

**WORKSHOP MEETING  
JULY 14, 2020  
4:00 PM**

**AGENDA**

07-13-2020

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**STAFF SPOTLIGHT**

**REVIEW OF AGENDA ITEMS FOR THE JULY 21, 2020 RTB MEETING**

**ITEMS FOR BOARD ACTION**

- 7WS2020-1**    **Resolution** Authorizing the Supervisor to Enter into an Agreement for Special Inspections Related to the Irondequoit Community Center
- 7WS2020-2**    **Resolution** Authorizing the Appropriation of Funds to Pay the Cost of Preparing a General Map, Plan and Report for the Extension of the Consolidated Sewer District to Homes Along Bay Shore Boulevard
- 7WS2020-3**    **Resolution** Approving the Temporary Appointment of a Part-Time Light Laborer in the Building Maintenance Department
- 7WS2020-4**    **Resolution** Approving the Temporary Appointment of a Part-Time Light Laborer in the Building Maintenance Department
- 7WS2020-5**    **Resolution** Approving the Temporary Appointment of a Part-Time Light Laborer in the Building Maintenance Department
- 7WS2020-6**    **Resolution** Approving the Temporary Appointment of a Part-Time Light Laborer in the Building Maintenance Department

**ROCHESTER ACCESSIBLE ADVENTURES PRESENTATION**

**EXECUTIVE SESSION**

**\*\*\*NEXT REGULAR TOWN BOARD MEETING...TUESDAY, JULY 21, 2020 @ 7 pm \*\*\***

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO AN AGREEMENT FOR SPECIAL INSPECTIONS RELATED TO THE IRONDEQUOIT COMMUNITY CENTER**

At the workshop meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 14th day of July, 2020 at 4:00 p.m. local time, there were:

PRESENT:

David Seeley	Town Supervisor
Patrina Freeman	Town Board Member
John Perticone	Town Board Member
Kimie Romeo	Town Board Member
Peter Wehner	Town Board Member

Harter Secrest & Emery LLP	Attorney for the Town
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Town Board Member \_\_\_\_\_ offered the following resolution and moved for its adoption:

**WHEREAS**, it is necessary to procure special inspection services for the construction of the Irondequoit Community Center; and

**WHEREAS**, pursuant to the requirements of Chapter 51 of the Irondequoit Town Code, the Town requested written quotes from three (3) businesses offering these services; and

**WHEREAS**, CME Associates, Inc. has submitted the most reasonable and responsible quote for these services; and

**WHEREAS**, unit fees for services are attached in schedule "A"; and

**WHEREAS**, funds for this expense is available in account 379.7140.2011.

**NOW, THEREFORE BE IT RESOLVED**, that the Town Board approves the hiring of CME Associates, Inc. to provide special inspection services for the Irondequoit Community Center.

**AND, THEREFORE, BE IT FURTHER RESOLVED**, that the Town Board authorizes the Supervisor to execute any and all necessary documents to enter into an agreement with CME Associates, Inc. in such form as approved by the Attorney for the Town.

This resolution shall take effect immediately upon its adoption.

Seconded by Town Board Member \_\_\_\_ and duly put to vote, which resulted as follows:

Town Board Member	Wehner	voting	_____
Town Board Member	Perticone	voting	_____
Town Board Member	Romeo	voting	_____
Town Board Member	Freeman	voting	_____
Town Supervisor	Seeley	voting	_____

## Schedule "A"



**CME**  
Associates, Inc.

491 Elmgrove Road, Suite 600  
Rochester, New York 14606  
(585) 254-8740  
(585) 254-1351 (Fax)

[www.cmeassociates.com](http://www.cmeassociates.com)

June 10, 2020

**Town of Irondequoit (Client)**

1280 Titus Avenue

Rochester, New York 14617

Tel.: 585.467.8840

Cell: 585.781.0900

Email: [jradesi@christa.com](mailto:jradesi@christa.com)

Attn: Mr. John Radesi, Christa Construction

Re: Structural Materials Testing and Special Inspection Services

Irondequoit Community Center New Build

Irondequoit, New York

**CME Proposal/Agreement No.: 03.6129**

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Dear Mr. Radesi:

**CME Associates, Inc. (CME)**, a New York State Certified Woman Owned Business Enterprise (WBE), is pleased to provide the **Town of Irondequoit (Client)** with this Unit Fee and Estimated Cost Proposal for on-call-as-scheduled Structural Materials Testing and Special Inspection Services.

We understand the scope of work to include soil density and fresh concrete testing, reinforcing steel, structural steel inspection, and geotechnical observations, along with their laboratory testing services. We have included storm water pollution prevention planning (SWPPP) and firestop inspection pricing for your consideration.

**CME's** relationship with the **Town of Irondequoit** is expected to be in conformance with the attached "*Standard Terms & Conditions for Technical Services Agreement*". Please carefully review these terms to establish your understanding of the services, your responsibilities and the general conditions of our Agreement.

These services will be provided from **CME's** AASHTO<sup>1</sup> Accredited Rochester Facility under the responsible charge of Division Manager Peter A. Schedel, an International Code Council Master of Special Inspections, with Special Inspection supervision by Project Engineer Michael Shelby, P.E., a New York Licensed Professional Engineer as required by the State of New York.

Presented on the following page are the Unit Fees for the services anticipated.

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<sup>1</sup> **AASHTO** – American Association of State Highway & Transportation Officials (AASHTO) Materials Reference Laboratory, a Federal Agency having jurisdiction to assess Laboratory competency according to the Standards of the United States. **CME's** Rochester accreditation includes tests of Portland Cement Concrete, Concrete Aggregates, Masonry and Soil Materials. [www.aashtoresources.org](http://www.aashtoresources.org)



<u>Service Description</u>	<u>Unit Fee</u>
A * Materials Testing Technician.....	\$185.00/half day
(single-disciplined for fresh concrete or soil density testing) .....	285.00/day
* Technical Representative.....	220.00/half day
(multi-disciplined and for reinforcing steel, asphalt or masonry inspection).....	375.00/day
* Materials Specialist .....	320.00/half day
(single-disciplined for geotechnical observations, fire proofing, wood framing or structural steel inspection) .....	540.00/day
Storm Water Pollution Prevention Planning Reports (SWPPP) .....	180.00/report
Project Manager .....	65.00/hour
Professional Engineer.....	110.00/hour
Compressive Strength of Concrete Cylinders .....	10.00/test
Compressive Strength of Masonry Mortar.....	10.00/test
Compressive Strength of Masonry Grout.....	15.00/test
Sieve Analysis.....	65.00/test
Laboratory Compaction (Proctor).....	110.00/test
Nuclear Density Gauge .....	50.00/trip
Sample Pick-up .....	35.00/hour
Travel Mileage (to locations other than the project site) .....	0.58/mile
Administrative & Reporting Fee .....	5% of Invoice

Presented below is our Estimated Cost based on "For Reference Only", drawings by SWBR, dated 04-01-20 and past projects similar in scope. **Please note that this estimated cost should not be interpreted as a not-to-exceed value.** Materials testing and inspection services are highly dependent on factors that are beyond our control, including contractor's schedule, weather, the on-site project manager's definition of periodic inspection and general progress of the work. Ultimately, the cost for testing and inspection services will be based on the amount of services requested and rendered, multiplied by the unit fees shown above. Overtime and weekend work has not been allocated for this estimated cost.

<u>Estimated Quantity</u>	<u>Service Description and Unit Fee Schedule</u>	<u>Estimated Cost</u>
8 half days	Materials Testing Technician @ \$185.00/day for soil density testing for site prep, utilities, and foundation backfill.....	\$ 1,480.00
8 half days	Materials Testing Technician @ \$185.00/half day for fresh concrete testing for slab on grades and sidewalks.....	1,480.00
12 days	Technical Representative @ \$375.00/day for multi-tasking in soils, concrete, or reinforcing steel inspections throughout the project.....	4,500.00
12 half days	Technical Representative @ \$220.00/half day for multi-tasking in soils, concrete, or reinforcing steel inspections throughout the project.....	2,640.00
6 half days	Materials Specialist @ \$320.00/half day for geotechnical observations.....	1,920.00
8 half days	Materials Specialist @ \$320.00/half day for structural steel inspection .....	2,560.00
6 days	Material Specialist @ \$540.00/day for moment frame steel connections and additional structural steel.....	3,240.00
110 tests	Compressive Strength of 4"x8" Concrete Cylinders @ \$10.00/test .....	1,100.00
6 hours	Sample Pickups @ \$35.00/hour.....	210.00
2 test	Laboratory Compaction Test (Proctor) @ \$110.00/test .....	220.00
2 test	Sieve Analysis @ \$65.00/test.....	130.00
25 visits	Nuclear Density Gauge @ \$50.00/trip .....	1,250.00



<u>Estimated Quantity</u>	<u>Service Description and Unit Fee Schedule</u>	<u>Estimated Cost</u>
10 hours	Project Manager @ \$65.00/hour .....	650.00
4 hours	Professional Engineer @ \$110.00/hour for project close out.....	440.00
1 fee	Administrative & Reporting Fee @ 5% of Invoice.....	<u>1,091.00</u>

**TOTAL ESTIMATED COST: \$ 22,911.00**  
**CONTINGENCY at 15%: \$ 3,436.65**  
**RECOMMENDED BUDGET: \$ 26,347.65**

**Special Conditions**

All rates are F.O.B. **CME's** Rochester, New York Office. The above rates include electronic reporting (e-reporting) through **CME's** Online Reporting System. E-reporting to Client systems requires an initial, one-time set up fee of \$75.00. Each report uploaded to Client systems is subject to a \$3.00/ report charge. Hourly pricing is rounded up to the next whole hour for field services and if the services transcend the noon hour it will be considered a full day. A 1.5 premium multiplier applies to all work conducted outside normal daylight hours, over 8 hours per day and Saturdays. A 2.0 multiplier applies for all other premium time work. Please schedule for on-site testing services no later than 4:00 p.m. one business day before the service is needed. A 50% premium charge will be applied to on-site services rendered on a same-day basis.

Thank you for requesting a proposal from **CME**. If the **Town of Irondequoit** desires to engage **CME** for the services as described in the attached Terms and Conditions and this Proposal, please execute below and return to us. This Agreement shall mean the attached Terms and Conditions, this Proposal and any exhibits noted, each of which is incorporated herein. By execution thereof, **CME** and Client warrant that he/she has full authority to act for, in the name, and on behalf of, **CME** and Client.

Please feel free to contact us if you have any questions or if we may be of further assistance to you.

Respectfully submitted,  
**CME Associates, Inc.**

Peter A. Schedel, ICC-MSI  
 Division Manager

Jeanne M. Cook  
 Office Manager

**Town of Irondequoit (Client)**

\_\_\_\_\_  
 Client Signature Designates Agreement

\_\_\_\_\_  
 Date Signed (Agreement Date)

\_\_\_\_\_  
 Printed Name and Title

Attachment: *Standard Terms & Conditions for Technical Services Agreement (3 pages)*

/ps

# STANDARD TERMS AND CONDITIONS FOR TECHNICAL SERVICES AGREEMENT

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## 1.0 SERVICES

1.1 CME Associates, Inc. (hereinafter called "CME") will provide technical services to Client in accordance with these Terms and Conditions and the scope of services given in CME's Proposal. Services may include, but shall not be limited to, "testing"; meaning the measurement, examination, performance of tests, and any other activities to determine the characteristics or performance of materials as deemed necessary by CME in its sole discretion. Services may include, but shall not be limited to, "Inspection" or "Observation"; meaning the visual determination of conformance with specific, or on the basis of CME's judgment, general requirements.

1.2 CME will prepare and submit reports of services performed indicating, where applicable, compliance with the Project specifications or other Construction Contract Documents. Both parties shall consider reports to be confidential instruments of service and the property of CME. CME will distribute reports only to those persons specifically designated by the Client in writing. CME may provide reports in an electronic format; however, the paper original prepared by CME shall remain the final product of CME's services. CME will retain pertinent records relating to service reports for a period of three years following submission of the report.

## 2.0 CLIENT RESPONSIBILITIES

2.1 Prior to CME providing any Services hereunder, Client will provide CME with all applicable documents, including but not limited to, plans, specifications, addenda, change orders, approved shop drawings and other information for the satisfactory performance of services by CME, or as may be otherwise requested by CME. Client will authorize CME to have full and uninhibited access to the Project site, and to all shops or yards where materials are prepared or stored, herein called the Project area.

2.2 Client will designate the firm and/or person to act as the Client's Representative with respect to CME's services. Client's Representative shall have complete authority to schedule services, transmit instructions, receive information and data, interpret and define the Client's policies and decisions with respect to the Project; to take action to prevent irrevocable entry of those materials in noncompliance until the issue at question can be resolved; to bind Client with respect to decisions made in connection herewith; and to order, at the Client's expense, CME's services.

2.3 Client will advise CME sufficiently in advance of any operations so as to allow for assignment of personnel by CME for completion of the requested services. Client assumes sole responsibility for determining whether the quantity and nature of the services ordered by Client are adequate and sufficient for Client's purposes. CME shall have no liability, contingent or otherwise, as a result of such determination. Client agrees that the ordering of services from CME or the reliance on any of CME's services shall constitute acceptance of these Terms and Conditions, regardless of the terms of any subsequently issued document.

2.4 Client will direct the project contractor, either by the Construction Contract Documents or direct written order to; a) secure and deliver to CME, without cost to CME, preliminary representative samples of those materials contractor proposes to use which require testing, together with any relevant data of the materials; b) interrupt work at the appropriate times for CME to perform contracted services; c) furnish such casual labor and all facilities needed by CME to safely obtain and handle samples at the Project and to facilitate the specified inspection and tests; d) provide and maintain for the use of CME adequate space on the Project area for safe storage of equipment and proper curing of test specimens which must remain on the Project area prior to, during, and up to 60 days after fabricating or testing, or for such longer period of time as may be reasonably required by CME; and e) provide safe and sufficient access and work site for the employees, agents and subcontractors of CME and all CME equipment needed to perform the services on the Project Area.

## 3.0 GENERAL CONDITIONS

3.1 **STANDARD OF CARE**-CME will endeavor to conduct the services identified herein in a manner consistent with that level of care and skill ordinarily exercised by members of the commercial testing laboratory profession currently practicing in the same locality and under similar conditions as this project. No warranty, either express or implied, is made or intended by CME's proposal, contract, and written and oral reports, all of which warranties are hereby expressly disclaimed. CME shall not be responsible for the acts or omissions of Client, its contractors, agents and consultants. CME may rely upon information supplied by Client, its contractors, agents and consultants or information available from generally accepted reputable sources, without independent verification, and CME assumes no responsibility for the accuracy thereof.

3.1.1 In accepting CME's reports of observations and tests, and CME's opinions expressed thereon, performed pursuant to this agreement, the Client agrees that the extent of CME's obligation with respect thereto is limited to the furnishing of such data and opinions. The Client recognizes that actual conditions may vary from those encountered at the locations where sampling, testing or observations were made by CME and that the data, interpretations and opinions of CME are based solely on the information available to CME. CME will be responsible for its data, its interpretations and its opinions, but shall not be responsible for the interpretation or use by others of the information developed by CME. Client agrees to indemnify and hold CME harmless from and against all claims, losses and expenses arising from the interpretation or use by others of the data, interpretations and opinions provided by CME.

**Client: Town of Irondequoit**  
**CME Proposal/Agreement No.: 03-6129**



## STANDARD TERMS AND CONDITIONS FOR TECHNICAL SERVICES AGREEMENT

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**3.2 INSURANCE-**CME shall secure and maintain, throughout the full period of this Agreement; insurance required by statute to protect it from claims under applicable Workers' Compensation Acts and such other coverage as CME deems necessary to protect it from claims for bodily injury, death or property damage as may arise from the performance of services under this Agreement. CME will, upon request, file certification of such insurance coverage with Client, prior to the commencement of services hereunder. CME's proposal and fees are based on CME's insurance coverage, limits and endorsements in existence as of the date of the Proposal. Client agrees that the cost of any additional insurance coverage, limits and endorsements required by Client for the Project will be paid for by Client.

**3.3 LIMITATION OF LIABILITY-**CME and Client mutually agree that the services to be provided pursuant to this Agreement involve risks of economic liability which cannot be adequately compensated for by the payments Client will make under this Agreement. Client further acknowledges that CME is not an insurer and CME's fees for its services to be provided hereunder are based solely upon the value of services provided, as determined by CME in its sole discretion. Therefore, to the fullest extent permitted by law, the total cumulative liability of CME, its agents, employees and subcontractors to Client, its agents, employees, suppliers, subcontractors or any third-party claim by, through or under Client, whether in contract, tort, including but not limited to negligence, strict liability or common law, arising out of, connected with, or resulting from the services provided by CME pursuant to this Agreement shall not exceed the total fees paid by Client hereunder as of the date of such claim or Fifty Thousand and 00/100 Dollars (\$50,000), whichever is more. CME's consideration to Client for this limit of liability is specially reflected in CME's fees for services under this Agreement as such fees are less than CME would otherwise charge for similar services under an agreement without a limitation of liability. Notwithstanding the foregoing, at an additional cost defined in Exhibit "1" attached hereto, Client may, prior to CME's commencement of services under this Agreement, obtain protection for full liability arising out of any breach of contract or negligent acts or omissions by CME. For purposes of this Agreement, the phrase "full liability" shall mean either (i) an increase in the dollar amount set forth above to an amount in excess of Fifty Thousand and 00/100 Dollars, or (ii) a removal of the dollar amount(s) set forth above. The parties agree and acknowledge that the additional cost is compensation for CME increasing CME's limit of liability. The additional cost is not an insurance cost. Client is cautioned that if Client chooses not to increase CME's liability exposure hereunder, this is a limited liability Agreement limiting the liability of CME to the fullest extent permitted by law; therefore, Client is advised to carefully review Client's risks of liability related hereto and address such risks through Client's own insurance programs or through other means, as determined by Client. Client expressly consents to the limitation of liability set forth herein.

**3.4 INDEMNITY-**Client shall, to the fullest extent permitted by law, indemnify and hold CME, its officers, directors, shareholders, agents, employees, and representatives harmless from any and all liability costs, damages, attorney's fees and expenses from any claims or causes of action of whatever nature arising from Client's work in connection with the Project, including, without limitation, all claims relating to Client's contractors, subcontractors, suppliers, employees or other agents, or by reason of any claim or dispute by any person or entity for damages from any cause directly or indirectly relating to any action or failure to act by Client, its contractors, subcontractors, suppliers, employees or other agents.

**3.5 PAYMENT-**Client will pay CME for services and expenses in accordance with the attached Proposal. CME's invoice will be presented at the completion of its work and/or monthly, as agreed upon by the parties, and will be paid within thirty (30) days of receipt by Client or Client's Representative. If written inquiry is not received within ten (10) days of invoice Date, the invoice is deemed to be correct, and if payment in full is not received within the time period set forth above, a finance charge of one and one-half (1.5) percent per month will be applied to the outstanding balance. Client shall pay all expenses incurred by CME for liening or collecting any delinquent amount, including, without limitation, attorney and filing fees and expenses. Client agrees that CME's right to payment shall not be conditioned upon payment by a third party.

**3.6 CONSTRUCTION PHASE-**CME may, but shall be under no obligation to, provide continuous testing, observation or inspection of the progress and quality of the work of the Contractor on the Project. Client understands and agrees that CME shall not supervise, direct, or have control over Contractor's Work, nor shall CME have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by Contractor, for safety precautions and programs incident to the Work of Contractor, for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Construction Contract Documents. As used herein, "Contractor" is defined as: the contractor or contractors, including its/their subcontractors of every tier, retained to perform construction Work on the Project for which CME is providing services under this Agreement. As used herein, "Work" is defined as: the labor, materials, equipment and services of the Contractor provided pursuant to the Construction Contract Documents.

**3.6.1** CME is not authorized to supervise, alter, relax, enlarge or release any requirement of the Project plans and specifications or other Construction Contract Documents, nor to approve nor accept any portion of the Work, unless specifically authorized in writing by Client. CME shall not have the right of rejection or the right to stop the Work.

**3.6.2** CME, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to the Project which, by custom or contract, are vested in the Owner,

**Client: Town of Irondequoit  
CME Proposal/Agreement No.: 03-6129**



## STANDARD TERMS AND CONDITIONS FOR TECHNICAL SERVICES AGREEMENT

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Construction Manager, Contractor, Registered Design Professionals, Code Enforcement Officials and State or Federal Officials.

**3.7 HAZARDOUS ENVIRONMENTAL CONDITIONS**-Client shall advise CME of any hazardous environmental conditions and wastes at or near the site at which CME is to perform services. If CME discovers hazardous environmental conditions or wastes after CME commences services, or if CME discovers the nature or extent of hazardous environmental conditions or wastes differs materially from what Client advised CME, both Parties agree that CME's scope of services, schedule and compensation fee shall be adjusted as needed to complete the work without injury or damage, and that all notifications required by law shall be made.

**3.8 SAFETY**-With respect to project site safety, CME shall be responsible solely for the on-site activities of its employees; and this responsibility shall not be construed by any party to relieve the project site's Owner or Client or Contractor from its obligation to provide and maintain a safe project site.

**3.9 SAMPLES**-Samples collected or tested by CME remain the property of the Client while in the custody of CME. CME will dispose of all samples immediately after test in a manner deemed appropriate by CME. CME will return hazardous, acutely toxic, or radioactive samples and sample containers and residues to Client. Client agrees to accept such samples and sample containers.

**3.10 ACCEPTANCE WITHOUT SIGNATURE**-For purposes of convenience, Client may choose to accept this Agreement orally and to orally authorize CME to initiate services, provided such acceptance is confirmed in writing by CME. In that event, Client specifically agrees that as a material element of the consideration CME requires to execute the services indicated herein, oral acceptance or authorization to initiate services shall be considered by both parties to constitute formal acceptance of all Terms and Conditions of this Agreement. Unilateral modification of this Agreement subsequent to CME's initiation of services is expressly prohibited. Furthermore, all preprinted terms and conditions on Client's purchase order, executed purchase order acknowledgment form, task or work order are not applicable to this Agreement and CME's involvement in the Project.

**3.11 LAW TO APPLY**-The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding any conflicts of law principles thereof.

**3.12 SEVERABILITY, NO WAIVER AND SURVIVAL**-In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, the remaining terms will be in full effect, and this Agreement will be construed as if the invalid or unenforceable matters were never included. No waiver of any default will be a waiver of any future default. Limitations of liability, indemnities and hold harmless provisions shall survive termination of this Agreement for any cause.

**3.13 MUTUAL DISCLAIMER OF CONSEQUENTIAL DAMAGES**-In no event shall CME or Client be liable to the other for any special, indirect, incidental, punitive, or consequential loss or damages, including delays, lost profits and loss of use.

**3.14 TERMINATION**-Client may terminate this Agreement with seven days' prior written notice to CME for convenience or cause. CME may terminate this Agreement for cause with seven days' prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until CME has been paid in full all amounts due for services, expenses, and other related charges. Client shall reimburse CME for any costs incurred as a result of such suspension of services hereunder.

**3.15 DISPUTE RESOLUTION**-Client and CME agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement to mediation in Onondaga County, New York, in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective in such jurisdiction as of the date of this Agreement.

**3.16 FORCE MAJEURE**-Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

**3.17 CAPTIONS AND HEADINGS**-The captions and headings throughout these terms are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision or scope or intent of this Agreement.

**3.18 ENTIRE AGREEMENT**-This Agreement shall mean this document as well as CME's Proposal and exhibits, each of which is incorporated herein. This Agreement represents the entire understanding and agreement between the parties hereto relating to the services and supersedes any and all prior negotiations discussions and agreements whether written or oral between the parties regarding same.

**Client: Town of Irondequoit**  
**CME Proposal/Agreement No.: 03-6129**





# TOWN OF IRONDEQUOIT

"Where the land and waters meet." Est. 1839

## Quotation Log

<b>Department:</b>	Public Works - ICC - Structural Materials Testing and Special Inspection Services
<b>Date:</b>	June 17, 2020

The following is a summary of quotations obtained for the listed items not subject to competitive bidding (per GML 103) and in accordance with GML 104-B. Bid award is circled.

	Vendor	Item Description	Date Required:		
			Quantity	Unit Price	Total
1.	CME Associates, Inc 491 Elmgrove Rd, Suite 600 Rochester, NY 14606	Materials Testing Technician	1 Day	\$285.00	\$285.00
		Technical Representative	1 Day	\$375.00	\$375.00
		Materials Specialist	1 Day	\$540.00	\$540.00
<b>Phone Number:</b> 585-254-8740					

	Vendor	Item Description	Quantity	Unit Price	Total
2.	Atlantic Testing Laboratories 3495 Winton Place Bldg. B - Suite 4A Rochester, NY 14623	Materials Testing Technician	1 Day	\$440.00	\$440.00
		Technical Representative	1 Day	\$360.00	\$360.00
		Materials Specialist	1 Day	\$625.00	\$625.00
<b>Phone Number:</b> 585-427-9020					

	Vendor	Item Description	Quantity	Unit Price	Total
3.	SJB Services 535 Summit Point Dr Henrietta, NY 14467	Structural Materials Testing and Special Inspection Services		No Quote <i>NO Response</i>	
<b>Phone Number:</b> 585-359-2730					
			<b>Total:</b>		

<b>Obtained By:</b> Lori Jacobs	<b>Approved By:</b> 
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**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD  
ADOPTING A RESOLUTION AUTHORIZING THE APPROPRIATION OF FUNDS TO  
PAY THE COST OF PREPARING A GENERAL MAP, PLAN, AND REPORT FOR THE  
EXTENSION OF THE CONSOLIDATED SEWER DISTRICT TO HOMES ALONG  
BAY SHORE BOULEVARD**

At a workshop meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 14th Day of July, 2020 at 4:00 P.M. local time there were:

PRESENT:

David Seeley	Town Supervisor
Patrina Freeman	Town Board Member
John Perticone	Town Board Member
Kimie Romeo	Town Board Member
Peter Wehner	Town Board Member

Harter Secrest & Emery LLP                      Attorney to the Town

Town Board Member \_\_\_\_\_ offered the following resolution and moved its adoption:

**WHEREAS**, due to the severely increased high-water level of Lake Ontario in recent years, New York State has formed the Lake Ontario Resiliency and Economic Development Initiative to increase the resiliency of municipalities to flooding and other high-water events; and

**WHEREAS**, approximately 30 single-family homes located on Bay Shore Boulevard on the western shore of Irondequoit Bay (the “Bay Shore Homes”) currently depend on septic systems which are known to fail or become submerged during times of high lake levels; and

**WHEREAS**, the Town wishes to improve the resiliency of these homes by extending sewer service to them (the “Project”), which will require an extension of the Consolidated Sewer District to encompass these homes (the “District Extension”); and

**WHEREAS**, the Town has retained Labella Associates to provide architectural, engineering, and environmental services with respect to its resiliency efforts, and Labella Associates is willing to prepare a general map, plan and report for the District Extension; and

**WHEREAS**, by Resolution 2020-148, adopted on May 19, 2020, the Town Board, as Lead Agency for the Project for purposes of the State Environmental Quality Review Act (“SEQRA”) determined that the Project is an Unlisted Action under SEQRA and adopted a Negative Declaration for the Project, determining that the Project will not result in an significant adverse environmental impacts; and

**WHEREAS**, the Town Board hereby determines that the actions authorized herein, namely the preparation and filing of maps, plans and reports which will then be available for public review and for purposes of public hearing and Town Board action constitute a Type II action pursuant to the New York State Environmental Quality Review Act (“SEQRA”), 6 N.Y.C.R.R. § 617.5 (23), (24), and (27), and therefore further SEQRA environmental review is not required.

**NOW, THEREFORE, BE IT RESOLVED**, that the Supervisor or his designee is hereby authorized to contract with Labella Associates to prepare, under the supervision of the Commissioner of Public Works, a general map, plan, and report regarding the District Extension, for a specific amount not to exceed \$7,000.00 and complying in all respects with Town Law Section 209-c, and to execute all documents or agreements necessary for this purpose.

**AND, THEREFORE, BE IT FURTHER RESOLVED**, that the expense incurred by the Town for the preparation of a general map, plans and report for the District Extension shall be deemed to be a part of the total cost of such improvement, or the rendering of services, and the Town shall be reimbursed in the amount paid therefore, or such of that amount which the Town Board, at the public hearing to be held pursuant to Article 12-A of the Town Law, shall allocate against the benefitted area.

**AND, THEREFORE, BE IT FURTHER RESOLVED**, that this resolution is subject to a permissive referendum as provided by Section 209-b of the Town Law.

This resolution shall take effect thirty days after adoption, subject to and as required by Town Law Section 91.

Seconded by Town Board Member \_\_\_\_\_ and duly put to vote, which resulted as follows:

Town Board Member	Wehner	voting_____
Town Board Member	Perticone	voting_____
Town Board Member	Freeman	voting_____
Town Board Member	Romeo	voting_____
Town Supervisor	Seeley	voting_____

**EXTRACT OF MINUTES OF A WORKSHOP MEETING OF THE TOWN BOARD  
ADOPTING A RESOLUTION APPROVING THE TEMPORARY APPOINTMENT OF A  
PART TIME LIGHT LABORER IN THE BUILDING MAINTENANCE DEPARTMENT**

At the workshop meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 14th day of July 2020 at 4:00 P.M. local time: there were

**PRESENT:**

David Seeley	Town Supervisor
Patrina Freeman	Town Board Member
John Perticone	Town Board Member
Kimie Romeo	Town Board Member
Peter Wehner	Town Board Member

Harter Secrest & Emery LLP	Attorney for the Town
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Town Board Member \_\_\_\_\_ offered the following resolution and moved its adoption:

**WHEREAS**, due to a vacancy, there is an opening for a part time Light Laborer in the Building Maintenance Department; and

**WHEREAS**, the head of the Building Maintenance Department has interviewed several qualified candidates and recommends rehiring Cross Bauer; and

**NOW, THEREFORE BE IT RESOLVED**, that the Town Board authorizes the rehiring of Cross Bauer as a part time Light Laborer at an hourly rate of \$12.50 to be paid from budget code 001.7110.0110.1100.7158

This resolution shall take effect retroactively on June 4, 2020.

Seconded by the Town Board Member \_\_\_\_\_ and duly put to vote, which resulted as follows:

Town Board Member	Wehner	voting	_____
Town Board Member	Perticone	voting	_____
Town Board Member	Romeo	voting	_____
Town Board Member	Freeman	voting	_____
Town Supervisor	Seeley	voting	_____

**EXTRACT OF MINUTES OF A WORKSHOP MEETING OF THE TOWN BOARD  
ADOPTING A RESOLUTION APPROVING THE TEMPORARY APPOINTMENT OF A  
PART TIME LIGHT LABORER IN THE BUILDING MAINTENANCE DEPARTMENT**

At the workshop meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 14th day of July 2020 at 4:00 P.M. local time: there were

**PRESENT:**

David Seeley	Town Supervisor
Patrina Freeman	Town Board Member
John Perticone	Town Board Member
Kimie Romeo	Town Board Member
Peter Wehner	Town Board Member

Harter Secrest & Emery LLP	Attorney for the Town
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Town Board Member \_\_\_\_\_ offered the following resolution and moved its adoption:

**WHEREAS**, due to a vacancy, there is an opening for a part time Light Laborer in the Building Maintenance Department; and

**WHEREAS**, the head of the Building Maintenance Department has interviewed several qualified candidates and recommends rehiring Joseph L. Capuano; and

**NOW, THEREFORE BE IT RESOLVED**, that the Town Board authorizes the rehiring of Joseph L. Capuano as a part time Light Laborer at an hourly rate of \$12.50 to be paid from budget code 001.7110.0110.1100.7158

This resolution shall take effect retroactively on July 2, 2020.

Seconded by the Town Board Member \_\_\_\_\_ and duly put to vote, which resulted as follows:

Town Board Member	Wehner	voting	_____
Town Board Member	Perticone	voting	_____
Town Board Member	Romeo	voting	_____
Town Board Member	Freeman	voting	_____
Town Supervisor	Seeley	voting	_____

**EXTRACT OF MINUTES OF A WORKSHOP MEETING OF THE TOWN BOARD  
ADOPTING A RESOLUTION APPROVING THE TEMPORARY APPOINTMENT OF A  
PART TIME LIGHT LABORER IN THE BUILDING MAINTENANCE DEPARTMENT**

At the workshop meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 14th day of July 2020 at 4:00 P.M. local time: there were

**PRESENT:**

David Seeley	Town Supervisor
Patrina Freeman	Town Board Member
John Perticone	Town Board Member
Kimie Romeo	Town Board Member
Peter Wehner	Town Board Member

Harter Secrest & Emery LLP	Attorney for the Town
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Town Board Member \_\_\_\_\_ offered the following resolution and moved its adoption:

**WHEREAS**, due to a vacancy, there is an opening for a part time Light Laborer in the Building Maintenance Department; and

**WHEREAS**, the head of the Building Maintenance Department has interviewed several qualified candidates and recommends hiring Justin P. Bouvy; and

**NOW, THEREFORE BE IT RESOLVED**, that the Town Board authorizes the hiring of Justin P. Bouvy a part time Light Laborer at an hourly rate of \$12.50 to be paid from budget code 001.1620.0102.1100.

This resolution shall take effect retroactively on July 1, 2020.

Seconded by the Town Board Member \_\_\_\_\_ and duly put to vote, which resulted as follows:

Town Board Member	Wehner	voting	_____
Town Board Member	Perticone	voting	_____
Town Board Member	Romeo	voting	_____
Town Board Member	Freeman	voting	_____
Town Supervisor	Seeley	voting	_____

**EXTRACT OF MINUTES OF A WORKSHOP MEETING OF THE TOWN BOARD  
ADOPTING A RESOLUTION APPROVING THE PERMANENT APPOINTMENT OF A  
PART TIME LIGHT LABORER IN THE BUILDING MAINTENANCE DEPARTMENT**

At the workshop meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 14th day of July 2020 at 4:00 P.M. local time: there were

**PRESENT:**

David Seeley	Town Supervisor
Patrina Freeman	Town Board Member
John Perticone	Town Board Member
Kimie Romeo	Town Board Member
Peter Wehner	Town Board Member

Harter Secrest & Emery LLP	Attorney for the Town
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Town Board Member \_\_\_\_\_ offered the following resolution and moved its adoption:

**WHEREAS**, due to a vacancy, there is an opening for a part time Light Laborer in the Building Maintenance Department; and

**WHEREAS**, the head of the Building Maintenance Department has interviewed several qualified candidates and recommends hiring Joseph N. Stio; and

**NOW, THEREFORE BE IT RESOLVED**, that the Town Board authorizes the hiring of Joseph N. Stio a part time Light Laborer at an hourly rate of \$12.50 to be paid from budget code 001.1640.0110.1100.

This resolution shall take effect retroactively on June 30, 2020.

Seconded by the Town Board Member \_\_\_\_\_ and duly put to vote, which resulted as follows:

Town Board Member	Wehner	voting	_____
Town Board Member	Perticone	voting	_____
Town Board Member	Romeo	voting	_____
Town Board Member	Freeman	voting	_____
Town Supervisor	Seeley	voting	_____