreement with Lu Engineers to provide professional services to complete the abatement services associated with Phase 2 of the Brighton Town Hall Renovation project for a cost not to exceed \$18,145. I further recommend that the Supervisor be authorized to execute any necessary change orders that do not collectively exceed ten percent of the awarded contract price (\$1,814.50).

As always, thank you for your consideration. I will be in attendance at your regularly scheduled April 3, 2024, meeting in the event that you have any questions regarding this matter. As always, your consideration of matters such as this is greatly appreciated.

Sincerely,

Ken Hurley, P.E.
Department of Public Works

Cc: Jim Sprague

February 5, 2024

Heather Landis
In/Ex Architecture PC
133 S. Fitzhugh Street
Rochester, New York 14608

**RE: Abatement Design
Brighton Town Hall Renovation Project
2300 Elmwood Avenue
Brighton, New York**

Dear Ms. Landis:

Lu Engineers is pleased to provide a proposal for providing Abatement Design services for the above referenced project. Lu Engineers proposes to provide professional engineering services for the following Scope of Work:

Design Development

1. Prepare asbestos removal drawings for the proposed work. The drawings will utilize available electronic base plans of the work area(s).
2. Prepare the following technical specification sections:
 - a. Asbestos Remediation
 - b. Working with Lead and Hazardous Materials
3. Prepare an opinion of probable abatement cost for the work.
4. Prepare a Schedule of Abatement.

Construction Documents

1. Finalize asbestos removal drawings per review comments from In/Ex Architecture and Owner.
2. Finalize technical specification sections drawings per review comments from In/Ex Architecture and Owner.
3. Prepare and submit a Site Specific Variance application to the New York State Department of Labor on behalf of the owner.
4. Finalize the opinion of probable abatement cost for the project.

Bidding Phase

1. Attend one (1) pre-bid walkthrough on behalf of In/Ex Architecture and the Owner.
2. Review prospective contractor questions.
3. Draft Request for Information (RFI) based on prospective contractor questions.

Construction Administration

1. Attend one (1) Contractor pre-construction meeting on behalf of the Owner.
2. Review change order(s) and provide response to In/Ex Architecture and the Owner.
3. Review pre-abatement and post-abatement submittals.

Assumptions

- In/Ex Architecture shall provide current CAD files for Lu Engineers' use.
- Lu Engineers abatement design is based off Lu Engineers Pre-Renovation Regulated Building Materials Survey dated October 2022 and provided supporting documents.
- Lu Engineers Design Documents fee includes time for suggested revisions received from In/Ex Architecture.
- Lu Engineers' Design Documents will be based on In/Ex Architecture's scope of work and are not intended to make the subject building "Asbestos Free".

Costs

Our estimated fees for the project are based on hourly rates and expenses. The breakdown of hours and expenses is included as Attachment A. Based on our scope of services, we have proposed the following not to exceed fees for the project:

Abatement Design	\$ 18,145.00
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Acceptance

Please acknowledge your acceptance of this proposal and the attached Professional Service Terms and Conditions by signing this original and returning a signed copy to our office. This agreement, when signed by both parties, will be considered a written contract. If you should have any questions, please contact me at 585-434-2498.

Sincerely,



Mitchell C. Smith, CHST
Asbestos Group Leader

Enclosure(s): 1 copy Attachment A

Accepted for:	_____	by:
Signature:	_____	
Name/Title:	_____	
Date:	_____	

 Lu Engineers ENVIRONMENTAL • TRANSPORTATION • CIVIL		
Signature:	_____	
Mitchell C. Smith, CHST		
Name/Title:	Asbestos Group Leader	
Date:	February 3, 2024	



ATTACHMENT A

Design Development
Brighton Town Hall Renovation Project
2300 Elmwood Avenue
Brighton, New York

TASK DESCRIPTION	Projected Hours				TOTAL
	Project Manager	Sr. Env. Technician	Env. Tech II	Env. Tech I	
Design Development Phase					
1. Prepare Abatement Removal Drawings	12	2	16	6	36
2. Prepare Technical Specifications	8	1	6	0	15
3. Opinion of Probable Abatement Cost	3	2	3	0	8
4. Prepare Schedule of Abatement	2	1	1	0	4
Total Hours:	23	5	25	6	59
Hourly Labor Rate:	\$155.00	\$95.00	\$80.00	\$70.00	
Direct Labor Cost:	\$3,565.00	\$475.00	\$2,000.00	\$420.00	\$6,460.00
TOTAL LABOR COST :					\$6,460.00

SUMMARY

Labor: \$6,460.00

Total Fee Proposed Not to Exceed: **\$6,460.00**



Lu Engineers
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ATTACHMENT B
 Construction Documents
 Brighton Town Hall Renovation Project
 2300 Elmwood Avenue
 Brighton, New York

TASK DESCRIPTION	Projected Hours				TOTAL
	Project Manager	Sr. Env. Technician	Env. Tech II	Env. Tech I	
Construction Document Phase					
1. Finalize Abatement Design Plans	6	2	8	4	20
2. Finalize Technical Specifications	4	1	3	0	8
3. NYSDOL Variance Application	12	1	6	1	20
4. Finalize Opinion of Probable Abatement Cost	2	1	2	0	5
Total Hours:	24	5	19	5	53
Hourly Labor Rate:	\$155.00	\$95.00	\$80.00	\$70.00	
Direct Labor Cost:	\$3,720.00	\$475.00	\$1,520.00	\$350.00	\$6,065.00
TOTAL LABOR COST :					\$6,065.00

Expenses	Unit	Unit Cost		
			No Units	Cost
1. NYSDOL Variance Application Fee	EA	\$ 350.00	1	\$ 350.00
2. Overnight Shipping Cost	EA	\$ 25.00	1	\$ 25.00
TOTAL EXPENSES:				\$ 375.00

SUMMARY

Labor: \$6,065.00

Expenses: \$375.00

Total Fee Proposed Not to Exceed: \$6,440.00



Lu Engineers
 ENVIRONMENTAL • TRANSPORTATION • CIVIL

ATTACHMENT C

Bid Documents
Brighton Town Hall Renovation Project
2300 Elmwood Avenue
Brighton, New York

TASK DESCRIPTION	Projected Hours				TOTAL
	Project Manager	Sr. Env. Technician	Env. Tech II	Env. Tech I	
Bid Phase					
1. Attend Pre-bid Walk-through	4	0	0	0	4
2. Review Contractor Questions	6	1	2	0	9
3. Draft RFI's	4	1	2	0	7
Total Hours:	14	2	4	0	20
Hourly Labor Rate:	\$155.00	\$95.00	\$80.00	\$70.00	
Direct Labor Cost:	\$2,170.00	\$190.00	\$320.00	\$0.00	\$2,680.00
TOTAL LABOR COST :					\$2,680.00

SUMMARY

Labor: \$2,680.00

Total Fee Proposed Not to Exceed: **\$2,680.00**



Lu Engineers
ENVIRONMENTAL • TRANSPORTATION • CIVIL

ATTACHMENT D

Construction Administration
Brighton Town Hall Renovation Project
2300 Elmwood Avenue
Brighton, New York

TASK DESCRIPTION	Projected Hours				TOTAL
	Project Manager	Sr. Env. Technician	Env. Tech II	Env. Tech I	
Construction Administration Phase					
1. Contractor Pre-Qualification Meeting	4	0	0	0	4
2. Answer Questions/ Change Order Review	6	0	4	0	10
3. Submittal Review	1	4	2	0	7
Total Hours:	11	4	6	0	21
Hourly Labor Rate:	\$155.00	\$95.00	\$80.00	\$70.00	
Direct Labor Cost:	\$1,705.00	\$380.00	\$480.00	\$0.00	\$2,565.00
TOTAL LABOR COST :					\$2,565.00

SUMMARY

Labor: \$2,565.00

Total Fee Proposed Not to Exceed: \$2,565.00



Lu Engineers
ENVIRONMENTAL • TRANSPORTATION • CIVIL

The Design Professional shall perform the services outlined in this agreement for the stated fee arrangement.

Access to Site

Unless otherwise stated, the Design Professional will have access to the site for activities necessary for the performance of the services. The Design Professional will take reasonable precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage, and will not be responsible for such costs unless the damage is caused by the Design Professional's negligent acts, errors or omissions and those of anyone for whom they are legally liable.

Fee

The total fee shall be based upon the Scope of Services contained in Attachments A through D, and shall not exceed \$18,145.00 for the project.

Billings/Payments

Invoices for services and reimbursable expenses shall be submitted, at the Design Professional's option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 45 days after the invoice date. A service charge of 1.5% (or the legal rate) per month will be applied to the unpaid balance after 60 days. In addition, if payment is not received within 60 days, the Design Professional has the right to stop work upon 10 days written notice to the Client, and the Client shall indemnify and hold harmless the Design Professional against all damages resulting from such stoppage; provided, however, that in the event a dispute with respect to any invoice, the absence of payment by the Client shall not constitute a material breach for purposes of allowing the Design Professional the right to stop work. Retainers shall be credited on the final invoice.

Hidden Conditions and Hazardous Materials

A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the Design Professional has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. Subject to the indemnifications provided under this Agreement, if (1) the Client fails to authorize such investigation after due notification, or (2) the Design Professional has no reason to believe that such a condition exists, the Design Professional shall not be responsible for the existing condition nor any resulting damages to persons or property unless caused by the Design Professional's negligent acts, errors or omissions and those of anyone for whom they are legally liable. The Design Professional shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form.

Indemnification

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

In recognition of the relative risks and benefits of the project to both the Client and the Design Professional, the Client agrees, to the fullest extent permitted by law, to limit the Design Professional's total liability to the Client, for any and all damages or claim expenses (including attorneys' fees) arising out of this agreement, from any and all causes, to the total amount of \$50,000, the amount of the Design Professional's fee (whichever is greater) or other amount agreed upon when added under Special Conditions.

Termination of Services

This agreement may be terminated upon 30 days written notice by either party should the other fail to perform their obligations hereunder. 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.

Ownership of Documents

All documents produced by the Design Professional under this agreement shall remain the property of the Design Professional and may not be used by this Client for any other purpose without the written consent of the Design Professional; provided, however, that the Design Professional shall provide the Client all AutoCAD drawing files (with the title blocks and professional stamps removed) at the conclusion of the project pertaining to any survey, mechanical, or site plans for the Town Hall, which drawings shall be the property of the Client. The Client agrees to indemnify and hold harmless Design Professional from any claims that arise due to the reuse, misuse, or alterations of the work documents.

Dispute Resolution

Any claim or dispute between the Client and the Design Professional may be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). Unless otherwise specified, this agreement shall be governed by the laws of the State of New York, and the exclusive venue for all disputes arising out of or in any way connected to this Agreement, its validity, interpretation and performance, shall be in the courts of the State of New York, Monroe County, and federal courts in the Western District of New York.

Claims and Liens

The Design Professional shall not suffer any mechanics' lien or other statutory lien to be filed against any Town property by reason of work, labor, services or materials performed on behalf of or furnished to the Design Professional by any subcontractors. If any such mechanics' lien or other statutory lien shall at any time be filed against Town property, the Design Professional shall forthwith cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction or otherwise, but the Design Professional shall have the right to contest any and all such liens. If the Design Professional shall fail to cause such lien to be discharged by payment, bonding, or other legal proceeding within ten (10) days after the filing thereof and before judgment or sale thereunder, then, in addition to any other right or remedy of the Client, the Client may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by bonding or other proceeding deemed appropriate by the Client, and the amount so paid by the Client and/or all costs and expenses, including reasonable attorneys' fees, incurred by the Client to procure the discharge of such lien.

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.



Town of
Brighton

Finance Department

Earl Johnson
Director of Finance

February 29, 2024

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

RE: 2024 Police Department GRANET Budget Amendment

Dear Board Members:

I am requesting Town Board authorization to record a 2024 Budget Amendment utilizing the Granet proceeds we received in December of 2023 and deferred to revenue for 2024. The source of these funds was.... to purchase...

The total of the Granet Funds was \$21,998.09 which would leave a total of \$9,498.09 to use.

The budget amendment entry needed is as follows:

A.POLCE.3120.2705	Gifts and Donations	Inc \$12,500.00
A.POLCE.3120.2.12	Office Furniture	Inc \$12,500.00

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 Johnson

Earl Johnson
Director of Finance