

VILLAGE BOARD MEETING
October 5, 2016
Agenda

CALL TO ORDER

PLEDGE OF ALLEGIANCE

Approval of Minutes

Village Board Meeting: September 7, 2016
Village Workshop Meeting: September 21, 2016

Privilege of the Floor

Administrative Committee – Mayor Penders

PROCLAMATION
SCHOOL BOARD RECOGNITION WEEK

WHEREAS, Governor Andrew M. Cuomo has declared the week of October 24– October 28, 2016 to be School Board Recognition Week; and

WHEREAS, the Village of Spencerport Board of Trustees would also like to pay tribute to the Spencerport Central School Board members who set the direction and policy for their school and do their dedication to the children in this area; and

WHEREAS, the Village of Spencerport Board of Trustees ask that citizens in the area join them in demonstrating their gratitude to these dedicated individuals.

NOW, THEREFORE BE IT RESOLVED that the Village of Spencerport Board of Trustees does hereby recognizes the week of October 24 – October 28, 2016 to be School Board Recognition Week and does recognize the dedication of school board members in the Spencerport Central School District to the children in this area.

Vote of the Board: Carol J. Nellis-Ewell, Trustee
Charles R. Hopson, Trustee
Ray Kuntz, Trustee
David Wohlers, Trustee
Gary Penders, Mayor

Resolution 10/2016

Introduced by:
Seconded by:

Be it resolved that the Village of Spencerport Board of Trustees hereby approves the assembly permit from the Christmas on the Canal Committee to hold their annual holiday event Sunday December 4, 2016

Resolution 10/2016

Introduced by:

Seconded by:

Be it resolved that the Village of Spencerport Board of Trustees hereby approves the attendance of the SME Superintendent and two (2) linemen at the MEUA Engineering Workshop; Wednesday and Thursday November 9 & 10, 2016 at the Embassy Suites Hotel, East Syracuse, NY. Cost not to exceed \$210.00 per person.

Vote of the Board: Carol J. Nellis-Ewell, Trustee
Charles R. Hopson, Trustee
Ray Kuntz, Trustee
David Wohlers, Trustee
Gary Penders, Mayor

B. Other (Drainage, Franchise)

Public Works Committee – Trustee Kuntz, Chair

A. Highways/Garage

Resolution 10/2016

Introduced by:

Seconded by:

Be it resolved that the Village of Spencerport Board of Trustees hereby approves the proposal for professional services from MRB Group for GIS Mapping and Highway Inventory Update in the amount not to exceed \$3440.00.

Vote of the Board: Carol J. Nellis-Ewell, Trustee
Charles R. Hopson, Trustee
Ray Kuntz, Trustee
David Wohlers, Trustee
Gary Penders, Mayor

B. Public Services (Refuse, Recycling, Parks)

Public Safety Committee – Trustee Penders, Chair

A. Fire Department

B. Police

C. Ambulance

Human Resources Committee – Mayor Penders, Chair

Resolution 10/2016

Introduced by:

Seconded by:

Be it resolved that the Village of Spencerport Board of Trustee hereby approves contracting with Karen Kimbler for treasurer duties and 2017/2018 budget preparation during the maternity leave for Treasurer Danielle Kruger in the amount of \$35.00 per hour. Duration of the contract will be December 2016 through March 2017 with attendance at the April 5, 2017 Village Board Meeting. Cost to be approximately \$6,300.00.

Vote of the Board: Carol J. Nellis-Ewell, Trustee
Charles R. Hopson, Trustee
Ray Kuntz, Trustee
David Wohlers, Trustee
Gary Penders, Mayor

Economic Development Committee – Trustee Wohlers, Chair

Green Initiatives – Trustee Nellis-Ewell, Chair

Village Clerk – Jacqueline Sullivan

Superintendent of Public Works – Thomas M. West

Superintendent of Electric – Owen McIntee

Attorney – Eric Stowe

Unfinished Business

New Business

Current Events – Trustee Nellis-Ewell

Bills

Post Audit

October 2016

September 27, 2016

Mayor Gary Penders and Village Board of Trustees
Village of Spenceport
27 West Avenue
Spencerport, NY 14559

**RE: PROPOSAL FOR PROFESSIONAL SERVICES
VILLAGE OF SPENCERPORT, GIS MAPPING AND HIGHWAY INVENTORY UPDATE
MRB GROUP PROJECT No. 1980.16002.000**

Dear Mayor Penders,

We appreciate the opportunity to offer our proposal to provide professional services necessary for an update to Village mapping and the 2016 Local Highway Inventory Listing.

I. Project Overview

The Village has expressed a desire to update the current mapping that depicts the sanitary sewer system, the storm sewer system, and the Village sidewalk system. This mapping update would include the following additions which have been completed over the past few years:

- Storm Sewer additions and changes at Hidden Trail, Canal Street, and Prospect Street.
- Sanitary Sewer additions at Canal Landing and Hidden Trail.
- Update to sanitary sewer condition map to depict sewers that have been relined over the past few years.
- Update to the Village sidewalk system map to depict the newly installed sidewalk on Amity Street.

In addition to mapping updates, the Village has expressed a desire to update the 2016 Local Highway Inventory Listing. This listing is provided to the Village by New York State Department of Transportation and is utilized to determine funding under the CHIPS program. This update would add Glen Carin Court and Northrup Drive to the current inventory.



II. Scope of Services and Compensation

Based on our discussions with the DPW, the following scope of services has been developed for the project.

A. Mapping Update

1. Add storm sewers which were completed for Hidden Trail, Canal Street, and Prospect Avenue to the current storm sewer system map.
2. Add sanitary sewers which were recently completed for the Canal Landing Subdivision and Hidden Trail to the current storm sewer system map.
3. Add sewers which have recently been relined to the current sanitary sewer condition map.
4. Add sidewalk that was installed on Amity Street to the current Village sidewalk system map.
5. Provide the Village DPW with four (4) copies of the overall 34" x 44" storm sewer system map and three (3) copies of the storm sewer map book.
6. Provide the Village DPW with four (4) copies of the overall sanitary sewer system map and four (4) copies of the sanitary sewer map book.
7. Provide the Village DPW with two (2) copies of the color sanitary sewer system condition map.
8. Provide the Village DPW with three (3) color copies of the 11" x 17" sidewalk system map.

Subtotal of A, Items 1-8.....\$2,200.00

B. Update to the 2016 Local Highway Inventory Listing

1. Identify the lane miles for Glen Carin Court and Northrup Creek Drive.
2. Complete the NYSDOT Local Highway Inventory, New and Extended Road form.



3. Coordinate with the Village to obtain resolutions for Glen Carin Court and Northrup Creek Drive. The resolutions will state Village acceptance of responsibility for these roads.
4. Complete mapping that depicts Glen Carin Court and Northrup Creek Drive. Mapping will include the lengths and locations of the roads.
5. Mail the completed package to NYSDOT Data Services Unit and provide the Village with a copy of the submitted package.

Subtotal of B, Items 1-5\$1,240.00

The cost figures shown above represent our lump sum amount. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group shall submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period.

III. Commencement of Work

Upon receipt of the signed proposal, MRB Group will begin work on the project in October 2016. It is anticipated that mapping and the Local Highway Inventory Listing update will be completed by December 1, 2016.

IV. Standard Terms and Conditions

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



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

Sincerely,

David R. Willard, P.E.
Project Manager

David M. Doyle, P.E.
Vice President

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Enclosure

PROPOSAL ACCEPTED FOR THE _____ BY:		
_____	_____	_____
<i>Signature</i>	<i>Title</i>	<i>Date</i>



**MRB GROUP, ENGINEERING, ARCHITECTURE, SURVEYING, P.C.
AGREEMENT FOR PROFESSIONAL SERVICES
STANDARD TERMS AND CONDITIONS**

A. TERMINATION

This Agreement may be terminated by either party with seven days written notice in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. If this Agreement is so terminated, the Professional Services Organization (hereinafter referred to as P.S.O.) shall be paid for services performed on the basis of his reasonable estimate for the portion of work completed prior to termination. In the event of any termination, the P.S.O. shall be paid all terminal expenses resulting therefrom, plus payment for additional services then due. Any primary payment made shall be credited toward any terminal payment due the P.S.O. If, prior to termination of this Agreement, any work designed or specified by the P.S.O. during any phase of the work is abandoned, after written notice from the client, the P.S.O. shall be paid for services performed on account of it prior to receipt of such notice from the client.

B. OWNERSHIP OF DOCUMENTS

All reports, drawings, specifications, computer files, field data and other documents prepared by the P.S.O. are instruments of service and shall remain the property of the P.S.O. The client shall not reuse or make any modification to the instruments of service without the written permission of the P.S.O. The client agrees to defend, indemnify and hold harmless the P.S.O. from all claims, damages, liabilities and costs, including attorneys' fees, arising from reuse or modification of the instruments of service by the client or any person or entity that acquires or obtains the instruments of service from or through the client.

C. ESTIMATES

Since the P.S.O. has no control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the P.S.O. does not guarantee the accuracy of such estimates as compared to the Contractor's bid or the project construction cost.

D. INSURANCE

The P.S.O. agrees to procure and maintain insurance at the P.S.O.'s expense, such insurance as will protect him and the client from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the negligent performance by the P.S.O. or his representative.

E. INDEPENDENT CONTRACTOR

The P.S.O. agrees that in accordance with its status as an independent contractor, it will conduct itself with such status, that it will neither hold itself out as nor claim to be an officer or employee of the client, by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the client, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits or Social Security coverage.



F. SUCCESSORS AND ASSIGNS

The client and the P.S.O. each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the client nor the P.S.O. shall assign, submit or transfer his interest in this Agreement without the written consent of the other.

G. P.S.O. NOT RESPONSIBLE FOR SAFETY PROVISIONS

The P.S.O. is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The P.S.O. is not responsible for the Contractor's failure to execute the work in accordance with the Contract Drawings and/or Specifications.

H. INVOICES AND PAYMENT

Client will pay MRB Group, Engineering, Architecture, Surveying, P.C. for services in respect of the period during which Services are performed in accordance with the fee structure and work estimate set forth in the proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the proposal or contract. All invoices are due upon receipt. Any invoice remaining unpaid after 30 days will bear interest from such date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If client fails to pay any invoice when due, MRB may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of Services upon ten (10) days prior written notice by MRB to client. Notwithstanding any termination of Services by MRB for non-payment of Invoices, Client shall pay MRB in full for all Services rendered by MRB to the date of termination of Services plus all interest and termination costs and expenses incurred by MRB that are related to such termination. Client shall be liable to reimburse MRB for all costs and expenses of collection, including reasonable attorney's fees.

I. FEES REQUIRED FROM JURISDICTIONAL AGENCIES

MRB Group, P.C. is not responsible for nor does the Compensation Schedule established in the Agreement include fees or payments required of jurisdictional agencies. The client herein agrees to pay all application, entrance, recording and/or service fees required by said agencies.

J. P.S.O. NOT AN EMPLOYEE

The P.S.O. agrees not to hold himself out as an officer, employee or agent of the Owner, nor shall he make any claim against the Owner as an officer, employee or agent thereof for such benefits accruing to said officers, employees or agents.

K. INDEMNITY

The Owner will require any Contractor and Subcontractors performing the work to hold it harmless and indemnify and defend the Owner and P.S.O., their officers, employees and agents from all claims resulting from the Contractor's negligence in the performance of the work.