



**MINUTES OF MEETING**  
**Highway Committee**  
**June 27, 2022**  
**7:00 PM**

## **I. COMMUNICATIONS**

Minutes of a meeting of the Highway Committee of the Chemung County Legislature held in the Hazlett Building, 5<sup>th</sup> Floor, 203 Lake Street, Elmira, New York on Monday, May 23, 2022.

Members present: Rodney Strange (Chairman), John Pastrick, Joseph Brennan, John Burin, Robert Briggs

Officials present: L. Thomas Sweet, Mark Margeson, Brian Hyland, Peggy Woodard, Martin Chalk, William McCarthy, Scott Drake, Michael Smith, Bryan Maggs, , Ali Rennie, Michele Podolec, Kevin Meindl, Weeden Wetmore, John Brennan, Jennifer LaBeau, Pete Buzzetti, Andy Avery, Joy Bermingham

The meeting was called to order by the Chairman of the committee, Rodney Strange.

## **II. RESOLUTIONS, MOTIONS, AND NOTICES**

1. Resolution awarding bid to Mansfield Crane Service Company on behalf of the Chemung County Department of Public Works (RFB-2417 Heavy Crane & Equipment Services)

Motion made by John Burin, seconded by John Pastrick, and Passed with a vote of 6-0, awarding bid to Mansfield Crane Service Company on behalf of the Chemung County Department of Public Works (RFB-2417 Heavy Crane & Equipment Services).

2. Resolution authorizing Purchase Agreement with Tracey Road Equipment on behalf of the Chemung County Department of Public Works (10-Wheel Truck with manual transmission)

Motion made by John Burin, seconded by John Pastrick, and Passed with a vote of 6-0, authorizing Purchase Agreement with Tracey Road Equipment on behalf of the Chemung County Department of Public Works (10-Wheel Truck with manual transmission).

3. Resolution rejecting all bids received for RFB-2420 and authorizing the re-advertisement for bids on behalf of the Chemung County Department of Public Works (PSAP Project)

Motion made by John Burin, seconded by John Pastrick, and Passed with a vote of 6-0, rejecting all bids received for RFB-2420 and authorizing the re-advertisement for bids on behalf of the Chemung County Department of Public Works (PSAP Project).

4. Resolution authorizing agreement with CME Associates, Inc. on behalf of the Chemung County Department of Public Works (Testing Services - Vargo Road Bridge Project)

Motion made by John Burin, seconded by John Pastrick, and Passed with a vote of 6-

0, authorizing agreement with CME Associates, Inc. on behalf of the Chemung County Department of Public Works (Testing Services - Vargo Road Bridge Project).

5. Resolution approving Change Order to an agreement with Ramsey Contractors, Inc. on behalf of the Chemung County Department of Public Works (RFB-2262 - Horseheads Connector Road Project)

Motion made by John Burin, seconded by John Pastrick, and Passed with a vote of 6-0, approving Change Order to an agreement with Ramsey Contractors, Inc. on behalf of the Chemung County Department of Public Works (RFB-2262 - Horseheads Connector Road Project).

6. Resolution authorizing agreement with Barton & Loguidice, DPC on behalf of the Chemung County Department of Public Works (PIN 6755.52 CR51 over Latta Brook - Design of Replacement Bridge)

Motion made by John Burin, seconded by John Pastrick, and Passed with a vote of 6-0, authorizing agreement with Barton & Loguidice, DPC on behalf of the Chemung County Department of Public Works (PIN 6755.52 CR51 over Latta Brook - Design of Replacement Bridge).

7. Resolution awarding bid to Chemung Supply Corp. on behalf of the Chemung County Department of Public Works (RFB-2432 Galvanized Railings)

Motion made by John Burin, seconded by John Pastrick, and Passed with a vote of 6-0, awarding bid to Chemung Supply Corp. on behalf of the Chemung County Department of Public Works (RFB-2432 Galvanized Railings).

8. Resolution authorizing agreements with Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC, Labella Associates, and Fagan Engineers & Land Surveyors, PC on behalf of the Chemung County Department of Public Works (RFQ-2382)

Motion made by John Burin, seconded by John Pastrick, and Passed with a vote of 6-0, authorizing agreements with Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC, Labella Associates, and Fagan Engineers & Land Surveyors, PC on behalf of the Chemung County Department of Public Works (RFQ-2382).

### **III. OLD BUSINESS**

### **IV. NEW BUSINESS**

### **V. ADJOURNMENT**

This meeting was adjourned on the motion made by Mr. Pastrick, seconded by Mr. Brennan. Motion Carried.



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution awarding bid to Mansfield Crane Service Company on behalf of the Chemung County Department of Public Works (RFB-2417 Heavy Crane & Equipment Services)

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Request authorization to approve RFB-2417 Heavy Crane and Equipment Bid for the Dept. of Public Works. This agenda item seeks approval by the Executive Office and Legislature for an agreement with Mansfield Crane Service Co. to provide a crane and trucking for the deck panels to be set on the Vargo Rd. Bridge project. Please see attached bid tab for more information.

This bridge is being constructed by the DPW bridge crew in 2022, utilizing precast bridge deck panels from the Tappan Zee Bridge.

Vendor/Provider Mansfield Crane Service Co.

Term 1 year Total Amount \$22,720 Prior Amount -0-

Local Share 100% State Share Will apply for Federal Share -0-  
\$22,720  
CHIPS  
Reimbursement

Project Budgeted? Yes Funds are in  
Account #

### **CREATION:**

Date/Time:	Department:
5/12/2022 11:41:32 AM	County Executive

### **APPROVALS:**

Date/Time:	Approval:	Department:	
5/12/2022 11:43 AM	Approved	County Executive	
5/16/2022 8:29 AM	Approved	Budget and Research	
5/24/2022 10:50 AM	Approved	Legislature Chairman	

### **ATTACHMENTS:**

Name:	Description:	Type:
<a href="#">Copy of RFB-2417 Heavy Crane Equip Services Bid Tab.xls</a>	RFB-2417 Heavy Crane Bid Tab	Cover Memo





**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**  
**RFB-2417 Heavy Crane and Equipment Services**  
**for Public Works**

Opened: April 28, 2022

Sole Bidder		Mansfield Crane Service Company *	
Surety		Ck \$500.00	
Equipment service Rate with Operator(s) Equipment Description (Crane, Trucks, Trailers, etc)	Rate per Day	Days Required	Extended Bid Price
A. Crane #1 (Capacity determined by Contractor.)	8,360	2	16,720
B.(Optional) Crane #2 (Capacity determined by Contractor.)	NB		NB
C. Truck #1 (Tractor Capacity determined by Contractor)	1,500	2	3,000
D. Truck #2 (Tractor, Capacity determined by contractor.)	1,500	2	3,000
E. (Optional) Truck #3 (Capacity determined by contractor)	NB		NB
F. Trailer #1 (Capacity determined by contractor)	incl		incl
G. Trailer #2 (Capacity determined by contractor)	incl		incl
H. Trailer #3 (Optional) (Capacity determined by Contractor)	NB		incl
Additional Equipment (list Required Equipment Below)			
I.			
J.			
K.			
L.			
Total Bid Amount		2	22,720

\* missing Notary Signature on Sexual Harrasment Form



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution authorizing Purchase Agreement with Tracey Road Equipment on behalf of the Chemung County Department of Public Works (10-Wheel Truck with manual transmission)

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

This agenda Item seeks approval to purchase a 10-Wheel Truck with manual transmission to Replace DPW Unit 48. This truck is used year round for plowing and hauling.

The truck is budgeted in the approved 2022 DPW Capital Budget and will be funded 100% from County bonded funds.

See attached quote which piggybacks from Onondaga County's Contract #8996. This will be a 2023 model year truck.

Please contact me with any questions.

Regards,  
Andy Avery

Vendor/Provider	Tracey Road Equipment				
Term	1 Year	Total Amount	\$266,229.88	Prior Amount	0
Local Share	100% - \$266,229.88	State Share	0	Federal Share	0
Project Budgeted?	Yes	Funds are in Account #			

### **CREATION:**

Date/Time:	Department:
5/6/2022 9:48:06 AM	County Executive

### **APPROVALS:**

Date/Time:	Approval:	Department:	
5/6/2022 9:58 AM	Approved	County Executive	
5/16/2022 8:37 AM	Approved	Budget and Research	
6/2/2022 4:08 PM	Approved	Legislature Chairman	

**ATTACHMENTS:**

Name:	Description:	Type:
<a href="#">Tracey Road Equipment quote.pdf</a>	Tracey Road Equipment quote	Cover Memo

# SALES ORDER

Date 1/28/22

Purchaser CHEMUNG COUNTY

Address 803 CHEMUNG ST.

City HORSEHEADS State NY Zip Code 14845

County CHEMUNG Phone 607-739-3898

Contact Name TIM Cust No. \_\_\_\_\_



6803 Manlius Center Rd., East Syracuse NY 13057

## Tracey Road Equipment Facility Numbers:

- ☐ Syracuse (HQ): 4340816 (315) 437-1471
- ☐ Albany: 7076202 (518) 438-1100
- ☒ Binghamton: 7079332 (607) 775-5010
- ☐ Queensbury: 7122340 (518) 793-9688
- ☐ Rochester: 7101647 (585) 334-5120
- ☐ Utica: 7125311 (315) 765-8746
- ☐ Watertown: 7083886 (315) 788-0200

THE PURCHASER OFFERS TO PURCHASE FROM THE DEALER/SELLER FOR THE STATED PRICE THE VEHICLE AND/OR EQUIPMENT AS DESCRIBED BELOW

PO #	TERMS OF SALE	FOB	STANDARD WARRANTY:	SALESMAN #
	NET 30	HORSEHEADS, NY	FREIGHTLINER LEVEL II WARRANTY	991

INVENTORY #	DESCRIPTION	PRICE
TBD	NEW 2023/2024 FREIGHTLINER 114SD TANDEM AXLE CAB & CHASSIS	\$266,229.88
	DETROIT DD13 470HP 1650LB/FT ENGINE, EATON FULLER 8LL STANDARD TRANSMISSION,	
	MERITOR 20,000LB FRONT AXLE, MERITOR 46,000LB TANDEM REAR AXLE, TUFTRAC 46,000LB REAR	
	SUSPENSION, 4.56 REAR AXLE RATIO, 80 GALLON FUEL TANK, COMPLETE SPEC ATTACHED.	
	EW4 7YR/150,000 MILE EXTENDED ENGINE WARRANTY / 5YR EATON EXTENDED WARRANTY	INCLUDED
TBD	VIKING DUMP BODY/PLOW PACKAGE PER QUOTE #1585 DATED 12/29/2021 WITH 1516HWII OPTION	INCLUDED
	QUOTED OFF ONONDAGA COUNTY CONTRACT #8996 UNDER CURRENT MODEL YEAR (2023) PRICING. DUE TO UNCERTAINTY WITH DAMLER TRUCKS NORTH	
	AMERICA'S PRODUCTION, TRACEY ROAD EQUIPMENT CANNOT GUARANTEE THE CHASSIS DELIVERY DATE, NOR PRICE. AS SUCH, ANY/ALL PRICE	
	INCREASES ASSOCIATED WITH THE POTENTIAL MODEL YEAR 2024 PRICING, WILL NOT BE THE RESPONSIBILITY OF TRACEY ROAD EQUIPMENT AND ARE TO	
	BE PAID BY CHEMUNG COUNTY. ONCE A FREIGHTLINER PRODUCTION SLOT COMES AVAILABLE. YOU WILL BE CONTACTED REGARDING PROJECTED	
	DELIVERY TIME FRAME AND UPDATED PRICING. YOU WILL THEN HAVE TO DECIDE IF YOU'D LIKE TO CANCEL OR TO PROCEED BY ISSUING AN UPDATED P.O	
	AND/OR SIGNING AN UPDATED SALES ORDER, WITHIN A TIMELY MANNER, OR YOUR ORDER (CHASSIS AND EQUIPMENT), WILL BE VOIDED.	

THE MILEAGE ON THE ODOMETER IS \_\_\_\_\_ AND / IS NOT ACCURATE, REFER TO THE FEDERAL MILEAGE STATEMENT FOR DISCLOSURE

IF THIS MOTOR VEHICLE IS CLASSIFIED AS A USED MOTOR VEHICLE. THE DEALER NAMED ABOVE CERTIFIES THAT THE ENTIRE VEHICLE IS IN CONDITION AND REPAIR TO RENDER, UNDER NORMAL USE, SATISFACTORY AND ADEQUATE SERVICE UPON THE PUBLIC HIGHWAY AT TIME OF DELIVERY.

Purchaser Accepts Optional EQUIPMENT SERVICE CONTRACT  
 PowerTrain \$ \_\_\_\_\_  
 PowerTrain Plus Hydraulics \$ \_\_\_\_\_  
 Full Machine \$ \_\_\_\_\_  
 Terms and Conditions per the attached contract.  
 PURCHASER'S INITIALS \_\_\_\_\_

Purchaser Declines Optional EQUIPMENT SERVICE CONTRACT  
 PURCHASER'S INITIALS \_\_\_\_\_

TRADE IN ALLOWANCE:		SUBTOTAL	\$266,229.88
BAIANCE OWED TO:		NET TRADE-IN ALLOWANCE	N/A
NET TRADE ALLOWANCE (EQUITY)		(EXEMPT) SALES TAX	EXEMPT
TRADE:	TRADE INV # _____	FEDERAL EXCISE TAX	N/A
YEAR _____ MAKE _____ MODEL _____		WASTE MANAGEMENT TIRE TAX	N/A
ENG. _____ SERIAL # _____		TOTAL PRICE	\$266,229.88
SERVICE METER READING (if applicable) _____		RECEIPT NO.	
THE MILEAGE ON THE ODOMETER IS _____ AND IS/IS NOT ACCURATE. REFER TO THE FEDERAL MILEAGE STATEMENT FOR FULL DISCLOSURE.		DEPOSIT	
CONDITION OF TRADE _____		BALANCE DUE	\$266,229.88
PURCHASER'S SIGNATURE _____			

ONLY THE MANUFACTURER OR SUPPLIER AND NOT TRACEY ROAD EQUIPMENT, INC. (DEALER/SELLER) SHALL BE LIABLE FOR PERFORMANCE UNDER ANY AND ALL WARRANTIES MADE BY SUCH MANUFACTURER OR SUPPLIER. UNLESS DEALER/SELLER, ON ITS OWN BEHALF, FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY, OR ENTERS INTO A SERVICE CONTRACT WITH PURCHASER, DEALER/SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE ON ALL GOODS AND SERVICES, AND ALL USED CONSTRUCTION EQUIPMENT SOLD BY DEALER/SELLER, WHICH PURCHASER UNDERSTANDS AND AGREES IS BEING SOLD BY DEALER/SELLER "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED".

IF THIS ORDER IS FOR A USED VEHICLE THAT BY LAW REQUIRES A FEDERAL TRADE COMMISSION WINDOW FORM, THE INFORMATION YOU SEE ON THE WINDOW FORM IS PART OF THIS ORDER. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISION IN THE CONTRACT OF SALE.

The front and back of this Order, the attached Written Warranty/Coverage Acknowledgement (the "Acknowledgement"), if signed by Purchaser and Dealer or Seller, and/or any financing and security agreement (a "Financing Agreement") entered into by Purchaser in connection with this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning Financing Agreement and any other agreement specified in this Order shall be referred to herein as the "Order". Purchaser hereby certifies that no credit has been extended to him/her for the purchase of the motor vehicle(s) or construction equipment described in this Order except as is stated in this Order. Purchaser hereby acknowledge that he/she has read the Terms and Conditions that are printed on the back of this Order and agrees that said Terms and Conditions are part of this Order the same as if they were printed on the front hereof above Purchaser's signature. Purchaser or, if purchaser is not an individual, Purchaser's representative, hereby certifies that he/she is of legal age and acknowledges that he/she has received a copy of this Order and all other documents referred to in this Order.

PURCHASER X  
 BY X

SALESMAN 991

ACCEPTED BY SALES MANAGER

## TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale (these "Terms"), together with the Sales Order (the "Order") (including any applicable documents or agreements referenced in the Order), are the exclusive terms and conditions that apply to any Order made by the Purchaser identified on the Order ("Buyer") and Tracey Road Equipment, Inc. ("Seller").

1. The Order (and any modification thereto) shall not become binding upon the parties hereto until and upon such time as both Seller and an authorized Sales Manager or Officer of Seller indicates in writing the approval and acceptance of the Order on behalf of Seller. Once accepted, the Order shall become a binding contract between the parties. Seller shall not be obligated to accept any Orders.

2. All sales by Seller to Buyer with respect to Orders approved by Seller are expressly limited to the terms set forth on the Order (including any applicable documents or agreements referenced in the Order) and these Terms. Any additional, different or conflicting terms or conditions contained in Buyer's standard terms and conditions of purchase, procurement documents, purchase orders, acknowledgements, or other instruments or instructions requesting quotes or to order products, or other responses hereto are hereby objected to and rejected by Seller without need of further notice of objection or rejection and shall be of no effect and not binding on Seller in any circumstances unless and only to the extent accepted in writing by Seller. Buyer will be deemed to have assented to these Terms by submitting an Order or otherwise agreeing to purchase vehicles and/or equipment (collectively "Vehicles"), unless otherwise agreed in writing by the parties. The Order (including any applicable documents or agreements referenced in the Order) and these Terms constitute the entire and only agreement between the parties hereto; and any representation (oral or in writing), affirmation of fact, course of prior dealings or performance, promise or condition in connection therewith or usage of trade not expressly incorporated herein shall not be binding on either party.

3. Seller's prices are subject to change at any time without notice except to the extent set forth in an Order accepted by Seller. Prices are exclusive of any property, sales, use, excise, and value-added taxes, insurance, shipping, handling, special packaging instructions, fuel surcharges, charges and import and export duties, all of which shall be the responsibility of Buyer. Any taxes and duties, when applicable, shall be paid by Buyer unless Buyer supplies an acceptable exemption certificate.

4. Unless otherwise agreed in the Order or in writing by Seller, payment for all Vehicles is due at time of delivery. Payments shall be made in U.S. Dollars without setoff or deduction. All past due amounts are subject to a late charge equal to the lesser of 1.5% per month or the maximum amount allowable under law. Accrued collection costs, such as legal fees and expenses, are payable by Buyer as accrued.

5. The title and right of possession to any Vehicles set forth in an Order shall remain vested in Seller until all sums due or that become due from Buyer and all indebtedness of Buyer to Seller, no matter how evidenced, has been fully paid to Seller. Upon payment in full, ownership of such Vehicles shall transfer to Buyer. In the event Buyer breaches the Order or these Terms, including, but not limited to, the obligation to make timely payment of the purchase price and all other amounts that are or may become due to Seller, Seller may accelerate the payment and declare the whole amount of the purchase price, together with all other amounts to which Seller is or may be entitled, immediately due and payable in full. In addition, and without limiting any of Seller's other rights or remedies, upon Buyer's breach, or if Seller at any time deems itself insecure, unsafe or at risk with respect to Buyer's payment or other obligations, Buyer agrees to promptly cause Seller and/or its representative(s) to have access to, and agrees that Seller and/or its representatives may enter, the premises where the Vehicle is located, take possession of and/or remove such Vehicles, and sell the same at public or private sale, retaining from the proceeds all amounts then due and owing by Buyer to Seller, together with any and all costs and expenses of repossession and sale, including, but not limited to, attorneys' fees, and Seller agrees to pay over any excess, if any, to Buyer. If the proceeds from the sale fail to satisfy the amount due, interest, expenses and any other amounts to which Seller is entitled under these Terms or applicable law, Buyer shall remain responsible for and shall pay to Seller the deficiency on demand of Seller. Seller may bid on and/or purchase the Vehicles at any sale held under this provision.

6. In addition to Seller's rights and remedies as otherwise described herein, upon any breach or default by Buyer of the Order or these Terms, Seller shall be entitled to exercise any or all remedies available to it under these Terms and under applicable law, including, but not limited to: (a) suspending performance of the subject Order or any other order by Buyer and/or its affiliated and/or related persons or entities; (b) canceling pending orders and refusing to accept future orders from Buyer and/or its affiliated and/or related persons or entities; (c) acceleration of any amounts due by Buyer to Seller; (d) recovering damages, including, but not limited to, consequential and incidental damages; (e) exercising all rights and remedies available to it under the Uniform Commercial Code ("UCC") and other applicable law; and (f) being entitled to indemnification from Buyer for any claims, damages, losses, liabilities, and costs and expenses (including reasonable attorneys' fees).

7. Until such time as title to said Vehicle shall pass to Buyer, Buyer agrees to maintain insurance on said Vehicle against all hazards in an amount not less than the unpaid balance of the purchase price, and to provide public liability insurance in an amount which may reasonably be required by Seller. Such insurance must name Seller as a party in interest/additional insured and be available for examination by Seller upon demand.

8. Buyer hereby grants to Seller a first-priority security interest in all Vehicles purchased by Buyer which shall continue until the Vehicles are paid for in full. Buyer agrees that Seller may execute and file one or more Financing Statements under the UCC or other similar laws, in any and all relevant jurisdictions, without Buyer's signature thereon to evidence its security interest.

9. Unless otherwise agreed in writing, Vehicles to be shipped by Seller will be shipped FOB Seller's warehouse by transportation mode selected by Seller and using packaging, if applicable, selected by Seller. Risk of loss or damage passes to Buyer upon tender of the Vehicles to the carrier. Claims for products damaged or lost in transit after risk of loss or damage has transferred are to be made by Buyer directly with carrier. Buyer shall remain responsible for payment in full notwithstanding any loss or damage once risk of loss or damage has transferred. All shipping dates are approximate unless Seller has agreed to a guaranteed shipping date in writing. Seller shall not be liable for any delays in shipment or early shipment, however caused, provided that Seller has used reasonable efforts to provide for timely delivery. Seller reserves the right to make deliveries in installments and to modify orders based on product availability.

10. Buyer shall notify Seller in writing of any visible defects, quantity shortages or incorrect product shipments prior to first use of the applicable Vehicle and in any event no later than (5) days from Buyer's receipt of shipment. Thereafter, Buyer shall have no right to reject the products for any reason or revoke acceptance, and shall be deemed to have conclusively accepted the products.

11. Seller shall not be liable or responsible for any claims, losses, liabilities or damages, including, but not limited to, personal injuries or property damage, suffered or sustained in the operation or use of the Vehicles purchased by Buyer under the Order regardless of the nature of the claim, loss, liability or damage, nor for any damages by reason of

any delays or any alleged failure of said Vehicles to operate. The liability of Seller, if any, shall be limited to the standard warranty offered by the manufacturer, if any. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER MAKES NO, AND EXPRESSLY DISCLAIMS ALL, EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY VEHICLE OR EQUIPMENT OR ITS USE OR OPERATION, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Seller shall not be bound by any representations, warranties or other terms made by any agent relative to the transactions contemplated under the Order unless the same are expressly included in these Terms. Buyer acknowledges that the manufacturer's warranty, if any, does not obligate the manufacturer or Seller to bear the cost of the labor or other similar costs or expenses necessary to repair or replace any defective parts.

12. Buyer shall not use or operate any Vehicle which is considered to be defective, without first notifying Seller in writing of its intention to do so, and any such use or operation by Buyer will be at Buyer's sole risk and liability, whether before or after notifying Seller of its intent to use or operate the same.

13. Buyer agrees that this Order and these Terms shall not be countermanded by Buyer, and when the Order is accepted by Seller in writing, it will apply with respect to all agreements between the parties relative to the transactions contemplated under the Order, except as the same may be amended or supplemented by the terms of a written Security Agreement, if any.

14. For any and all vehicles or equipment traded-in by Buyer, Buyer represents and warrants that (a) it owns such vehicles and/or equipment being transferred to Seller, (b) the vehicles and/or equipment are free and clear from all liens, claims and encumbrances, and (c) the vehicles and/or equipment are in good working order and Buyer is aware of no defects, faults or damage with respect to the same not disclosed in writing to Seller. Buyer agrees to indemnify, defend and hold harmless Seller from and against any breach or inaccuracy by Buyer of the foregoing.

15. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF GOOD WILL, ARISING OUT OF THE PURCHASE FROM SELLER OF ANY VEHICLE OR ITS USE OR OPERATION, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF FOR ANY REASON THE ABOVE DISCLAIMER OF CLAIMS, LOSSES, LIABILITIES OR DAMAGES IS DEEMED UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, BUYER AGREES THAT AS A MATERIAL INDUCEMENT TO SELLER TO SELL THE VEHICLES TO BUYER, THAT UNDER NO CIRCUMSTANCES SHALL SELLER'S TOTAL, AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SALE, USE OR OPERATION OF THE VEHICLES OR THE ORDER OR THESE TERMS, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, CLAIMS BASED UPON BREACH OF WARRANTY), EXCEED THE TOTAL AMOUNT PAID BY BUYER TO SELLER FOR THE VEHICLE AND/OR EQUIPMENT THAT GAVE RISE TO THE CLAIM.

16. Seller shall be entitled to offset any amounts owed by it to Buyer against any payment or compensation that is owing and unpaid by Buyer to Seller.

17. The Order and these Terms, and the underlying obligations of the parties relating to the sale of Vehicles to Buyer, shall be governed by and construed in accordance with the laws of New York State, without regard to conflicts of laws. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to any sale of Vehicles by Seller to Buyer. Any dispute regarding any Order or these Terms shall be resolved in a court located within Onondaga County, New York, and Buyer consents to the personal jurisdiction of any such court. THE PARTIES WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY LEGAL DISPUTE.

18. Buyer shall be liable for any and all costs and expenses, including attorneys' fees and disbursements, incurred by Seller in the exercise of any right or remedy granted or mentioned herein or otherwise available to Seller under applicable law.

19. Seller shall not be liable for any failure or delay in the performance of any of its obligations or any damages resulting therefrom, if such delay or failure is caused by act of God, embargo, governmental action or regulation, fire, strike, lockout or other labor strife, war, riot, terrorism (or threat thereof), accident, equipment failure, delay in the manufacture, transportation or delivery of materials, shortage and/or increase in prices of raw materials or supplies, communications failures, and other any other causes beyond the reasonable control of Seller.

20. Buyer agrees, to the maximum extent permitted by law, that any claim Buyer may have against Seller or any of its directors, officers, agents or employees must be filed within one (1) year of the date on which the claim arose.

21. In addition to all other remedies available to Seller under these Terms, at law or in equity, Seller shall be entitled to seek injunctive relief without the posting of any bond or security to obtain the entry of temporary and permanent injunctions and orders of specific performance enforcing these Terms. Buyer acknowledges that failure to comply with these Terms will result in irreparable harm to Seller.

22. The relationship of Seller and Buyer as created by the Order and these Terms is that of independent contractors. Neither party shall have, or hold itself out as having, the power or authority to bind or create liability for the other party.

23. No waiver, alteration, or modification of any of the provisions of the Order or these Terms shall be binding unless in writing and signed by Seller. No delay or failure by Seller in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any right, privilege, remedy or option.

24. If any provision of the Order or these Terms is determined to be invalid or unenforceable, such provision shall be invalid or unenforceable only to the minimum extent required, and all other provisions shall remain in force and effect.

25. The Order and these Terms are not intended to benefit any third party.

26. Buyer shall not delegate any duties or assign any rights or claims under the Order or these Terms without Seller's written consent. Any attempted or purported delegation or assignment by Buyer in violation of the foregoing is void.

27. If applicable, the Equal Employment Opportunity and Affirmative Action Clause, as set forth by the Department of Labor, 41 C.F.R. Sections 60-1.4(a) is hereby incorporated by reference herein insofar as it is required by such regulations and unless exempted by applicable statutes, rules, regulations or orders. Buyer agrees, unless exempted, to incorporate by reference and abide by Executive Order 11246. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

28. The provisions of these Terms which by their nature should survive shall remain in effect and survive any termination or completion of any order.



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution rejecting all bids received for RFB-2420 and authorizing the re-advertisement for bids on behalf of the Chemung County Department of Public Works (PSAP Project)

Resolution #:

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

The County DPW requests the Executive Office and Legislature authorize the rejection and rebid of RFB-2420 - Pedestrian Safety Action Plan (PSAP.)

Our consultant (Barton and LoGuidice) estimate for this 100% state and federally funded project was \$902,510. We received 1 bid, from Economy Paving Company, in the amount of \$1,897,987.97.

The DPW will work with the consultant, NYSDOT, and Purchasing Department to determine the contributing factors for the high bid price and the lack of vendors. We will retool the bid as needed and re-advertise for new bids.

Attached below are the Bid Tab and the consultant concurrence e-mail. I have requested a formal letter of recommendation from the consultant for our project files.

Please contact me with any questions.

Thanks,  
Andy Avery

### **CREATION:**

Date/Time:	Department:
5/10/2022 10:35:32 AM	County Executive

### **APPROVALS:**

Date/Time:	Approval:	Department:	
5/10/2022 10:39 AM	Approved	County Executive	
5/16/2022 8:40 AM	Approved	Budget and Research	
5/24/2022 11:01 AM	Approved	Legislature Chairman	

### **ATTACHMENTS:**

Name:	Description:	Type:
<a href="#">Copy of RFB-2420 Chemung Co. Pedestrian Safety Action Plan - Bid Tab.pdf</a>	RFB-2420 Chemung Co PSAP	Cover Memo
	RFB-2420 PSAP Project	Cover Memo



**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**

**RFB-2420 Chemung County Pedestrian Safety Action Plan**

Bid Opening: May 05, 2022

<b>Bidders (Sole Bidder)</b>	<b>Economy Paving Company</b>
<b>Surety</b>	<b>Bid Bond</b>
<b>Total Gross Sum Bid</b>	<b>\$1,897,987.97</b>



**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**

**RFB-2420 Chemung County Pedestrian Safety Action Plan**

Bid Opening: May 05, 2022

**Bidders (Sole Bidder)**

**Economy Paving Company**

**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**

**RFB-2420 Chemung County Pedestrian Safety Action Plan**

Bid Opening: May 05, 2022

**Bidders (Sole Bidder)**

**Economy Paving Company**

## Avery, Andrew

---

**From:** Jonathan M. Walczak <jwalczak@bartonandloguidice.com>  
**Sent:** Friday, May 6, 2022 5:17 AM  
**To:** Avery, Andrew  
**Subject:** Re: RFB-2420 Chemung County Pedestrian Safety Act

Yes, way over. Budget is around \$900k. Looking at the plan holder list seems like there was a lack of bidders that were interested or aware of the project. I agree with reject and rebid.

**Jonathan M. Walczak, P.E.**  
Managing Engineer

### Barton&Loguidice

Office: 585.325.7190

Email: [jwalczak@bartonandloguidice.com](mailto:jwalczak@bartonandloguidice.com)

[Website](#) | [LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Vimeo](#)

The information in this message is confidential and is intended for the identified recipient(s). If you are not an intended recipient, please delete the message and notify the sender immediately. Any unauthorized use, disclosure or copying of this message is strictly forbidden and may be subject to legal action.

On May 6, 2022, at 4:44 AM, Avery, Andrew <[aavery@chemungcountyny.gov](mailto:aavery@chemungcountyny.gov)> wrote:

**ATTENTION --> This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.**

That appears to be way over budget, correct? I'm out of town, but I thought the budget was less than 1M. Looks like a reject, retool, and rebid.

Regards,  
*Andy Avery*

----- Original message -----

From: "Jonathan M. Walczak" <[jwalczak@bartonandloguidice.com](mailto:jwalczak@bartonandloguidice.com)>  
Date: 5/5/22 2:26 PM (GMT-05:00)  
To: "Wells, Nina" <[nwells1@chemungcountyny.gov](mailto:nwells1@chemungcountyny.gov)>  
Cc: "Avery, Andrew" <[aavery@chemungcountyny.gov](mailto:aavery@chemungcountyny.gov)>  
Subject: RE: RFB-2420 Chemung County Pedestrian Safety Act

Nina,

Thank you. Are you able to send a copy of the planholder list?

Jonathan M. Walczak, P.E.

Managing Engineer

Barton&Loguidice

Office: 585.325.7190

Email: [jwalczak@bartonandloguidice.com](mailto:jwalczak@bartonandloguidice.com)

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-----Original Message-----

From: Wells, Nina <[nwells1@chemungcountyny.gov](mailto:nwells1@chemungcountyny.gov)>

Sent: Thursday, May 5, 2022 2:17 PM

To: Jonathan M. Walczak <[jwalczak@bartonandloguidice.com](mailto:jwalczak@bartonandloguidice.com)>

Cc: Avery, Andrew <[aavery@chemungcountyny.gov](mailto:aavery@chemungcountyny.gov)>

Subject: RFB-2420 Chemung County Pedestrian Safety Act

ATTENTION --> This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Good afternoon,

Attached is a copy of the Bid Documents from Economy Paving.

Thank you,

Nina Wells

Contract Service Manager

Confidentiality Notice: This transmission, including any attachments, is for the sole use of the intended recipient(s) or entity named above and may contain confidential and privileged information. If you received this and are not the intended recipient(s), you are hereby notified that any disclosure, copying, unauthorized distribution or the taking of any action in reliance on the contents of this information is prohibited. If you have received this transmission in error, please immediately contact the sender as indicated above to arrange the proper handling of the information.

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## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution authorizing agreement with CME Associates, Inc. on behalf of the Chemung County Department of Public Works (Testing Services - Vargo Road Bridge Project)

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

This agenda item requests the County Executive and Legislature approve an agreement with CME Associates, Inc., for Construction Materials Testing Services on the Vargo Road Bridge Project. Cost of the services are projected to be no more than \$5,000. (Estimate is \$3,762.11.) I have requested approval for \$5,000 in the event we need to use more services than expected. Attached for your review are the estimate and the unit fee agreement from CME. Vargo Road Bridge, in the Town of Horseheads, is slated for replacement by our DPW Bridge Crew later this year. This is a budgeted project for 2022. The agreement with CME has been reviewed and approved by the County Attorney. Please contact me with any questions. Thanks, Andy Avery DPW Commissioner

Vendor/Provider CME Associates, Inc.

Term 1 Year Total Amount \$5,000 Prior Amount 0

Local Share 100% State Share CHIPS Federal Share 0  
reimbursement is available

Project Budgeted? Yes Funds are in Account #

### **CREATION:**

Date/Time:	Department:
6/2/2022 10:57:49 AM	County Executive

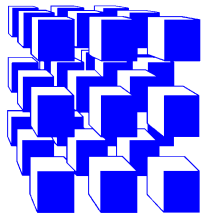
### **APPROVALS:**

Date/Time:	Approval:	Department:	
6/2/2022 11:02 AM	Approved	County Executive	
6/15/2022 10:07 AM	Approved	Budget and Research	
6/16/2022 9:26 AM	Approved	Legislature Chairman	

### **ATTACHMENTS:**

Name:	Description:	Type:
<a href="#">09.2481_Chemung_County_Vargo_Road_over_North_Branch_Newtown_Creek.pdf</a>	09.2481 Chemung County Vargo Road over Northbranch Newtown Creek	Cover Memo
<a href="#">VargoEstimate CME.pdf</a>	Vargo Estimate-CME	Cover Memo





**CME**  
Associates, Inc.

701B Chemung Street  
Horseheads, New York 14845  
(607) 739-4033  
(607) 739-4085 (Fax)  
[www.cmeassociates.com](http://www.cmeassociates.com)

May 13, 2022

**Chemung County Department of Public Works (DPW)**  
803 Chemung Street  
Horseheads, New York 14845  
607.739.3896

Attn: Carl E. Martel, P.E. – Project Manager II  
[cmartel@chemungcountyny.gov](mailto:cmartel@chemungcountyny.gov)

Re: Proposal to Provide Construction Materials Testing and Inspection Services  
Bridge Replacement – Vargo Road over North Branch of Newtown Creek  
Veteran, New York  
**CME Proposal/Agreement No.: 09.2481**

Dear Mr. Martel,

**CME Associates, Inc. (CME)**, a New York State Certified Woman-Owned Business Enterprise, is pleased to provide **Chemung County DPW** (Client) with this cost quote for on-call-as-scheduled Construction Materials Testing and Inspection Services for the above-referenced project. **CME's** relationship with **Chemung County DPW** is expected to be in conformance with the attached *Standard Terms for Technical Services Agreement*. Please carefully review these terms in order to establish an understanding of the services, your responsibilities, as well as the general conditions of our Agreement.

Based on our communications, we understand you are requesting services related to density testing of fill, and cast-in-place concrete testing. Services will be provided from **CME's** Accredited Horseheads Facility office under the responsible charge of Christopher R. Paolini, P.E., our Supervisor of Special Inspections.

Presented below are the Unit Fees for the services we anticipate may be required:

<u>Service Description</u>	<u>Unit Fee</u>
Materials Testing Technician (for soil density and fresh concrete testing).....	\$ 216.00 /half day
.....	\$ 392.00 /day
Technical Representative (if required, for steel reinforcement).....	\$ 260.00 /half day
.....	\$ 475.00 /day
Nuclear Moisture-Density Gauge.....	\$ 65.00 /visit
Compressive Strength Test.....	\$ 16.00 /specimen cast
Project Manager.....	\$ 80.00 /hour
Licensed Professional Engineer.....	\$ 125.00 /hour
Moisture-Density Relation (Laboratory Proctor and Gradation).....	\$ 195.00 /test
Sample Pick-Up Service.....	\$ 43.00 /hour
Vehicle Mileage.....	\$ 0.75 /mile
Administrative and Reporting Fee.....	15% of Invoice

Fees for any additional requested services will be provided at the time of your request.

***A New York State Certified Woman-Owned Business Enterprise (WBE)***

### Special Conditions

All rates are portal-to-portal from **CME's** Horseheads, New York Office. The minimum field service charge is one-half day, and if the service time transcends the noon hour, it will be considered a full day. An hourly 1.5 premium multiplier applies to all work conducted outside normal daylight hours, over 8 hours per day and Saturdays. An hourly 2.0 multiplier applies for all other premium time work. You or your designated representative must schedule on-site testing services by calling our office at 607.739.4033 **at least 24 hours before the service is required**. A 50% premium charge may be applied to on-site services rendered on a same-day basis, which are not scheduled according to the above requirements.

The Unit Cost rates provided include electronic reporting (e-reporting) through **CME's** Online Reporting System. Electronic reporting (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.

Please note that turnaround time for laboratory testing is largely dependent on the durations required by the specific test methods and general laboratory work already in-progress. If you require expedited turnaround time for any laboratory test, and **CME** can accommodate the request, an additional surcharge may apply.

### Agreement Acceptance and Execution

If **Chemung County DPW** 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 hereof, **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.**

A handwritten signature in black ink, appearing to read "D. Kreischer", is written over a horizontal line.

Darrick L. Kreischer, P.G.  
Division Manager

**Chemung County DPW (Client)**

---

Client Signature Designates Agreement

---

Date Signed (Agreement Date)

---

Printed Name and Title

Attachments: *Standard Terms and Conditions for Technical Services Agreement (3 pages)*

DLK/ml



# STANDARD TERMS AND CONDITIONS FOR TECHNICAL SERVICES AGREEMENT

Page 1 of 3

## 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.

3.2 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.

## STANDARD TERMS AND CONDITIONS FOR TECHNICAL SERVICES AGREEMENT

Page 2 of 3

**3.3 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.

**3.4 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.

**3.5 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.

**3.6 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.

**3.7 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.

**3.7.1** 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.

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

**Client: Chemung County DPW**  
**CME Proposal/Agreement No.: 09.2481**



# STANDARD TERMS AND CONDITIONS FOR TECHNICAL SERVICES AGREEMENT

Page 3 of 3

**3.8 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.

**3.9 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.

**3.10 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.

**3.11 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.

**3.12 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.

**3.13 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.

**3.14 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.

**3.15 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.

**3.16 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.

**3.17 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.

**3.18 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.

**3.19 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.

VARGO ROAD BRIDGE REPLACEMENT PROJECT - 2022					
Construction Materials Testing Estimate					
Service Description	Description	Unit Fee		Quantity	Extended Price
Materials Technician	Soil/Concrete	\$ 216.00	/half day	5	\$ 1,080.00
		\$ 392.00	/day		\$ -
Technician	Steel Reinforcement	\$ 260.00	/half day	1	\$ 260.00
		\$ 475.00	/day		\$ -
Nuclear Guage	Moisture-Density	\$ 65.00	/visit	5	\$ 325.00
Compressive Strength	Concrete Cylinders	\$ 16.00	/cylinder	20	\$ 320.00
Project Manager		\$ 80.00	/hour	1	\$ 80.00
Professional Eng.		\$ 125.00	/hour	1	\$ 125.00
Soil Tests	Proctor/Gradation	\$ 195.00	/test	3	\$ 585.00
Sample Service	Pick up	\$ 43.00	/hour	4	\$ 172.00
Vehicle Milage		\$ 0.75	/mile	36	\$ 27.00
Admin/Report		15%	of Invoice		\$ 446.10
Sub-Total:					\$ 3,420.10
Contingency (10%):					\$ 342.01
Total Estimate:					\$ 3,762.11



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution approving Change Order to an agreement with Ramsey Contractors, Inc. on behalf of the Chemung County Department of Public Works (RFB-2262 - Horseheads Connector Road Project)

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

This agenda item requests approval of a change order for the Horseheads Connector Road Project. The Village of Horseheads requested a change to the water line relocation design. To implement the change, a hydrant needed to be relocated east of the the roundabout planned at Old Ithaca Road.

Total additional cost to the project, to be reimbursed 100% by the Village of Horseheads, is \$34,898. Attached is the resolution approved by the Village accepting and agreeing to pay the additional cost.

Please contact me with any questions.

Regards,  
Andy Avery

Vendor/Provider	Village of Horseheads				
Term	1 Year	Total Amount	\$34,898	Prior Amount	-0-
Local Share	-0-	State Share	-0-	Federal Share	-0-
Project Budgeted?	Yes	Funds are in Account #			

### **CREATION:**

Date/Time:	Department:
6/6/2022 3:13:37 PM	County Executive

### **APPROVALS:**

Date/Time:	Approval:	Department:	
6/6/2022 3:17 PM	Approved	County Executive	
6/15/2022 10:56 AM	Approved	Budget and Research	
6/21/2022 11:23 AM	Approved	Legislature Chairman	

### **ATTACHMENTS:**

Name:	Description:	Type:
<a href="#">Route 13 Connector Road Project.pdf</a>	Route 13 Connector Road Project	Cover Memo



Trustee Skroskznik: Aye  
Trustee Cronin: Aye

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## AGREEMENT

THIS AGREEMENT, entered into \_\_\_\_\_, 2022, by and between the Village of Horseheads, New York ("Village"), a municipal corporation organized and existing under the laws of the State of New York, and the County of Chemung ("County"), a municipal corporation organized and existing under the laws of the State of New York;

Whereas, the County has contracted with Ramsey Contractors, Inc. ("Contractor") for construction of a new road generally known as the "Route 13 Connector Road" including a roundabout, the project being identified as PIN 6754.12, and

Whereas, the project necessitated that a Village water hydrant to be relocated east of the roundabout and north of the connector road, and

Whereas, the Village has requested that instead the hydrant be relocated east of the roundabout but south of the connector road, and

Whereas, a contract change order, identified as Water Betterment Item 663.2501001, to effectuate such relocation will increase the County's construction costs by approximately \$34,898 after a credit of approximately \$9,000 for removal of/credit for contract item 663.161206, and

Whereas, the County has agreed to issue a change order to the project to accomplish the revised relocation subject to the condition that the Village reimburse it for the additional contract cost incurred due to the change order.

WITNESSETH, that the Village and County, for the consideration hereinafter named, agree as follows:

### ARTICLE 1. WORK TO BE DONE AND CONSIDERATION THEREFOR

The County will approve the above noted change order to cause the Contractor to furnish the labor, materials and equipment to execute the change order, in accordance with the specifications of the change order dated 4-18-22, a copy of which is attached hereto and made a part hereof.

### ARTICLE 2. TIME OF COMPLETION

The work to be accomplished under this change order shall be performed as soon as practical, and in any event no later than December 31, 2022. Time of performance is of the essence of this Agreement.

### ARTICLE 3. ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work provided for in the change order has been fully performed, the Contractor shall file with the County an itemized voucher for \$43,898, and the County will seek reimbursement to it for contract item C663.2501001 from NYS DOT in the amount of

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\$9,000. The County shall pay the Contractor \$43,898. Thereafter, the County shall invoice the Village for \$34,898 and the Village shall pay said amount within 35 days of receipt of the invoice.

#### ARTICLE 4. PERMITS AND REGULATIONS

The Contractor shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

#### ARTICLE 5. DAMAGES

It is hereby mutually covenanted and agreed that the relation of the Contractor to the work to be performed by it under this Agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said work, whether or not the Contractor, its agents, or employees have been negligent. The Contractor shall hold and keep the County and Village free and discharged of and from any and all responsibility and liability of any sort or kind. The Contractor shall assume all responsibility for risks or casualties of every description, for loss or injury to persons or property arising out of the nature of the work, from the action of the elements, or from any unforeseen or unusual difficulty. The Contractor shall make good any damages that may occur in consequence of the work or any part of it. The Contractor shall assume all blame, loss and responsibility of any nature by reason of neglect or violation of any federal, state, county or local laws, regulations or ordinances.

#### ARTICLE 6. INDEMNITY AND SAVE HARMLESS AGREEMENT

The Contractor agrees to indemnify and save the County and Village, their officers, agents and employees harmless from any liability imposed upon the County or Village, their officers, agents and/or employees arising from the negligence, active or passive, of the Contractor.

#### ARTICLE 7. NO ASSIGNMENT

In accordance with the provisions of section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this Agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the County.

#### ARTICLE 8. ARBITRATION

Should any dispute arise between the County or Village and the Contractor regarding the manner or sufficiency of the performance of the work, the disputed matter shall be settled by arbitration in accordance with the laws of the State of New York. There shall be three arbitrators, one of whom shall be selected by each of the parties hereto, and the third by the two arbitrators so selected. If the selection of any arbitrator is not made within fifteen (15) days of the time that either party has notified the other of the name of the arbitrator it has selected, then the arbitrator or arbitrators not selected shall be appointed in the manner provided by the laws of the State of New York. The work shall not be interrupted or delayed pending such decision.

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ARTICLE 9. AUTHORITY FOR EXECUTION ON BEHALF OF THE  
COUNTY AND VILLAGE

The Village Manager has executed this Agreement pursuant to a Resolution adopted by the Village Board of the Village of Horseheads. The Chemung County Executive, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the County of Chemung. This instrument shall be executed in duplicate.

ARTICLE 10. NOTICES

Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To County: County Executive Christopher Moss

202 Lake St.

Elmira, NY 14902

To Village:

Village Manager Nathan Nagle

202 S. Main St.

Horseheads, NY 14845

ARTICLE 11. WAIVER

No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 12. MODIFICATION

This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

ARTICLE 13. APPLICABLE LAW

This Agreement is governed by the laws of the State of New York.

ARTICLE 14. HEADINGS

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

ARTICLE 15. COUNTERPARTS

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This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

ARTICLE 16. BINDING EFFECT

This Agreement shall be binding upon the parties and their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Village of Horseheads

By: \_\_\_\_\_

Nathan Nagle, Village Manager

County of Chemung

By: \_\_\_\_\_  
Christopher Moss, County Executive



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution authorizing agreement with Barton & Loguidice, DPC on behalf of the Chemung County Department of Public Works (PIN 6755.52 CR51 over Latta Brook - Design of Replacement Bridge)

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Please review and approve the Consultant Agreement for replacement of CR51 over Lattabrook. This was a recently awarded Bridge NY 3 project which is 95% federally reimbursable using federal highway funding. The consultant agreement covers design, totaling \$225,000. This cost is lower than the amount authorized in the state-local agreement.

Since the project was not awarded by New York State until well after the County Budget was approved, this project is not budgeted. With approval, the DPW will utilize 2022 Capital Highway funding to cover the local cost.

Construction is slated for 2024. Supplemental Agreements will be forwarded at a future date to add and approve construction and inspection funding as needed.

Attachments include:

Consultant Agreement  
Resolution 22-173 Approving State-Local Agreement  
Initial Project Proposal (for more detailed project information)

Please contact me with questions.

Thanks,  
Andy Avery

Vendor/Provider	Barton & Loguidice				
Term	ends	Total Amount	\$225,000	Prior Amount	0
	12/31/2024				
Local Share	5% - \$11,250	State Share	0	Federal Share	95% -\$213,750
Project Budgeted?	No	Funds are in Account #	Will submit for budget amendment		

### **CREATION:**

Date/Time:

6/14/2022 9:46:43 AM

Department:

County Executive

**APPROVALS:**

Date/Time:	Approval:	Department:	
6/14/2022 9:55 AM	Approved	County Executive	
6/15/2022 10:29 AM	Approved	Budget and Research	
6/21/2022 11:14 AM	Approved	Legislature Chairman	

**ATTACHMENTS:**

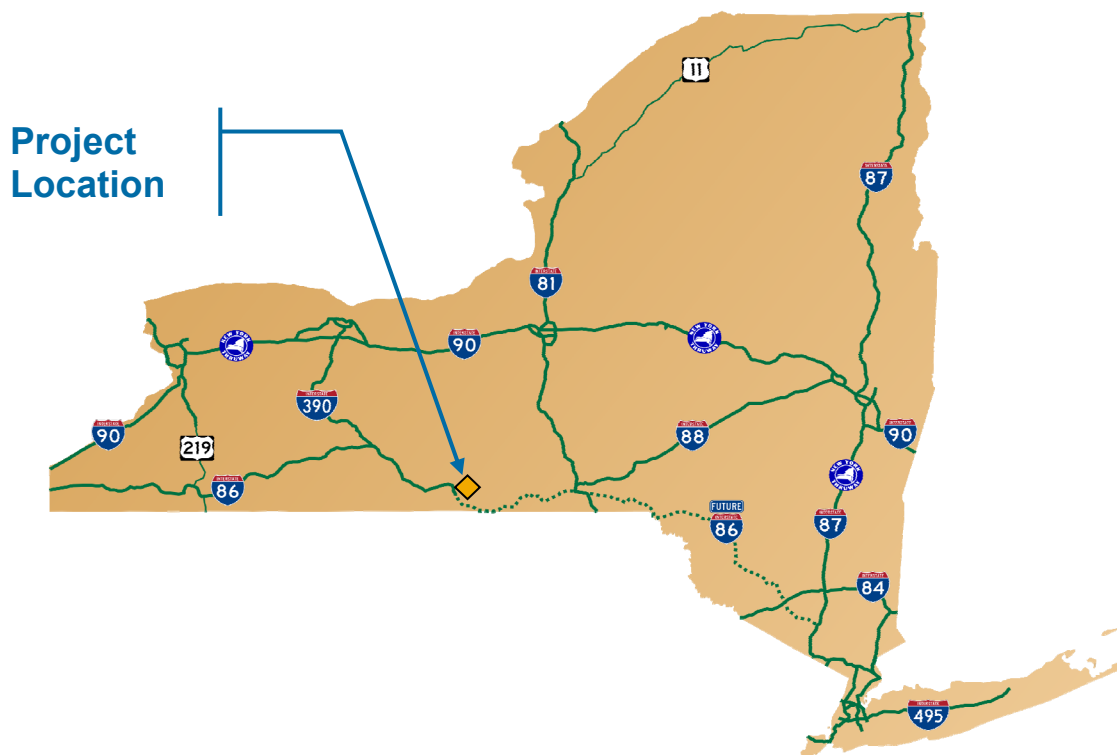
Name:	Description:	Type:
<a href="#">6755.52 rpt IPP CR51 over Latta Brook (fully signed).pdf</a>	6755.52 rpt IPP over Latta Brook	Cover Memo
<a href="#">Chemung County Agreement Latta Brook Road 6-22 (ID 2629966).pdf</a>	Chemung County Agreement Latta Brook Road	Cover Memo
<a href="#">Resolution 22-173 (Minutes).pdf</a>	Resolution 22-173 (minutes)	Cover Memo

# Transportation Project Report

## Initial Project Proposal

February 2022

Locally Administered federal Aid Project  
County Route 51 over Latta Brook Bridge Replacement  
Project Identification Number (PIN): 6755.52  
Bridge Identification Number (BIN): 3331360  
Town of Horseheads  
Chemung County



Department of  
Transportation



U.S. Department of Transportation  
Federal Highway Administration



February 2022

Initial Project Proposal

PIN 6755.52

## PROJECT APPROVAL SHEET

(Pursuant to SAFETEA-LU Matrix)

### Milestones

A. Local Project acceptance of Cost and Schedule:

I am in agreement with the scope of the subject local project and will deliver the project in accordance with the schedule outlined and within the budget constraint.

### Signatures

### Dates

Responsible Local Official

2/16/2022

B. Recommendation for IPP Approval:

The project is ready to be added to the Regional Capital Program and project scoping can begin.

Regional Program Manager

C. IPP Approval:

The project is ready to be added to the Regional Capital Program and project scoping can begin.

Regional Director

2/17/22



**PIN:** 6755.52

**PROJECT NAME:** CR 51 / Latta Brook Road bridge replacement

**MUNICIPALITY:** Town of Horseheads

**COUNTY:** Chemung

**ROUTE/SH #:** County Route 51 (Latta Brook Road)

**BIN:** 3331360

**LIMITS:** Bridge and approach roadway

**FEDERAL AID SYSTEM:** Non-NHS **FUNCTIONAL CLASS:** Urban Minor Collector

**EXISTING AADT:** 842

**PERCENT TRUCKS:** 4.55%

**EXISTING CHARACTERISTICS OF CONCERN:**

**ELEMENT**

**MEASURE/INDICATOR**

BIN

Substructure Condition Rating = 3.

Surface Rating

Deck Condition = 4

Bridge/Highway Deficiencies

Repairs beyond the capabilities of Department Maintenance forces

**PROBLEM DESCRIPTION:** The existing Jack Arch bridge, built in 1946, is well beyond its intended life expectancy. A Jack Arch structure is extremely difficult to rehabilitate once decay has set in. As indicated in the most current inspection, the existing bridge rail does not conform to the current standards. The concrete abutments and wing walls have cracked and spalled. Realignment of the north-west wing is needed to reduce turbulence and provide additional scour protection. Scour protection is also needed along the north east side of the road where the creek flows parallel for approx 100 + feet. There is significant section loss to the steel girders and in place steel forms that support the deck.

**PROJECT OBJECTIVE(S):** To replace all of the structural elements of the bridge and increase the life expectancy of the structure. The new structure shall consist of CIP concrete integral abutments and a superstructure consisting of Pre-cast concrete beams. The structure shall be skewed to accommodate the change in direction as the stream transitions under the road. This smoother transition will help reduce scour at the inlet wing walls. In addition, Install scour protection in scour critical areas along the road and structure itself. Install new code compliant bridge rail and approach rail for increased safety measures. Realign the wing walls to better accommodate the stream flow.

**PROJECT ELEMENT(S) TO BE INVESTIGATED:**

- |  |  |
|--|--|
| <input type="checkbox"/> Deck Replacement            | <input type="checkbox"/> Bridge Replacement, New Alignment                 |
| <input type="checkbox"/> Minor Bridge Rehabilitation | <input checked="" type="checkbox"/> Bridge Replacement, Existing Alignment |
| <input type="checkbox"/> Major Bridge Rehabilitation |  |
| <input type="checkbox"/> 1R Highway Resurfacing      | <input type="checkbox"/> 3R Highway Reconstruction                         |
| <input type="checkbox"/> 2R Highway Restoration      |  |
| <input type="checkbox"/> Appurtenance Only           | <input type="checkbox"/> Traffic Control                                   |
| <input type="checkbox"/> Large Culvert Repair        | <input type="checkbox"/> Large Culvert Replacement                         |
| <input type="checkbox"/> Other:                      |  |

**PRIORITY RESULTS:** ☒ Mobility & Reliability ☐ Safety ☐ Security  
☐ Economic Competitiveness ☐ Environmental Stewardship

**FUNDING SOURCE** ☐ 100% State ☒ Federal

**ENVIRONMENTAL RECOMMENDED CLASSIFICATION:**

SEQRA Type: ☒ Type II  
☐ Exempt

NEPA Class: ☐ Class I (EIS)  
☒ Class II – Categorical Exclusion (CE)  
☐ Class III (EA)  
☐ N/A – Project is 100% State funded

The following Checklists are attached:

- ☐ Regional Environmental Checklist  
☒ Smart Growth Screening Tool  
☒ Complete Streets Checklist  
☐ Public Outreach Screening Tool

**FROM BLOCK:** N/A

**MPO INVOLVEMENT:**

☐ No  
☒ Yes TIP Name: CR 51 over Latta Brook bridge replacement TIP No.: 675552

**TIP AMENDMENT REQUIRED:** ☒ No ☐ Yes Needed By:

**STIP STATUS:** ☐ On STIP ☒ Not on STIP: To be added

**NOTES ON SPECIAL CIRCUMSTANCES:** None

**SPECIAL TECHNICAL ACTIVITIES REQUIRED:** None

**PLANNED PUBLIC INVOLVEMENT:** To be determined during design

**PROBABLE SCHEDULE AND COST:**

**DESIRED LETTING:** September 2023

**SCHEDULED QUALIFIERS:**

- |   |   |
|---|---|
| <input type="checkbox"/> Public Hearing                       | <input type="checkbox"/> 4(f)/ Section 106 Issues |
| <input type="checkbox"/> Major Permits                        | <input type="checkbox"/> Other:                   |
| <input checked="" type="checkbox"/> Consultant(s) For: C & CI | <input type="checkbox"/> No Consultant Needed     |

Project Phase	Activity Duration	Estimated Cost	Fund Source	Obligation Date
DESIGN I-IV	6 months	\$0.290	NHPP, Local	04/2022
Design V-VI	10 months	\$0.194	NHPP, Local	10/2022
ROW Incidentals	6 months	\$0.010	NHPP, Local	04/2022
ROW Acquisition	10 months	\$0.010	NHPP, Local	10/2022
Construction	7 months	\$1.614	NHPP, Local	08/2023
Construction Inspection	7 months	\$0.302	NHPP, Local	08/2023
<b>TOTAL</b>		<b>\$2.420</b>		

**BASIS OF ESTIMATE:** Preliminary Estimate

**PROGRAM DISPOSITION:** Scheduled for letting in SFY 2023

**PROJECT MANAGEMENT GROUP:** ☒ Simple ☐ Moderate ☐ Complex

**STATEWIDE SIGNIFICANCE:** ☒ No ☐ Yes Remarks:

**ROW:** Right of Way may be needed. The ROW Clearance Certificate will be attached to the PS&E transmittal memo.

**MISCELLANEOUS:** N/A

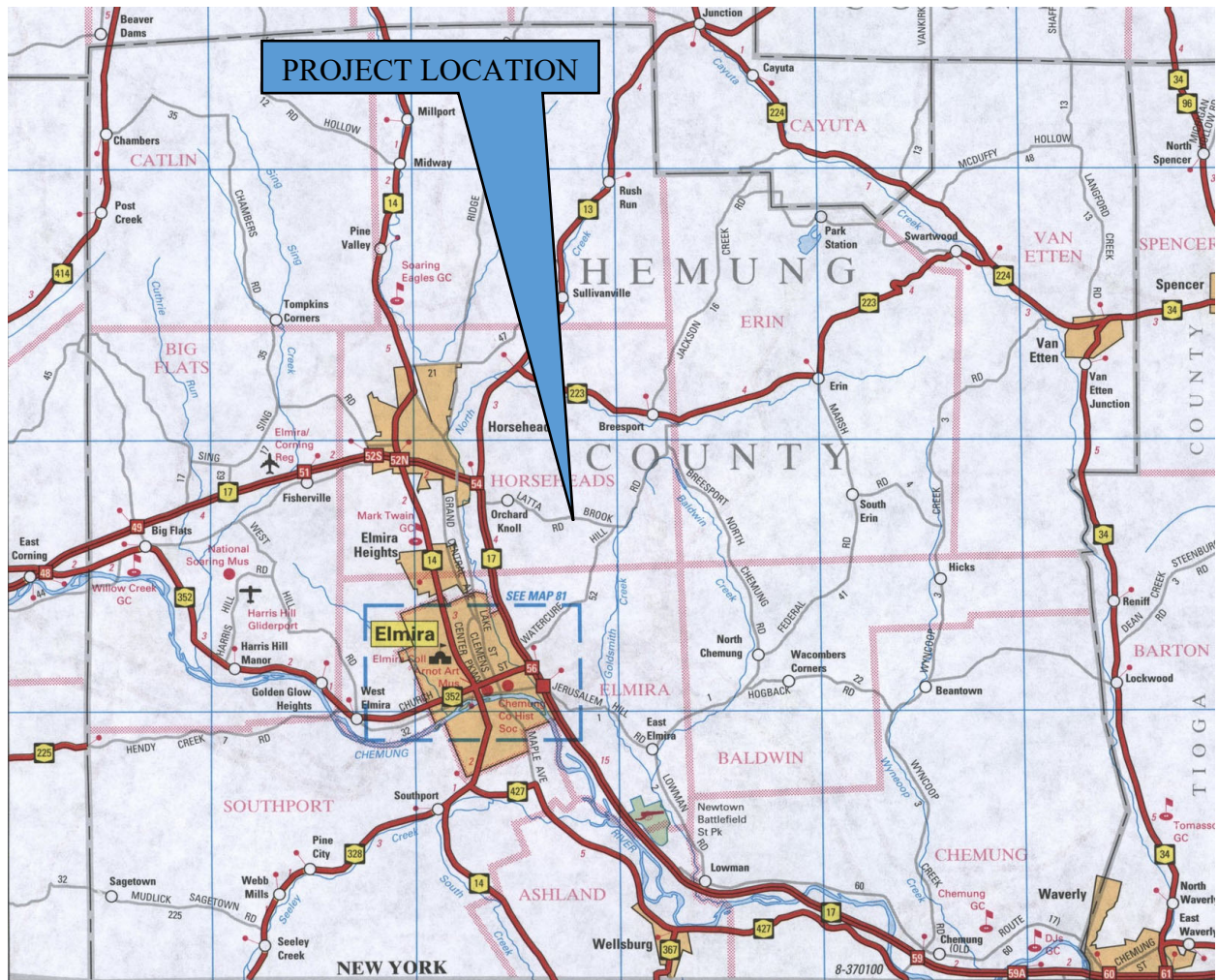
**NYS Smart Growth Public Infrastructure Policy Act (SGPIPA)**

Pursuant to ECL Article 6, this project is compliant with the New York State Smart Growth Public Infrastructure Policy Act (SGPIPA).

To the extent practicable this project has met the relevant criteria as described in ECL § 6-0107 The Smart Growth Screening Tool was used to assess the project's consistency and alignment with relevant Smart Growth criteria; the tool was completed by the Region's Planning and Program Management group and is attached to this document.

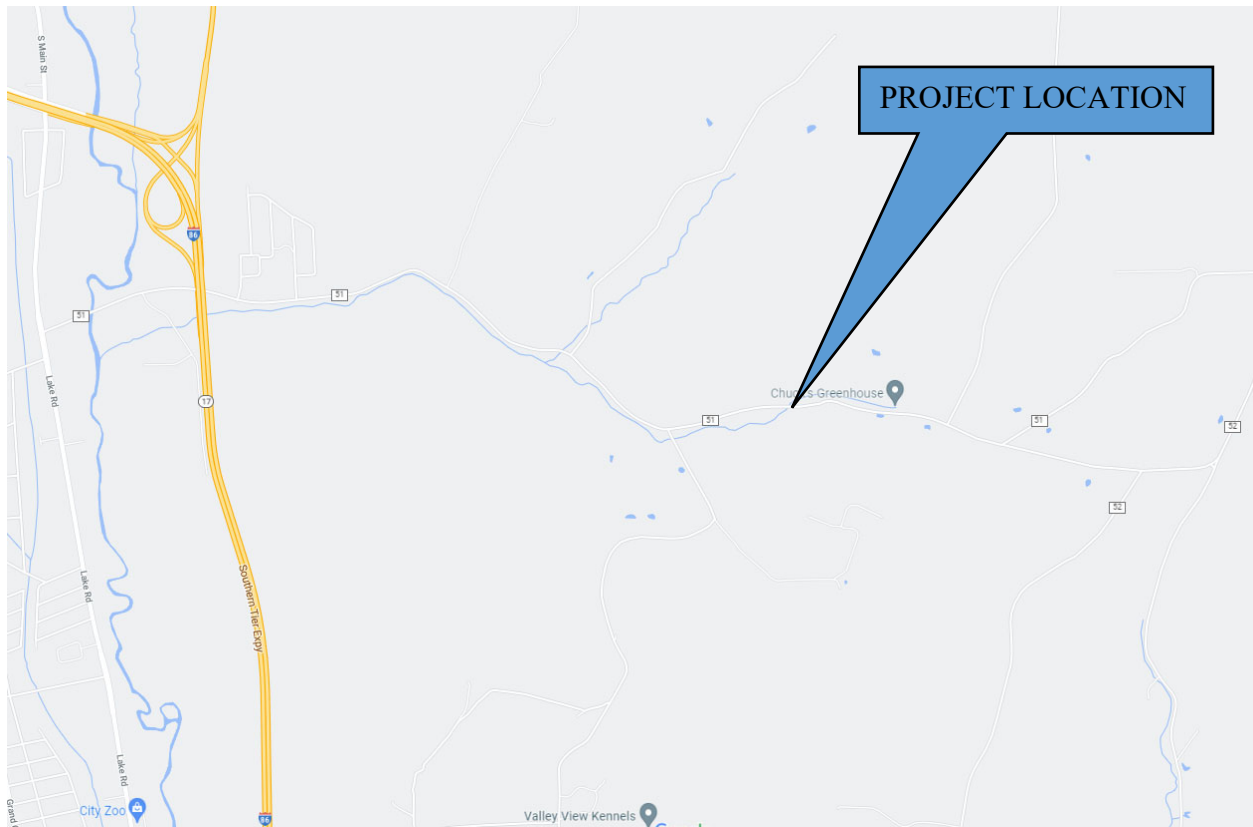
**REGIONAL LOCAL PROJECT LIAISON:** Roger A. Hogle  
**FUNCTIONAL AREA:** Region 6 Planning  
**PHONE:** 607.324.8515

**IPP PREPARED BY:** Roger A. Hogle      **DATE:** 2/14/2022

**PROJECT LOCATION MAP – COUNTY LEVEL**



## PROJECT LOCATION MAP



## PROJECT LOCATION MAP – STREET LEVEL





# **APPENDIX A**





## Chapter 18, Appendix A - CAPITAL PROJECTS COMPLETE STREETS CHECKLIST (18A-2)

<b>PIN:</b>	6755.52	<b>Project Location:</b>	County Route 51 (Lattabrook Road)
<b>Context:</b>	<input type="checkbox"/> Urban/Village <input type="checkbox"/> Suburban, or <input checked="" type="checkbox"/> Rural		
<b>Project Title:</b>	Lattabrook Road (CR51) over Latta Brook Bridge Replacement		
<b>STEP 1- APPLICABILITY OF CHECKLIST</b>			
1.1	Is the project located entirely on a facility where bicyclists and pedestrians are prohibited by law and the project does not involve a shared use path or pedestrian/bicycle structure? <i>If no, continue to question 1.2. If yes, stop here.</i>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
1.2	a. Is this project a 1R* Maintenance project? <i>If no, continue to question 1.3. If yes, go to part b of this question.</i> b. Are there opportunities on the 1R project to improve safety for bicyclists and pedestrians with the following Complete Street features? <ul style="list-style-type: none"> <li>Sidewalk curb ramps and crosswalks</li> <li>Shoulder condition and width</li> <li>Pavement markings</li> <li>Signing</li> </ul> <i>Document opportunities or deficiencies in the IPP and stop here.</i> <small>* Refer to Highway Design Manual (HDM) Chapter 7, Exhibit 7-1 "Resurfacing ADA and Safety Assessment Form" under ADA, Pavement Markings and Shoulder Resurfacing for guidance.</small>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  <input type="checkbox"/> Yes <input type="checkbox"/> No
1.3	Is this project a Cyclical Pavement Marking project? <i>If no, continue to question 1.4. If yes, review <a href="#">EI 13-021</a>* and identify opportunities to improve safety for bicyclists and pedestrians with the following Complete Streets features:</i> <ul style="list-style-type: none"> <li>Travel lane width</li> <li>Shoulder width</li> <li>Markings for pedestrians and bicyclists</li> </ul> <i>Document opportunities or deficiencies in the IPP and stop here.</i> <small>* EI 13-021, "Requirements and Guidance for Pavement Marking Operations - Required Installation of CARDS and Travel Lane and Shoulder Width Adjustments".</small>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
1.4	Is this a Maintenance project (as described in the "Definitions" section of this checklist) and different from 1.2 and 1.3 projects? <i>If no, continue to Step 2. If yes, the Project Development Team should continue to look for opportunities during the Design Approval process to improve existing bicycle and pedestrian facilities within the scope of project. Identify the project type in the space below and stop here.</i> <div style="border: 1px solid black; height: 40px; width: 100%;"></div>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>STEP 1 prepared by:</b> Roger A. Hogle, P.E. <b>Date:</b> 2/9/2022			
<b>STEP 2 - IPP LEVEL QUESTIONS (At Initiation)</b>			<b>Comment/Action</b>
2.1	Are there public policies or approved known development plans (e.g., community Complete Streets policy, Comprehensive Plan, MPO Long Range and/or Bike/Ped plan, Corridor Study, etc.) that call for consideration of pedestrian, bicycle or transit facilities in, or linking to, the project area? <i>Contact municipal planning office, Regional Planning Group and Regional Bicycle/Pedestrian Coordinator.</i>		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <div style="border: 1px solid black; padding: 5px;">           The Elmira-Chemung Transportation Council has a current long range plan for peds &amp; bikes.            Elmira-Chemung Transportation Plan2035         </div>

**Chapter 18, Appendix A - CAPITAL PROJECTS COMPLETE STREETS CHECKLIST (18A-3)**

2.2	Is there an existing or planned sidewalk, shared use path, bicycle facility, pedestrian-crossing facility or transit stop in the project area?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
2.3	<p>a. Is the highway part of an existing or planned State, regional or local bicycle route? <i>If no, proceed to question 2.4. If yes, go to part b of this question.</i></p> <p>b. Do the existing bicycle accommodations meet the minimum standard guidelines of <a href="#">HDM Chapter 17</a> or the AASHTO "Guide for the Development of Bicycle Facilities"? * <i>Contact Regional Bicycle/Pedestrian Coordinator</i></p> <p><small>* Per HDM Chapter 17- Section 17.4.3, Minimum Standards and Guidelines.</small></p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
2.4	Is the highway considered important to bicycle tourism by the municipality or region?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
2.5	Is the highway affected by special events (e.g., fairs, triathlons, festivals) that might influence bicycle, pedestrian or transit users? <i>Contact Regional Traffic and Safety</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
2.6	Are there existing or proposed generators within the project area ( <i>refer to the "Guidance" section</i> ) that have the potential to generate pedestrian or bicycle traffic or improved transit accommodations? <i>Contact the municipal planning office, Regional Planning Group, and refer to the CAMCI Viewer, described in the "Definitions" section.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
2.7	Is the highway an undivided 4 lane section in an urban or suburban setting, with narrow shoulders, no center turn lanes, and existing Annual Average Daily Traffic (AADT) < 15,000 vehicles per day? <i>If yes, consider a road diet evaluation for the scoping/design phase. Refer to the "Definitions" section for more information on road diets.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
2.8	Is there evidence of pedestrian activity (e.g., a worn path) and no or limited pedestrian infrastructure?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

**STEP 2** prepared by:  Date:

Bicycle/Pedestrian Coordinator has been provided an opportunity to comment: ☐ Yes ☒ No

**ATTACH TO IPP AND INCLUDE RECOMMENDATIONS FOR SCOPING/DESIGN.**

## Chapter 18, Appendix A - CAPITAL PROJECTS COMPLETE STREETS CHECKLIST (18A-4)

STEP 3 - PROJECT DEVELOPMENT LEVEL QUESTIONS (Scoping/Design Stage)			Comment/Action
3.1	Is there an identified need for bicycle/pedestrian/transit or "way finding" signs that could be incorporated into the project?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3.2	Is there history of bicycle or pedestrian crashes in the project area for which improvements have not yet been made?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3.3	Are there existing curb ramps, crosswalks, pedestrian traffic signal features, or sidewalks that don't meet ADA standards per <a href="#">HDM Chapter 18</a> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3.4	Is the posted speed limit is 40 mph or more and the paved shoulder width less than 4' (1.2 m) (6' in the Adirondack or other State Park)? Refer to <a href="#">EI 13-021</a> .	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3.5	Is there a perceived pedestrian safety or access concern that could be addressed by the use of traffic calming tools (e.g., bulb outs, raised pedestrian refuge medians, corner islands, raised crosswalks, mid-block crossings)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3.6	Are there conflicts among vehicles (moving or parked) and bike, pedestrian or transit users which could be addressed by the project?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3.7	Are there opportunities (or has the community expressed a desire) for new/improved pedestrian-level lighting, to create a more inviting or safer environment?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3.8	Does the community have an existing street furniture program or a desire for street appurtenances (e.g., bike racks, benches)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3.9	Are there gaps in the bike/pedestrian connections between existing/planned generators? Consider locations within and in close proximity of the project area. (Within 0.5 mi (800 m) for pedestrian facilities and within 1.0 mi (1600 m) for bicycle facilities.)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3.10	Are existing transit route facilities (bus stops, shelters, pullouts) inadequate or in inconvenient locations? (e.g., not near crosswalks) Consult with Traffic and Safety and transit operator, as appropriate	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3.11	Are there opportunities to improve vehicle parking patterns or to consolidate driveways, (which would benefit transit, pedestrians and bicyclists) as part of this project?	<input type="checkbox"/> Yes <input type="checkbox"/> No	

**Chapter 18, Appendix A - CAPITAL PROJECTS COMPLETE STREETS CHECKLIST (18A-5)**

<b>3.12</b>	Is the project on a “local delivery” route and/or do area businesses rely upon truck deliveries that need to be considered in design?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>3.13</b>	Are there opportunities to include green infrastructure which may help reduce stormwater runoff and/or create a more inviting pedestrian environment?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>3.14</b>	Are there opportunities to improve bicyclist operation through intersections and interchanges such as with the use of bicycle lane width and/or signing?	<input type="checkbox"/> Yes <input type="checkbox"/> No	

**STEP 3** prepared by:  Date:

Preparer's Supporting Documentation, Comments and Clarifications:

## **APPENDIX B**



# Smart Growth Screening Tool

PIN 6755.52

Prepared By: Roger A. Hogle, Region 6 Planning

## Smart Growth Screening Tool (STEP 1)

**NYSDOT & Local Sponsors** – Fill out the Smart Growth Screening Tool until the directions indicate to **STOP** for the project type under consideration. For all other projects, complete answering the questions. For any questions, refer to [Smart Growth Guidance](#) document.

Title of Proposed Project: East Water Street Rejuvenation

Location of Project: City of Elmira, Chemung County

Brief Description: Rehabilitation of the pavement and streetscape on E. Water Street from Clemens Center Parkway to Madison Avenue

### A. Infrastructure:

#### Addresses SG Law criterion a. –

(To advance projects for the use, maintenance or improvement of existing infrastructure)

1. Does this project use, maintain, or improve existing infrastructure?

Yes ☒

No ☐

N/A ☐

**Explain:** (use this space to expand on your answers above – the form has no limitations on the length of your narrative)

This is a bridge replacement project. The intent is to replace the bridge so as to maintain mobility on Lattabrook Road (County Route 51)

#### Maintenance Projects Only

a. Continue with screening tool for the four (4) types of maintenance projects listed below, as defined in **NYSDOT PDM Exhibit 7-1 and described in 7-4:**

<https://www.dot.ny.gov/divisions/engineering/design/dqab/pdm>

- ➡ Shoulder rehabilitation and/or repair;
- ➡ Upgrade sign(s) and/or traffic signals;



# Smart Growth Screening Tool

- Park & ride lot rehabilitation;
  - 1R projects that include single course surfacing (inlay or overlay), per Chapter 7 of the NYSDOT Highway Design Manual.
- b. For all other maintenance projects, **STOP here**. Attach this document to the programmatic [Smart Growth Impact Statement and signed Attestation](#) for Maintenance projects.

For all other projects (**other than maintenance**), continue with screening tool.

## B. Sustainability:

NYSDOT defines Sustainability as follows: A sustainable society manages resources in a way that fulfills the community/social, economic and environmental needs of the present without compromising the needs and opportunities of future generations. A transportation system that supports a sustainable society is one that:

- Allows individual and societal transportation needs to be met in a manner consistent with human and ecosystem health and with equity within and between generations.
- Is safe, affordable, and accessible, operates efficiently, offers choice of transport mode, and supports a vibrant economy.
- Protects and preserves the environment by limiting transportation emissions and wastes, minimizes the consumption of resources and enhances the existing environment as practicable.

For more information on the Department's Sustainability strategy, refer to Appendix 1 of the Smart Growth Guidance and the NYSDOT web site, [www.dot.ny.gov/programs/greenlites/sustainability](http://www.dot.ny.gov/programs/greenlites/sustainability)

(Addresses SG Law criterion j : to promote sustainability by strengthening existing and creating new communities which reduce greenhouse gas emissions and do not compromise the needs of future generations, by among other means encouraging broad based public involvement in developing and implementing a community plan and ensuring the governance structure is adequate to sustain and implement.)

1. Will this project promote sustainability by strengthening existing communities?

Yes ☐ No ☐ N/A ☒

2. Will the project reduce greenhouse gas emissions?

Yes ☐ No ☐ N/A ☒

**Explain:** (use this space to expand on your answers above)

This project will preserve mobility on Lattabrook Road (CR51), a traffic corridor that connects the Cities of Elmira Heights and Horseheads to eastern Chemung County. The project is expected to have no net direct effect on vehicle exhaust emissions.

# Smart Growth Screening Tool

## C. Smart Growth Location:

Plans and investments should preserve our communities by promoting its distinct identity through a local vision created by its citizens.

(Addresses SG Law criteria b and c: to advance projects located in municipal centers; to advance projects in developed areas or areas designated for concentrated infill development in a municipally approved comprehensive land use plan, local waterfront revitalization plan and/or brownfield opportunity area plan.)

1. Is this project located in a developed area?

Yes ☐ No ☒ N/A ☐

2. Is the project located in a municipal center?

Yes ☐ No ☒ N/A ☐

3. Will this project foster downtown revitalization?

Yes ☐ No ☐ N/A ☒

4. Is this project located in an area designated for concentrated infill development in a municipally approved comprehensive land use plan, waterfront revitalization plan, or Brownfield Opportunity Area plan?

Yes ☐ No ☐ N/A ☒

**Explain:** (use this space to expand on your answers above)

The project site is not in a Brownfield Opportunity Area.

## D. Mixed Use Compact Development:

Future planning and development should assure the availability of a range of choices in housing and affordability, employment, education transportation and other essential services to encourage a jobs/housing balance and vibrant community-based workforce.

(Addresses SG Law criteria e and i: to foster mixed land uses and compact development, downtown revitalization, brownfield redevelopment, the enhancement of beauty in public spaces, the diversity and affordability of housing in proximity to places of employment, recreation and commercial

# Smart Growth Screening Tool

development and the integration of all income groups; to ensure predictability in building and land use codes.)

1. Will this project foster mixed land uses?

Yes ☐ No ☐ N/A ☒

2. Will the project foster brownfield redevelopment?

Yes ☐ No ☐ N/A ☒

3. Will this project foster enhancement of beauty in public spaces?

Yes ☐ No ☐ N/A ☒

4. Will the project foster a diversity of housing in proximity to places of employment and/or recreation?

Yes ☐ No ☐ N/A ☒

5. Will the project foster a diversity of housing in proximity to places of commercial development and/or compact development?

Yes ☐ No ☐ N/A ☒

6. Will this project foster integration of all income groups and/or age groups?

Yes ☐ No ☐ N/A ☒

7. Will the project ensure predictability in land use codes?

Yes ☐ No ☐ N/A ☒

8. Will the project ensure predictability in building codes?

Yes ☐ No ☐ N/A ☒

**Explain:** (use this space to expand on your answers above)

This project is not located in a brownfield location and is unrelated to present or planned uses of the adjacent lands. The project will have no influence over local government land use regulation or building codes.

## E. Transportation and Access:

NYS DOT recognizes that Smart Growth encourages communities to offer a wide range of transportation options, from walking and biking to transit and automobiles, which increase people's access to jobs, goods, services, and recreation.

(Addresses SG Law criterion f: to provide mobility through transportation choices including improved public transportation and reduced automobile dependency.)

# Smart Growth Screening Tool

1. Will this project provide public transit?

Yes ☐ No ☐ N/A ☒

2. Will this project enable reduced automobile dependency?

Yes ☐ No ☐ N/A ☒

3. Will this project improve bicycle and pedestrian facilities (such as shoulder widening to provide for on-road bike lanes, lane striping, crosswalks, new or expanded sidewalks or new/improved pedestrian signals)?

Yes ☐ No ☐ N/A ☒

(Note: Question 3 is an expansion on question 2. The recently passed Complete Streets legislation requires that consideration be given to complete street design features in the planning, design, construction, reconstruction and rehabilitation, but not including resurfacing, maintenance, or pavement recycling of such projects.)

**Explain:** (use this space to expand on your answers above)

This project will not provide public transit and is not intended to influence choice of travel mode.

## F. Coordinated, Community-Based Planning:

Past experience has shown that early and continuing input in the transportation planning process leads to better decisions and more effective use of limited resources. For information on community based planning efforts, the MPO may be a good resource if the project is located within the MPO planning area.

(Addresses SG Law criteria g and h: to coordinate between state and local government and inter-municipal and regional planning; to participate in community based planning and collaboration.)

1. Has there been participation in community-based planning and collaboration on the project?

Yes ☒ No ☐ N/A ☐

2. Is the project consistent with local plans?

Yes ☒ No ☐ N/A ☐

3. Is the project consistent with county, regional, and state plans?

Yes ☒ No ☐ N/A ☐

# Smart Growth Screening Tool

4. Has there been coordination between inter-municipal/regional planning and state planning on the project?

Yes ☒ No ☐ N/A ☐

**Explain:** (use this space to expand on your answers above)

This project was first conceived to address the need for replacement of the bridge. It was proposed by Chemung County. This project does not conflict with existing transportation plans. This project is on the STIP.

## G. Stewardship of Natural and Cultural Resources:

Clean water, clean air and natural open land are essential elements of public health and quality of life for New York State residents, visitors, and future generations. Restoring and protecting natural assets, and open space, promoting energy efficiency, and green building, should be incorporated into all land use and infrastructure planning decisions.

(Addresses SG Law criterion d :To protect, preserve and enhance the State's resources, including agricultural land, forests surface and ground water, air quality, recreation and open space, scenic areas and significant historic and archeological resources.)

1. Will the project protect, preserve, and/or enhance agricultural land and/or forests?

Yes ☐ No ☐ N/A ☒

2. Will the project protect, preserve, and/or enhance surface water and/or groundwater?

Yes ☐ No ☐ N/A ☒

3. Will the project protect, preserve, and/or enhance air quality?

Yes ☐ No ☐ N/A ☒

4. Will the project protect, preserve, and/or enhance recreation and/or open space?

Yes ☐ No ☐ N/A ☒

5. Will the project protect, preserve, and/or enhance scenic areas?

Yes ☐ No ☐ N/A ☒

6. Will the project protect, preserve, and/or enhance historic and/or archeological resources?

Yes ☐ No ☐ N/A ☒

**Explain:** (use this space to expand on your answers above)

## Smart Growth Screening Tool

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The project location has no influence on forests or agricultural lands. The scope of this project will have no net influence on water quality. Open space and scenic areas will be unaffected. There will be no effect on cultural, historic or archaeological resources.

# Smart Growth Screening Tool

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## Smart Growth Impact Statement (STEP 2)

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**NYSDOT:** Complete a Smart Growth Impact Statement (SGIS) below using the information from the Screening Tool.

**Local Sponsors:** The local sponsors are **not** responsible for completing a Smart Growth Impact Statement. Proceed to **Step 3**.

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### Smart Growth Impact Statement

**PIN: 6755.52**

**Project Name: Lattabrook Road (CR51) over Latta Brook Bridge Replacement**

**BIN 3331360**

Pursuant to ECL Article 6, this project is compliant with the New York State Smart Growth Public Infrastructure Policy Act. This project has been determined to meet the relevant criteria, to the extent practicable, described in ECL Sec. 6-0107. Specifically, the project:

- ➡ Does not degrade community cohesion in this area.
- ➡ Preserves the existing transportation corridor without expansion.
- ➡ Preserves farmland by not intruding on existing farmlands.
- ➡ Does not promote rapid or dense population growth in the project area.
- ➡ Will not interfere with non-motorized/transit modes now operating in the project area.
- ➡ Conforms to the State and local transportation plans.

This publically supported infrastructure project complies with the state policy of maximizing the social, economic and environmental benefits from public infrastructure development. The project will not contribute to the unnecessary costs of sprawl development, including environmental degradation, disinvestment in urban and suburban communities, or loss of open space induced by sprawl.

# Smart Growth Screening Tool

## Review & Attestation Instructions (STEP 3)

**Local Sponsors:** Once the Smart Growth Screening Tool is completed, the next step is to submit the project certification statement (**Section A**) to Responsible Local Official for signature. After signing the document, the completed Screening Tool and Certification statement should be sent to NYSDOT for review as noted below.

**NYSDOT:** For state-let projects, the Screening Tool and SGIS is forwarded to Regional Director/ RPPM/Main Office Program Director or designee for review, and upon approval, the attestation is signed (**Section B.2**). For locally administered projects, the sponsor's submission and certification statement is reviewed by NYSDOT staff, the appropriate box (**Section B.1**) is checked, and the attestation is signed (Section B.2).

### A. CERTIFICATION (LOCAL PROJECT)

**I HEREBY CERTIFY**, to the best of my knowledge, all of the above to be true and correct.

Preparer of this document:

  
Signature

2/14/2022

Date

Regional Local Project Liaison  
Title

Roger A. Hogle, P.E.

Printed Name

Responsible Local Official (for local projects):

  
Signature

2/16/2022

Date

County Executive  
Title

Christopher J. Moss

Printed Name



# Smart Growth Screening Tool

## B. ATTESTATION (NYSDOT)

### 1. I HEREBY:

☒ Concur with the above certification, thereby attesting that this project is in compliance with the State Smart Growth Public Infrastructure Policy Act

☐ Concur with the above certification, with the following conditions (information requests, confirming studies, project modifications, etc.):

(Attach additional sheets as needed)

☐ do not concur with the above certification, thereby deeming this project ineligible to be a recipient of State funding or a subrecipient of Federal funding in accordance with the State Smart Growth Public Infrastructure Policy Act.

2. **NOW THEREFORE**, pursuant to ECL Article 6, this project is compliant with the New York State Smart Growth Public Infrastructure Policy Act, to the extent practicable, as described in the attached Smart Growth Impact Statement.

NYSDOT Commissioner, Regional Director, MO Program Director,  
Regional Planning & Programming Manager (or official designee):



02/14/2022

Signature

Date

Acting Regional Planning & Program Manager

TODD A. STAURING

Title

Printed Name

# Architectural/ Engineering Consultant Agreement

PIN 6755.52

Municipal Contract No. \_\_\_\_\_

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between

***CHEMUNG COUNTY DPW***

(municipal corporation)

having its principal office at 803 Chemung Street, Horseheads, NY (to be known throughout this document as the "**Sponsor**")

and

***BARTON & LOGUIDICE, D.P.C.***

with its office at 443 Electronics Parkway, Syracuse, New York 13088

(to be known throughout this document as the "**Consultant**")

**WITNESSETH:**

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this contract ***Latta Brook Road over Latta Brook Bridge Replacement*** (as described in detail in Attachment A annexed hereto, the "Project") the Sponsor has sought to engage the services of a Consultant Engineer) to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the Sponsor has selected the Consultant to perform such services in accordance with the requirements of this Contract; and

WHEREAS, the \_\_\_\_\_, is authorized to enter this Contract on behalf of the Sponsor,

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE 1. DOCUMENTS FORMING THIS CONTRACT**

This contract consists of the following:

■ Agreement Form - this document titled "Architectural/Engineering Consultant Agreement";

■ Attachment "A" - Project Description and Funding;

■ Attachment "B" – Scope of Services;

■ Attachment "C" - as applicable, Staffing Rates, Hours, Reimbursables and Fee.

## **ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS**

2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the Sponsor with plans, estimates and other services and deliverables more specifically described in Attachment "B".

2.2 The CONSULTANT shall ascertain the applicable practices of the Sponsor, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Contract shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".

2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the Sponsor.

## **ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT**

As full compensation for Consultant's work, services and expenses hereunder the Sponsor shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based on the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

■ 3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
Item I	<ul style="list-style-type: none"> <li>■ Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Contract, plus properly allocable partial salaries of all persons working part-time on this PROJECT.</li> <li>■ The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Sponsor.</li> <li>■ If, within the term of this Contract, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance</li> </ul>	<ul style="list-style-type: none"> <li>■ Actual cost incurred in the performance of this contract as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative.</li> <li>■ Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Contract, all subject to audit.</li> <li>■ Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Sponsor.</li> </ul>	<ul style="list-style-type: none"> <li>■ The CONSULTANT shall be paid in <i>monthly</i> progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C.</li> <li>■ Bills are subject to approval of the Sponsor and Sponsor's Representative.</li> </ul>
Item II	Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Contract; all subject to audit.	All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.	
Item III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Sponsor at the completion of the work or at the option of the Sponsor.	Salvage value	

■ 3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
Item IV	<ul style="list-style-type: none"> <li>Overhead Allowance based on actual allowable expenses incurred during the term of this Contract, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations (FAR), sub-part 1-31.2 as modified by sub-part 1-31.105, and applicable policies and guidelines of the Sponsor, NYSDOT and FHWA.</li> <li>For the purpose of this Contract, an accounting period shall be the CONSULTANT's fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the Sponsor for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this Item.</li> </ul>	<ul style="list-style-type: none"> <li>The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE, and shall be a FAR compliant rate initially established as <u>172%</u>, in all events not to exceed <u>182%</u>, subject to audit.</li> </ul>	
Item V	<ul style="list-style-type: none"> <li>Negotiated Lump Sum Fixed Fee.</li> <li>Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.</li> </ul>	<ul style="list-style-type: none"> <li>A negotiated Lump Sum Fee which in this CONTRACT shall equal <u>\$16,500.</u></li> </ul>	
Item VI	The Maximum Amount Payable under this Contract including Fixed Fees unless this contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	Maximum Amount Payable under this Method shall be <u>\$225,000.</u>	

#### **ARTICLE 4. INSPECTION**

The duly authorized representatives of the Sponsor, and on Federally aided projects, representatives of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION and the FEDERAL HIGHWAY ADMINISTRATION, shall have the right at all times to inspect the work of the CONSULTANT.

#### **ARTICLE 5. AUDITS**

5.1 Payment to the Consultant is subject to the following audit rights of the Sponsor:

A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e. labor, direct non-salary, overhead, and fee.

B. For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.

c. For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.

5.2 In order to enable the Sponsor to process the final payment properly and expeditiously, the CONSULTANT is advised that all of the following documents and submissions, as the same may be appropriate to this contract, are considered to be necessary to enable the commencement of the audit.

- II. Records of Direct Non-Salary Costs;
- III. Copies of any subcontracts relating to said contract;
- IV. Location where records may be examined; and
- V. Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

#### **ARTICLE 6. FINAL PAYMENT**

6.1 The Sponsor will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.

6.2 The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the Sponsor from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Contract or for any part thereof except as otherwise provided herein.

#### **ARTICLE 7. EXTRA WORK**

7.1 Consultant's performance of this Contract within the compensation provided shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify the Sponsor of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the Sponsor on a monthly basis or such alternative interval as the Sponsor directs in writing.

7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Contract and constitutes extra work, the CONSULTANT shall promptly notify the Sponsor, in writing, of this fact prior to beginning any of the work. The Sponsor shall be the sole judge as to whether or not such work is in fact beyond the scope of this Contract and constitutes extra work. In the event that the Sponsor determines that such work does constitute extra work, the Sponsor shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT CONTRACT, providing the compensation and describing the work authorized, shall be prepared and issued by the Sponsor. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Sponsor to the CONSULTANT for execution after approvals have been obtained from necessary Sponsor officials, and, if required from the Federal Highway Administration.

7.3 In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the Sponsor all assistance required by the Sponsor. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Contract for the additional services above described, the Sponsor's directions shall be exercised by the issuance of a separate Contract, if necessary.

#### **ARTICLE 8. CONSULTING LIABILITY**

The CONSULTANT shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the CONSULTANT, his subcontractors, agents or employees in the performance of his service under this Contract.

Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the Sponsor from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the CONSULTANT under this Contract, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Contract shall create or give to third parties any claim or right of action against the Sponsor beyond such as may legally exist irrespective of this Article or this Contract.

The CONSULTANT shall procure and maintain for the duration of the work for such project(s), Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000) per project, issued to and covering damage for liability imposed on the CONSULTANT by this Contract or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Contract. The CONSULTANT shall supply any certificates of insurance required by the Sponsor and adhere to any additional requirements concerning insurance.

#### **ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE**

This contract shall be void and of no effect unless the CONSULTANT shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this contract, such employees as are necessary to be insured in compliance with the provisions of the Workman's Compensation Law of the State of New York.

The CONSULTANT shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this contract. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this contract in the sum of at least \$1,000,000.00 (One Million dollars) each.

The CONSULTANT shall furnish a certified copy of said policies to the Sponsor at the time of execution of this contract.

#### **ARTICLE 10. INTERCHANGE OF DATA**

All technical data in regard to the PROJECT existing in the office of the Sponsor or existing in the offices of the CONSULTANT shall be made available to the other party to this Contract without expense to such other party.

#### **ARTICLE 11. RECORDS RETENTION**

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The Sponsor, State, Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of THE CONSULTANT within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

#### **ARTICLE 12. DAMAGES AND DELAYS**

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Sponsor may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Sponsor of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising his rights under ARTICLE 7 of this contract.

#### **ARTICLE 13. TERMINATION**

The Sponsor shall have the absolute right to terminate this Contract, and such action shall in no event be deemed a breach of contract:

- A. for convenience of the Sponsor - if a termination is brought about for the convenience of the Sponsor and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.
- B. for cause - if the termination is brought about as a result of the Sponsor's determination of unsatisfactory performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to the Sponsor, of the total amount of work contemplated by the PROJECT CONTRACT.



#### **ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT**

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Contract, and the Sponsor shall make all payments due to him, her or them.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the Sponsor or his duly authorized representative. In case of the failure of the CONSULTANT's successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the Sponsor for any damages it may sustain by reason thereof. Upon the delivery of all such data to the Sponsor, the Sponsor will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

#### **ARTICLE 15. CODE OF ETHICS**

The CONSULTANT specifically agrees that this Contract may be canceled or terminated if any work under this Contract is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

#### **ARTICLE 16. INDEPENDENT CONTRACTOR**

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Sponsor by reason hereof, and that he 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 Sponsor, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

#### **ARTICLE 17. COVENANT AGAINST CONTINGENT FEES**

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Sponsor shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### **ARTICLE 18. TRANSFER OF AGREEMENT**

The CONSULTANT specifically agrees, that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Contract or of his right, title or interest therein, or his power to execute such Contract, to any other person, company or corporation, without the previous consent in writing of the Sponsor.

If this provision is violated, the Sponsor may revoke and annul the Contract and the Sponsor shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Contract without such consent in writing of the Sponsor.

## ARTICLE 19. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the Sponsor a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

## ARTICLE 20. SUBCONTRACTORS/ SUBCONSULTANTS

All SUBCONTRACTORS and SUBCONSULTANTS performing work on this project shall be bound by the same required contract provisions as the CONSULTANT. All agreements between the CONSULTANT and a subcontractor or other SUBCONSULTANT shall include all standard required contract provisions, and such agreements shall be subject to review by the Sponsor.

**ARTICLE 20.1 PROMPT PAYMENT.** While federal regulation ([49 CFR 26.29](#)<sup>1</sup>) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment from the public owner/sponsor, and provides for interest on late payments for all public works contracts. Contract provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

## ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Contract, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

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<sup>1</sup> <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=936406b1c92895795069232a53fb110f&rqn=div8&view=text&node=49:1.0.1.1.20.2.18.5&idno=49>

## **ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing this Contract to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be, included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

## **ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT**

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the Sponsor may in certain circumstances, provide compensation for such work.
- B. Neither the Sponsor's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the Sponsor in accordance with applicable law for all damages to the Sponsor caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this contract.
- C. The rights and remedies of the Sponsor provided for under this contract are in addition to any other rights and remedies provided by law.
- D. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

## **ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS**

The CONSULTANT agrees to comply with all applicable Federal, State and Sponsor Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, CONSULTANT agrees that neither it nor its SUBCONSULTANTS shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. CONSULTANT is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

## **ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.5(c)**

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

- a. an existing contract for the PROJECTs ROW incidental work or construction engineering; or
- b. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the CONSULTANT from being awarded a future contract covering the work describe in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

## **ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS** *(unless more restrictive municipal laws apply)*

For all contracts other than personal services in excess of \$5,000, the CONSULTANT shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of \$20,000 except printing contracts in excess of \$10,000, the CONSULTANT shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The CONSULTANT shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the invitation to submit a quote/bid.

## **ARTICLE 27. WAGE AND HOURS PROVISIONS**

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither CONSULTANT's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, CONSULTANT and its subconsultants must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

## **ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION**

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the CONSULTANT agrees, as a material condition of the contract, that neither the CONSULTANT nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such CONSULTANT, or any of the aforesaid affiliates of CONSULTANT, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Sponsor and the New York State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (see 2 NYCRR 105.4).

## **ARTICLE 29. SERVICE OF PROCESS**

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), CONSULTANT hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon CONSULTANT's actual receipt of process or upon the Sponsor's receipt of the return thereof by the United State Postal Service as refused or undeliverable. CONSULTANT must promptly notify the Sponsor, in writing, of each and every change of address to which service of process can be made. Service by the Sponsor to the last known address shall be sufficient. CONSULTANT will have thirty (30) calendar days after service hereunder is complete in which to respond.

**ARTICLE 30. DISPOSITION OF PLANS, ESTIMATES AND OTHER DATA.** At the time of completion of the work, the CONSULTANT shall make available to the Sponsor all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project which material at all times shall be the property of the Sponsor. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the CONSULTANT shall make available to the Sponsor all the aforementioned engineering data and material. All original tracings of maps and other engineering data furnished to the Sponsor by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT. All plans, estimates and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the Sponsor.

**ARTICLE 31. MUNICIPAL ADVISOR SERVICES ARE EXCLUDED.** The services to be provided by CONSULTANT under this Contract do not include advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by CONSULTANT are understood by the parties to this Contract to be strictly engineering opinions, advice, information or recommendations. CONSULTANT is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Contract should determine independently whether they require the services of a municipal advisor.

IN WITNESS WHEREOF, the parties have duly executed this Contract effective the day and year first above written.

Reference: Sponsor Contract # \_\_\_\_\_

Chemung County DPW	Barton & Loguidice, D.P.C.
by: _____	by: <u>Matthew J. Schooley</u>
Date: _____	Date: June 10, 2022

STATE OF NEW YORK

ss:

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the \_\_\_\_\_, New York; that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Sponsor.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, N.Y.

STATE OF NEW YORK

ss:

COUNTY OF Onondaga

On this 10th day of June, 2022 before me, Matthew J. Schooley personally appeared to me known, who, being by me duly sworn, did depose and say; that he resides in the Town of Aurelius, New York; that he is the Principal of Barton & Loguidice, D.P.C., the corporation described in and which executed the foregoing instrument; that he is the authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his position as a duly authorized representative of Consultant.

Jody J. Balduzzi  
Notary Public, State of New York  
No. 01BA6234753  
Qualified in Onondaga County  
Commission Expires 1/24/2023

Jody J. Balduzzi  
Notary Public, Onondaga County, N.Y.

**Attachment A**  
**Architectural/ Engineering Consultant Contract**  
**Project Description and Funding**

PIN: 6755.52  
BIN: 3331360

*Term of Agreement Ends: December 31, 2024*

- ☒ Main Agreement    ☐ Amendment to Contract [add identifying #]  
☐ Supplement to Contract [add identifying #]

***Phase of Project Consultant to work on:***

- ☒ P.E./Design    ☐ ROW Incidentals    ☐ ROW Acquisition  
☐ Construction, C/I, & C/S

Dates or term of Consultant Performance:

Start Date: June 9, 2022

Finish Date: December 31, 2024

***PROJECT DESCRIPTION:***

***Latta Brook Road over Latta Brook Bridge Replacement***

Project Location:

***Town of Horseheads***  
***Chemung County, NY***

Consultant Work Type(s): See Attachment B for more detailed Scope of Services.

**MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:**

**\$225,000**

**Footnotes:**

**ATTACHMENT B**  
**Architectural/ Engineering Consultant Contract**  
**Scope of Services**  
**or**  
**Task List**



## Section 1 - General

### 1.01 Project Description and Location

This project is known as: Latta Brook Road over Latta Brook Bridge Replacement

PIN: 6755.52

Project Description: BIN 3331360

Project Limits: The project includes replacement of the existing structure carrying Latta Brook Road and approximately 100 feet of road reconstruction on both approaches.

Sponsor(ies): Chemung County

Town: Horseheads

County: Chemung

All work performed by the **Consultant** at the **Consultant's** initiative must be within the current project limits specified above.

### 1.02 Project Manager

The **Sponsor's** Project Manager for this project shall be Carl Martel, P.E., who can be reached at (607) 739-3896.

All correspondence to the **Sponsor** should be addressed to:

Chemung County DPW  
803 Chemung Street,  
Horseheads, NY 14845

The Project Manager should receive copies of all project correspondence directed other than to the **Sponsor**.

### 1.03 Project Classification

This project is assumed to be a Class II action under USDOT Regulations, 23 CFR 771.

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be Type II.

## 1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 2	Data Collection & Analysis
Section 3	Preliminary Design
Section 4	Environmental
Section 5	Right-of-Way
Section 6	Detailed Design
Section 7	Advertising, Bid Opening and Award
Section 8	Construction Support ( <b>By Supplemental Agreement</b> )
Section 9	Construction Inspection ( <b>By Supplemental Agreement</b> )
Section 10	Estimating & Technical Assumptions

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Sponsor** with reports, plans, estimates, and other data specifically described in Sections 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10.

## 1.05 Project Familiarization

The **Sponsor** will provide the **Consultant** with the following information:

- Approved project initiation document (Initial Project Proposal, Bridge NY application or similar documentation) indicating project type, project location, cost estimate, schedule, and fund source(s).
- Transportation needs.
- Plans for future related transportation improvements or development in the area of the project.
- Traffic data.
- Accident records and history.
- Most recent bridge inspection and condition report, NYSDOT weighted-average bridge condition rating, FHWA sufficiency rating, and NYSDOT Bridge Management System rating.
- Record as-built plans (if available)
- Pavement history.
- Anticipated permits and approvals (initial determination).
- Terrain data requirements for design.
- Available project studies and reports.
- Other relevant documents pertaining to the project.

The **Consultant** will become familiar with the project before starting any work. This includes a thorough review of all supplied project information and a site visit to become familiar with field conditions.

## 1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the Sponsor's Project Manager. Meetings may be held to:

- Present, discuss, and receive direction on the progress and scheduling of work in this contract.
- Present, discuss, and receive direction on project specifics.
- Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.
- Preview visual aids for public meetings.
- Manage subconsultants and subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

## 1.07 Cost and Progress Reporting

For the duration of this contract, the **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Progress Report in a format approved by the **Sponsor**. The Progress Report must contain the "Cost Control Report". The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Sponsor**, this task will not be performed during the suspension period). The **Consultant** will update the project schedule on a monthly basis and provide the updated schedule to the **Sponsor**.

## 1.08 Policy and Procedures

- The design of this project will be progressed in accordance with the current version of the [NYSDOT Local Projects Manual \(LPM\)](#) including the latest updates.
- If there are conflicts between local policies and procedures and those listed in the *LPM* those listed in the *LPM* take precedence.

## 1.09 Standards & Specifications

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions.

## 1.10 Subconsultants

The **Consultant** will be responsible for:

- Coordinating and scheduling work, including work to be performed by subconsultants.
- Technical compatibility of a subconsultant's work with the prime consultant's and other subconsultants' work.

## 1.11 Subcontractors

Procurement of subcontractors must be in accordance with the requirements set forth in the *NYSDOT LPM*.

## Section 2 - Data Collection & Analysis

### 2.01 Design Survey

#### A. Ground Survey

The **Consultant** will provide terrain data required for design by means of a topographic field survey. Topographic survey will include locating all prominent features within 50 feet of the centerline of the roadway, for a distance of 150 feet on either side of the bridge, plus edge of pavement and centerline shots for 200 feet past this limit in either direction.

#### B. Stream Survey

The **Consultant** will perform field survey necessary to develop stream cross sections for the hydraulic analysis of Latta Brook. The location and width of the sections will be sufficient to satisfactorily perform a hydraulic analysis of the named stream.

- 500' Downstream
- 400' Downstream
- 300' Downstream
- 200' Downstream
- 100' Downstream
- 100' Upstream
- 200' Upstream
- 300' Upstream
- 400' Upstream
- 500' Upstream

#### C. Survey of Wetland Boundaries

The **Consultant** will perform the field survey necessary to accurately locate delineated wetland boundaries. This survey should be performed as soon after delineation as possible.

#### D. Supplemental Survey

The **Consultant** will provide supplemental survey when needed for design purposes and to keep the survey and mapping current.

#### E. Standards

Survey will be done in accordance with the standards set forth in the [\*NYS DOT Land Surveying Standards and Procedures Manual\*](#) and in accordance with local standards described in Section 10 of the SOS.

## 2.02 Design Mapping

The **Consultant** will provide the following design mapping:

- 1:20 scale mapping with 1.0 foot contour intervals.

The **Consultant** will provide supplemental mapping when needed for design purposes and to keep the mapping current.

## 2.03 Determination of Existing Conditions

The **Consultant** will determine, obtain or provide all information needed to accurately describe in pertinent project documents the existing conditions within and adjacent to the project limits.

## 2.04 Accident Data and Analysis

The **Sponsor** will provide accident records for the last three years for roads within the project limits plus one-tenth of a mile immediately outside of the project limits.

The **Consultant** will prepare collision diagrams and associated summary sheets, and note any clusters of accidents or patterns implying inadequate geometrics, or other safety problems, within the project limits. ***It is anticipated that an accident analysis will not be required.***

## 2.05 Traffic Counts

The **Sponsor** will provide traffic count data for existing conditions, growth factors for forecasting, and forecast data, in accordance with the requirements noted in the [NYSDOT Traffic Monitoring Standards for Contractual Agreements Manual](#).

The **Consultant** will provide flow diagrams for appropriate peak periods (e. g., am, noon, and pm) showing existing and design year volumes on the mainline, on each approach of all intersections, and at major traffic generators. ***It is anticipated that flow diagrams will not be required.***

## 2.06 Capacity Analysis

The **Consultant** will perform capacity analyses using the latest version of the Transportation Research Board's *Highway Capacity Manual* at mainline and intersection locations within the project limit to determine:

- Existing level of service.
- Design year level of service.
- Estimates of the duration of the poor level of service where it occurs during commuter travel periods.

The **Consultant** will develop project travel speed and delay estimates for the peak hour and average hour for:

- Existing traffic conditions.
- Design year traffic for the null alternative.

## 2.07 Future Plans for Roadway and Coordination with Other Projects

The **Sponsor** will provide a brief written statement specifying whether or not plans exist to reconstruct or widen the highway segments immediately adjacent to the project within the next twenty years.

The **Sponsor** will determine the influence, if any, of other existing or proposed projects or proposed developments in the vicinity of this project (e.g., whether a nearby highway widening would influence this project's design traffic volumes).

The **Sponsor** will provide all necessary information pertaining to the other projects or developments.

## 2.08 Soil Investigations

The **Consultant** will determine the boring locations, diameters, and sampling intervals; designate soil boring numbers; stake out the locations; take the soil borings; document the resulting subsurface information; and survey and map the actual boring locations.

## 2.09 Hydraulic Analysis

The **Consultant** will perform a hydraulic analysis in accordance with the principles outlined in the [Section 3.2.3 of the NYSDOT Bridge Manual](#).

## 2.10 Bridges To Be Rehabilitated (Not Applicable)

### A. Inspection

The **Consultant** will perform a field inspection of each bridge to determine its condition, to establish the rehabilitation work necessary, and to prepare a Level I load rating. The intent is to supplement the inspection done as part of NYSDOT's on-going bridge inspection program, not to duplicate it.

The **Consultant** will perform and document the findings of an in-depth inspection of each bridge in accordance with the current AASHTO "Manual for Condition Evaluation of Bridges."

### B. Bridge Deck Evaluation

For Bridges in which the deck will be rehabilitated, the Consultant will perform a bridge deck evaluation in accordance with [NYSDOT Bridge Deck Evaluation Manual](#)<sup>1</sup> and [NYSDOT Bridge Inspection Manual](#).<sup>2</sup>

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<sup>1</sup>[https://www.dot.ny.gov/divisions/engineering/structures/repository/manuals/br\\_deck\\_manual/bridge\\_deck\\_eval\\_manual\\_1992.pdf](https://www.dot.ny.gov/divisions/engineering/structures/repository/manuals/br_deck_manual/bridge_deck_eval_manual_1992.pdf)

<sup>2</sup> <https://www.dot.ny.gov/divisions/engineering/structures/manuals/bridge-inspection>

### C. Load Rating of Existing Bridge

The **Consultant** will perform a Level 1 load rating of each existing bridge in accordance with NYSDOT's *Uniform Code of Bridge Inspection*. Immediately upon completion, the **Consultant** will transmit two copies of the load rating calculations and summary sheets to the **Sponsor** and the Regional Local Projects Liaison for filing.

### D. Fatigue Evaluation

The **Consultant** will analyze, in accordance with the current AASHTO *Guide Specification for Fatigue Evaluation of Existing Bridges*, those metal structural elements which will or may be retained in the rehabilitated bridge. Where this guide specification does not apply (e.g., severe corrosion, mechanical damage, repaired fatigue damage, wrought iron instead of steel, etc.), the **Consultant** will develop an appropriate approach for comprehensive fatigue evaluation while maintaining close coordination with the **Sponsor** for guidance and input. The **Consultant** will then conduct the evaluation accordingly.

For situations where the calculated remaining safe life is less than the planned remaining service life, the **Consultant** will develop various conceptual strategies to improve fatigue performance and/or safely manage the risk. The **Consultant** will prepare and submit to the **Sponsor** a technical memorandum documenting the relative advantages, disadvantages, and approximate costs of each strategy along with specific recommendations.

The **Sponsor** will determine the strategy to be adopted.

For situations where the calculated remaining safe life is equal to or greater than the planned remaining service life, the **Consultant** will prepare and submit to the **Sponsor** a technical memorandum documenting the results of the fatigue evaluation.

## Section 3 - Preliminary Design

### 3.01 Design Criteria

The **Consultant** will identify the applicable design standards to be used for this project, and will establish project-specific design criteria in accordance with the [NYSDOT Project Development Manual](#).

The **Sponsor** will approve the selected project design criteria and will obtain NYSDOT concurrence (either by a written submission or at a meeting).

Based on the selected design criteria, the **Consultant** will identify all existing non-standard features that are within and immediately adjacent to the project limits. Non-standard features that correlate with a high accident rate will be noted.

### 3.02 Development of Alternatives

#### A. Selection of Design Alternative(s)

The **Consultant** will identify and make rudimentary evaluations of potential design alternative concepts that would meet the **Sponsor's** defined project objectives. These evaluations are not to be carried beyond the point of establishing the feasibility of each concept as a design alternative; only those significant environmental and geometric design constraints that bear on the feasibility should be identified.

For each concept and alignment, the **Consultant** will prepare rudimentary sketches of plan, profile, and typical section views which show:

- **On plan:** proposed centerlines; pavement edges; curve radii and termini; and existing ROW limits.
- **On profile:** theoretical grade lines; critical clearances; vertical curve data; grades; and touchdown points.
- **On typical section:** lane, median, and shoulder widths; ditches; gutters; curbs; and side slopes.
- **Where necessary:** important existing features.
- **Where pertaining to feasibility:** significant environmental and geometric design constraints, labeled as such.

These sketches will include only the minimum information needed to select design alternatives to be studied in further detail.

The **Consultant** will meet with the **Sponsor** to discuss the concepts, using the sketches as discussion aids to describe the relative order-of-magnitude costs, advantages, disadvantages, and problem areas of each. From these concepts the **Sponsor** will select one, or in some cases more, design alternative(s) for further development.



## B. Detailed Evaluations of Alternative(s)

The **Consultant** will further evaluate each design alternative and the null alternative with specific engineering analyses and considerations. Analyses will be conceptual and limited to determining the relative suitability of each design alternative, and will include:

- Design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per the [NYSDOT Highway Design Manual](#).
- Environmental constraints and potential environmental impact mitigation measures (identified under Section 4 tasks).
- Traffic flow and safety considerations, including signs, signals, and level of service analysis for intersections.
- Pavement.
- Structures, including bridges, retaining walls, major culverts, and building alterations (limited to establishing basic concepts, accommodating clearances and stream flow, and estimating costs). Bridge investigative work (inspection, deck coring, etc.) is covered under Section 2.
- Drainage.
- Maintenance responsibility.
- Maintenance and protection of traffic during construction.
- Soil and foundation considerations.
- Utilities.
- Railroads.
- Right-of-way acquisition requirements.
- Conceptual landscaping (performed by a Registered Landscape Architect).
- Accessibility for pedestrians, bicyclists and the disabled.
- Lighting
- Construction cost factors.

The **Consultant** will prepare the following drawings for each design alternative analyzed:

- 1:20 plans showing (as a minimum) stationing centerlines; roadway geometrics; major drainage features; construction limits; cut and fill limits; and proposed right-of-way acquisition lines.
- Profiles, at a scale of 1:20 horizontal and 1:40 (maximum) vertical, showing (as a minimum) the vertical datum reference; significant elevations; existing ground line; theoretical grade line; grades; vertical curve data including sight distances; critical clearances at structures; centerline stations and equalities; construction limits; and superelevation data.
- Typical sections showing (as a minimum) lane, median, and shoulder widths, bridge rails; guide rails; ditches; gutters; curbs; and side slopes.

### 3.03 Cost Estimates

The **Consultant** will develop, provide, and maintain a cost estimate for each design alternative.

The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes.

### 3.04 Preparation of Draft Design Approval Document

For this project the Design Approval Document (DAD) will be an **Initial Project Proposal/Final Design Report (IPP/FDR)**.

The **Sponsor** will make all determinations not specifically assigned to the **Consultant** which are needed to prepare the Draft DAD.

The **Consultant** will prepare a DAD, which will include the results of analyses and/or studies performed in other Sections of this document. The DAD will be formatted as specified in the NYSDOT [\*Project Development Manual \(PDM\)\*](#).

The **Consultant** will submit 2 copies of the DAD to the **Sponsor** for review. The **Sponsor** will review the DAD and provide the **Consultant** with review comments. The **Consultant** will revise the DAD to incorporate the comments.

### 3.05 Advisory Agency Review

The **Consultant** will provide the **Sponsor** with one copy of the signed DAD for distribution to advisory agencies.

The **Consultant** will distribute the DAD to the advisory agencies.

The **Consultant** will assist the **Sponsor** in evaluating and preparing individual responses to the review comments received.

### 3.06 Public Information Meeting and/or Public Hearing

#### A. Public Information Meeting

The **Consultant** will assist the **Sponsor** at one public information meeting with advisory agencies, local officials, and citizens, at which the **Consultant** will provide visual aids and present a technical discussion of the alternatives.

The **Sponsor** will arrange for the location of a public information meeting. The **Consultant** will assist the **Sponsor** with appropriate notification.

The **Consultant** will assist the **Sponsor** with appropriate notification and will produce, modify as necessary, and provide 30 copies of an informational brochure for distribution.

### 3.07 Preparation of Final Design Approval Document

The **Sponsor** will obtain all necessary approvals and concurrences, and will publish all applicable legal notices with assistance from the **Consultant**.

The **Consultant** will prepare the Design Recommendation, and will modify the DAD to include the Design Recommendation, re-title the DAD in accordance with the *PDM* Manual, and update existing conditions and costs as necessary. The **Consultant** will incorporate changes resulting from the advisory agency review and all public information meetings and public hearings.

The **Consultant** will submit one (1) copy of the Final DAD to the **Sponsor** for review. The **Sponsor** will review the Final DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Final DAD to incorporate the comments. The **Consultant** will send one copy to the Sponsor.

The **Sponsor** will submit one (1) copies of the Final DAD to NYSDOT for a Final Environmental Determination. NYSDOT will make the determination or obtain FHWA's determination. If necessary, NYSDOT will transmit the Final DAD to FHWA for final review and concurrence. The **Consultant** will again revise the Final DAD to incorporate changes (assumed minor) resulting from the NYSDOT and/or FHWA review.

The **Sponsor** will grant or obtain, from or through the NYSDOT, Design Approval.

## Section 4 - Environmental

### 4.01 NEPA Classification

The **Consultant** will verify the anticipated NEPA Classification.

If the project is assumed to be a Class II action, then the **Consultant** will complete the FEA, and forward the completed checklist to the **Sponsor** for forwarding to the NYSDOT (with the Final DAD) for a final NEPA determination.

This project is assumed to be a categorical exclusion.

The Lead Agency for NEPA is the Federal Highway Administration (FHWA).

### 4.02 SEQRA Classification

The **Consultant** will assist the **Sponsor** in complying with SEQRA (6 NYCRR Part 617). The **Sponsor** is the Lead Agency. Consultant tasks may include, but are not limited to:

- Drafting letters to involved agencies to determine the lead agency.
- Drafting Environmental Assessment Form(s).
- Drafting a negative declaration.
- Drafting a positive declaration.
- Drafting notices.

The **Consultant** will document the results of SEQRA processing in the body of the Design Approval Document (DAD) and will include documentation of the final SEQRA determination in the Appendix of the DAD.

### 4.03 Smart Growth

The **Consultant** will complete the Smart Growth Checklist developed by NYSDOT to measure whether and to what extent a project conforms to the principles and objectives of Smart Growth and submit same to the Sponsor for attestation. (New York State's Smart Growth policy was adopted by amendment to the State Highway Law and is intended to minimize the "unnecessary cost of sprawl development." It requires public infrastructure projects to undergo a consistency evaluation and attestation using established Smart Growth Infrastructure Criteria. The consistency evaluation is measured with the Smart Growth checklist which can be found in the Chapter 7 Appendices on the LPM Manual website.)

### 4.04 Screenings and Preliminary Investigations

The **Consultant** will screen and perform preliminary investigations to determine potential impacts resulting from the design alternative(s) for:

- General Ecology and Endangered Species
- Surface Water
- Ground Water
- State Wetlands
- Federal Jurisdictional Wetlands

- Floodplains
- Coastal Zone Management
- Navigable Waterways
- Historic and/or Archaeological Resources
- Parks
- Hazardous Waste
- Asbestos
- Noise
- Air Quality
- Energy
- Farmland and/or Agricultural Districts
- Invasive Species
- Visual Impacts
- Critical Environmental Areas
- Complete Streets
- Environmental Justice
- Natural Landmarks
- Coast Guard Bridge Permit

Work will be performed, as summarized in the LPM Manual and detailed in the PDM and the TEM, to determine whether further detailed analysis or study is required. The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the DAD.

#### 4.05 Detailed Studies and Analyses

Based on the work performed in Section 4.03, the **Consultant** will determine whether detailed analysis or study is required. Prior to commencing such detailed study or analysis, the **Sponsor** must concur with the **Consultant's** determination.

Detailed study or analysis work will be performed and documented as detailed in the LPM Manual, as well as in the PDM and the TEM. Results of the detailed study or analysis will be summarized in the appropriate section of the DAD.

Detailed study or analysis will be done for:

- A. General Ecology and Endangered Species
- ~~B. Ground Water~~
- ~~C. Surface Water~~
- ~~D. State Wetlands~~
- ~~E. Federal Wetlands~~
- ~~F. Floodplains~~
- ~~G. Coastal Zone Management~~
- ~~H. Historic Resources and/or Archaeological Resources~~
- ~~I. Parks – Section 4(f) and Section 6(f) Evaluations~~
- J. Hazardous Waste
- K. Asbestos
- ~~L. Noise~~
- ~~M. Air Quality~~
- ~~N. Energy~~
- ~~O. Farmlands and/or Agricultural Districts~~

~~P. Invasive Species~~  
~~Q. Visual Impacts~~  
~~R. Critical Environmental Areas~~  
~~S. Complete Streets~~  
~~T. Environmental Justice~~  
~~U. Natural Landmarks~~  
~~V. Coast Guard Bridge Permit~~

#### 4.06 Permits and Approvals

The **Consultant** will obtain all applicable permit(s) and certification, including but not necessarily limited to:

- Article 24 Freshwater Wetlands Permit
- Article 25 Tidal Wetlands Permit
- FHWA Executive Order 11990 Wetlands Finding
- U.S. Coast Guard Section 9 Permit
- U.S. Army Corps of Engineers Section 10 Permit (Individual or Nationwide)
- U.S. Army Corps of Engineers Section 404 Permit (Individual or Nationwide)
- NYSDEC Section 401 Water Quality Certification
- NYSDEC State Pollution Discharge Elimination System (SPDES) Permit
- NYSDEC Article 15 Protection of Waters Permit
- Safe Drinking Water Act Section 1424(e)
- Migratory Bird Treaty Act
- Coastal Zone Consistency
- Scenic, Wild and Recreational Rivers

NYSDOT will be responsible for coordinating 106/4(f) and Threatened and Endangered Species. The **Consultant** will provide NYSDOT information to be submitted.

#### 4.07 Public Hearing (Not Applicable)

The **Consultant** will provide exhibits to supplement reports for courtroom purposes.

Before the hearing, the Consultant will meet with the **Sponsor** to review the permit or certification application.

The **Consultant** will attend the hearing and, as required, provide expert testimony relevant to the particular application. The **Sponsor** will arrange for and provide any necessary legal assistance at the hearing. The **Consultant's** expert witnesses will have personally been in responsible charge of those aspects of the study to which their testimony is directed.

## Section 5 – Right-of-Way

### 5.01 Abstract Request Map and/or Title Search

The **Consultant** will engage a qualified title company to complete title searches (abstracts of title) for properties to be acquired by the **Sponsor**.

### 5.02 Right-of-Way Survey

The **Consultant** will perform survey needed to accurately determine existing right-of-way limits and establish side property lines.

### 5.03 Right-of-Way Mapping

The **Consultant** will meet with the **Sponsor** to discuss the types of right-of-way acquisitions required and the limits of acquisition lines.

The **Consultant** will prepare acquisition maps in accordance with the format provided by the **Sponsor**.

All right-of-way mapping will show dimensions in U.S. Customary units of measurement.

The **Consultant** will prepare all map revisions or additions which are determined necessary during the construction of the project.

### 5.04 Right-of-Way Plan

The **Consultant** will prepare the Right-of-Way Plan(s) in accordance with the LPM Manual.

### 5.05 Right-of-Way Cost Estimates

The **Consultant** will provide cost estimates for the right-of-way to be acquired by the **Sponsor** on all alternatives being considered and will provide updated estimates, as necessary.

### 5.06 Public Hearings/Meetings

The **Consultant** will conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedure Law. Public hearings will be included under Section 3.06.

### 5.07 Property Appraisals

The **Consultant** will prepare property appraisals establishing an opinion of value for any damages caused by the acquisition(s). The **Consultant** will also prepare estimates for the rental of occupied property(ies).

## 5.08 Appraisal Review

The **Sponsor** must have a Certified General Appraiser review the property appraisals. The appraisal reviewer will recommend a value of “just compensation” to the Sponsor. The Sponsor must set the value of just compensation prior to offers being made to the property owners.

## 5.09 Negotiations and Acquisition of Property

Property offers must not be made until authorization is granted to the **Sponsor** by the NYSDOT.

The **Consultant** will negotiate with property owners for the acquisition of their property, including completion of all documents required by the **Sponsor** in order to obtain the property.

## 5.10 Relocation Assistance

The **Consultant** will administer relocation assistance to displaced persons and businesses and oversee their relocation and vacating the property, under the close supervision of the NYSDOT Regional Right-of-Way Liaison.

## 5.11 Property Management

The **Consultant** will:

- Prepare an inventory of all improvements acquired.
- Prepare and deliver all required rental notices, rental permits and rental information.
- Collect rentals and payments for salvaged items.
- Maintain improvements in safe and secure manner.
- Oversee the removal of improvements by owners or third party purchasers.
- Demolish improvements when available prior to project construction.
- Dispose of excess right-of-way.



## Section 6 - Detailed Design

### 6.01 Preliminary Bridge Plans

#### A. New and Replacement Bridges

The **Consultant** will prepare and submit to the **Sponsor** a Preliminary Bridge Plan in accordance with the [NYSDOT Bridge Manual](#). The **Consultant** will prepare and submit to the **Sponsor** a Structure Justification Report. The format and content of the Structure Justification Report will be as outlined in the *NYSDOT Bridge Manual*.

#### B. Bridge Rehabilitations

For each bridge to be rehabilitated, the **Consultant** will prepare and submit to the **Sponsor** for review a Preliminary Bridge Rehabilitation Plan, which will be sufficiently developed to:

- Show basic concepts and major details (including all existing and proposed utilities).
- Acquaint affected parties with the project and project components.
- Serve as an instrument for initial approval.
- Provide a basis for the development of final plans.

The plan should indicate maintenance and protection of traffic provisions and be accompanied by a cost estimate.

#### C. Selected Structural Treatment

The **Consultant** will modify the Structure Justification Report, Preliminary Bridge Plan and/or Preliminary Bridge Rehabilitation Plan to incorporate **Sponsor** review comments.

The **Sponsor** will approve the selected structural treatment and will obtain NYSDOT concurrence (either by a written submission or at a meeting).

### 6.02 Advance Detail Plans (ADP)

The **Consultant** will develop the approved design alternative to the ADP stage. At this stage all plans, specifications, estimates and other associated materials will be near **90%** complete.

As part of this task the **Consultant** will prepare templated cross sections at 25 ft. intervals.

Advance Detail Plans will be in accordance with [Chapter 21 of the NYSDOT Highway Design Manual](#).

The **Consultant** will prepare and submit a copy of the ADP's to the **Sponsor** for review.

The **Consultant** will prepare and submit two (2) copies of the ADPs to the NYSDOT for review. The **Consultant** will modify the design to reflect the review of the ADP package.

### 6.03 Contract Documents

The **Consultant** will prepare a complete package of bid-ready contract documents. The package will include:

- Instructions to bidders.
- Bid documents.
- Contract language, including applicable federal provisions and prevailing wage rates.
- Special notes.
- Specifications.
- Plans.
- A list of supplemental information available to bidders (i.e., record as-built plans, etc.).
- Other pertinent information.

The **Consultant** will submit the contract documents to the **Sponsor** for approval. Upon approval, the **Sponsor** will submit 3 copies of the contract bid documents to NYSDOT as described in the *Local Projects Manual*.

### 6.04 Cost Estimate

The **Consultant** will develop, provide, and maintain the construction cost estimate for the project. The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes, and will develop and provide the final Engineer's Estimate, including all quantity computations.

### 6.05 Utilities

The **Consultant** will coordinate with affected utility companies to ensure the timely relocation of utility poles and appurtenances. The **Consultant** will assist the **Sponsor** in preparing any necessary agreements with utility companies. Any agreements containing reimbursable relocations must be approved and signed by the Design Support Section of the NYSDOT Design Quality Assurance Bureau (see LPM Appendix 10-8).

### 6.06 Railroads (Not Applicable)

The **Consultant** will coordinate with affected railroads and will assist the **Sponsor** in preparing all necessary Railroad Agreements.

## 6.07 Bridge Inventory and Load Rating Forms

The **Consultant** will complete and provide the **Sponsor** and the NYSDOT with:

- Inventory Update forms, per the current NYSDOT Bridge Inventory Manual for Bridge Inventory and Inspection System, reflecting all proposed physical changes resulting from construction.
- Level 2 Load Rating Data Input forms, per the NYSDOT User Manual for Structural Rating Program for Bridges and current NYSDOT guidance on the "Procedure for Inventorying, Inspecting, and Level 2 Load Rating, New, Replacement and Reconstructed or Rehabilitated Bridges."

## 6.08 Information Transmittal

Upon completion of the contract documents, the **Consultant** will transmit to the **Sponsor** all project information, including electronic files. The electronic information will be in the format requested by the **Sponsor**.

## Section 7 - Advertisement, Bid Opening and Award

### 7.01 Advertisement

The **Consultant** will prepare the advertisement for bids to be placed in the NYS Contract Reporter and any other newspaper or publication identified by the **Sponsor**. The **Consultant** will submit the ad(s) to the **Sponsor** for review and will revise the ad(s) to reflect comments generated by that review. Upon approval by the **Sponsor**, the **Consultant** will place the advertisements.

Advertisements must not be placed until authorization is granted to the **Sponsor** by the NYSDOT.

### 7.02 Bid Opening (Letting)

The **Sponsor** will hold the public bid opening.

### 7.03 Award

The **Consultant** will analyze the bid results. The analysis will include:

- Verifying the low bidder.
- Ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.).
- Breaking the low bid into fiscal shares, if necessary.
- Determining whether the low bid is unbalanced.
- For pay items bid more than 25% over the Engineer's Estimate:
  - Checking accuracy of quantity calculations.
  - Determining appropriateness of price bid for work in the item.
  - Determining whether the low bidder is qualified to perform the work.

The **Consultant** will assist the **Sponsor** in preparing and compiling the package of information to be transmitted to the NYSDOT.

The **Sponsor** will award the contract and will transmit the award package to the NYSDOT as described in the Local Projects Manual.

## Section 8 - Construction Support (Under Supplemental Agreement)

### 8.01 Construction Support

The **Consultant** will provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.

The **Consultant** will attend one pre-construction meeting with the **Sponsor** and selected and approved Contractor.

The **Consultant** will complete a Level 1 Load Rating of the as-built structure and provide one (1) digital copy of the Load Rating and the As-Built drawings.

Work under this section will always be in response to a specific assignment from the **Sponsor** under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the **Consultant** will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The **Consultant** will analyze and make recommendations on the implementation of changes proposed by the **Sponsor** or the construction contractor. This includes the Traffic Control Plan.
- The **Consultant** will interpret and clarify design concepts, plans and specifications.
- The **Consultant** will review and approve structural shop drawings for construction.

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans and designer intentions

## **Section 9 - Construction Inspection (Under Supplemental Agreement)**

**(To be completed under a supplemental agreement at the time of bidding)**

## Section 10 - Estimating & Technical Assumptions

### 10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

- Section 1                      Estimate 6 in-person meetings during the life of this agreement.
- Estimate 12 virtual meetings during the life of this agreement
- Estimate 18 cost and progress reporting periods will occur during the life of this agreement.
- Section 2                      Assume that GPS methods and equipment will be used to establish local control points.
- Estimate 0 accidents will require analysis.
- Estimate 0 capacity analyses will be required.
- Estimate 4 soil borings will be taken.
- Assume 4 stream sections will be required to supplement 12 sections already obtained by County
- Section 3                      Estimate 2 concepts will be evaluated for the site.
- Estimate 2 design alternative(s) will be analyzed in addition to the null alternative for the site.
- Estimate 2 cost estimate(s) plus 1 update will be required.
- Estimate 1 bridge will be replaced and 0 will be rehabilitated
- Section 4                      Estimate 3 permits will be required.
- Section 5                      Estimate 3 ROW Maps will be required
- Section 6                      Final Design will include but not be limited to:
- Development of highway and bridge plans.
  - Highway design.
  - Preparation of right-of-way plans and acquisition maps.
  - Development and design for public utilities.
  - Maintenance and protection of traffic during construction.
  - Preparation and submission of final Plans, Specifications, and Estimate (PS&E) for the project.
- Estimate 2 cost estimate(s) plus 1 update will be required.
- Estimate 1 bridge will be replaced and 0 will be rehabilitated.
- Estimate 3 utility companies and 0 railroad agencies will be

Section 7	Estimate <u>0</u> hard copies of the final contract bid documents will be needed.  County Purchasing to place advertisements in local newspapers and NYS Contract Reporter
Section 8	(scope provided for information only)
Section 9	(scope provided for information only)

## 10.02 Technical Assumptions

- A. Major Items of Work: Replacement of Latta Brook Road Bridge over Latta Brook with 40' +/- span bridge.
- B. The project will be progressed using English units.
- C. Assume bridge rehabilitation concept will NOT be evaluated.
- D. Contract plans and cross-sections will be prepared at ½ size (11"x17"), per NYSDOT requirements.
- E. Assume stream sections and a hydraulic analysis will be required.
- F. Traffic counts will be obtained from NYS Traffic Data Viewer and no machine traffic counts will be required by Consultant.
- G. Assume wetland delineation will be required.
- H. Assume a 4(f)/106 evaluation and Historic American Engineer Record (HAER) will NOT be required for this project. Should this task be required based on SHPO's determination, it will be completed under **supplemental agreement**.
- I. Assume that the SHPO will give no impact determination for this.
- J. Assume 1 Public Information Meeting and no public hearing will be required.
- K. Assume 3 ROW takings will be required.
- L. Survey and mapping will include a 100 foot bandwidth for a distance of 150 feet on either side of the bridge, plus edge of pavement and centerline shots for 200 feet past this limit on the both approaches.
- M. Assume construction support and inspection phase services will be added as a supplemental agreement.



## STAFFING ASSUMPTIONS

Barton & Loguidice, D.P.C.  
Latta Brook Road over Latta Brook, BIN 3331360  
PIN 6755.52, D040473

SECTION	TASK	DESCRIPTION	Principal	Associate	Sr. Managing Engineer	Managing Engineer	Lead Engineer	Sr. Project Engineer	Chief Engineer	Senior Managing Environmental	Project Manager	Project Engineer	Engineer II	Engineer I	Staff Environmental Scientist	Senior Engineering Technician	Environmental Scientist II	Engineering Aide	Senior Group Technical Assistant	TOTAL	ASSUMPTIONS
1		<b>GENERAL</b>																			
	1.05	Project Familiarization.				12						12	4							28	Review existing County-provided information. Site visit.
	1.06	Meetings				36						24							4	64	12 zoom meetings, 6 in person
	1.07	Cost & Progress Reporting:	18	2		18														20	Progress Report Summary Sheet per Manual & monthly invoicing
		<b>TOTALS for Section 1</b>	2			66						36	4						4	112	
2		<b>DATA COLLECTION &amp; ANALYSIS</b>																			
	2.01A	Design Survey				1							4							5	By Prudent, B&L to coordinate
	2.01B	Stream Sections				1														1	By Prudent, B&L to coordinate
	2.01C	Survey of Wetlands Boundaries																		0	Not Applicable
	2.01D	Supplemental Survey																		0	Not Applicable
	2.02	Design Mapping											4							4	B&L to review for completeness and conformance with standards
	2.03	Determination of Existing Conditions										2	8							10	Site visit under Task 1.05; document conditions for DAD
	2.04	Accident Data and Analysis																		0	Assume not required
	2.05	Traffic Counts											2							2	Determine existing traffic speeds & volumes; forecast growth. Flow diagram will not be needed.
	2.06	Capacity Analysis																		0	Assume not required
	2.07	Future Plans and Coordination with other Projects																		0	By County. Assumed future plans will have no impact on the scope of the project.
	2.08	Soil Investigation											8						1	9	B&L to secure subcontractor services
	2.09	Hydraulic Analysis.			4	2						24								30	Hydrology and hydraulics of existing & proposed structures
	2.10A	Bridge In-Depth Inspection																		0	Not Applicable
	2.10B	Bridge Deck Evaluation																		0	Not Applicable
	2.10C	Load Rating of Existing Bridge																		0	Not Applicable
	2.10D	Fatigue Evaluation																		0	Not Applicable
		<b>TOTALS for Section 2</b>			4	4						26	26						1	61	
3		<b>PRELIMINARY DESIGN</b>																			
	3.01	Design Criteria.				2						4	8							14	and appropriate design criteria for highway classification.
	3.02A	Selection of Design Alternatives	1			8						12	24							45	Evaluate two alternatives (replacement/rehabilitation)
	3.02B	Detailed Evaluation of Alternative																		0	Evaluate design criteria, drainage & utilities
		Plans: 1				4						8	8			12				32	
		Profiles: 1				4						4	8			8				24	
		Typical Sections: 1				4						4	8			10				26	
	3.03	Cost Estimates																		0	
		Initial Estimate:				2						4	12							18	
		Updates (Each): 1										1	2							3	
	3.04	Develop the Draft DAD	2			8						16	32						4	62	Assume IPP/FDR
	3.05	Advisory Agency Review				2						4									
	3.06A	Public Information Meeting				12							16			16			1	45	Public Information: Prepare brochure, display boards, and attend meeting
	3.07	Prepare Design Recommendation. Modify DDAD.						4					8					2	4	18	Resolution and response to comments. 2 copies
		<b>TOTALS for Section 3</b>	3			46		4				57	126			46		2	9	293	

**STAFFING ASSUMPTIONS**  
*Barton & Loguidice, D.P.C.*  
*Latta Brook Road over Latta Brook, BIN 3331360*  
*PIN 6755.52, D040473*

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4		ENVIRONMENTAL																			
	4.01	NEPA Classification											2		4		2			8	Complete NEPA Checklist.
	4.02	SEQRA Classification											2		4		2			8	Type II Verification & Documentation
	4.03	Smart Growth																			
	4.04	Screenings:																			
		General Ecology and Endangered Species								1					2		2			5	Endangered Species Inquiry
		Surface Water																		0	Identification of Drainage Basins: Erosion and sediment control requirements. SPDES check. File Notice of Intent
		Ground Water													4		1			5	Ground Water Investigation: desk-top survey; provide write-up
		State Wetlands													2		1			3	Review of State-Regulated Wetlands Maps:
		Federal Jurisdictional Wetlands																		0	site visit for Federal
		Floodplains																		0	acquire FEMA maps and studies; determine need for full evaluation
		Coastal Zone Management:																		0	
		Navigable Waterways																			
		Historic/Archaeological Resources				2									1		4			7	SHPO inquiry letter
		Parks																		0	Determine need for 4(f) or 6(f)
		Hazardous Waste				1				1					1		16		2	21	desk-top survey, site visit, prepare form for DAD
		Asbestos								1					1		16		2	20	desk-top survey (record drawings), site visit, prepare form for DAD
		Noise															1			1	
		Air Quality															1			1	
		Energy															1			1	
		Farmland and/or Agricultural Districts															1			1	
		Invasive Species																			
		Visual Impacts																		0	
		Critical Environmental Areas																			
		Complete Streets																			
		Environmental Justice																			
		Natural Landmarks																			
		Coast Guard Bridge Permit																			
	4.05	Detailed Studies and Analyses:																			
	4.05A	General Ecology and Endangered Species															8			8	
	4.05B	Ground Water																		0	
	4.05C	Surface Water																		0	
	4.05D	State Wetlands																		0	
	4.05E	Federal Wetlands																		0	
	4.05F	Floodplains																		0	
	4.05G	Coastal Zone Management																		0	Not applicable
	4.05H	Historic Resources																		0	
	4.05I	Parks - Section 4(f) and Section 6(f)																		0	
	4.05J	Hazardous Waste															8			8	
	4.05K	Asbestos															8			8	
	4.05L	Noise																		0	
	4.05M	Air Quality																		0	
	4.05N	Energy																		0	
	4.05O	Farmlands:																		0	
	4.05P	Invasive Species																		0	
	4.05Q	Visual Impacts:																		0	
	4.05R	Critical Environmental Areas																		0	
	4.05S	Complete Streets																		0	
	4.05T	Environmental Justice																		0	
	4.05U	Natural Landmarks																		0	
	4.05V	Coast Guard Bridge Permit																		0	
	4.06	Permits and Approvals				4							20		4				1	29	Complete Joint Application for Permit.
	4.07	Public Hearing																			Not applicable
		TOTALS for Section 4				7				3			24		23		72		5	134	

# STAFFING ASSUMPTIONS

Barton & Loguidice, D.P.C.  
Latta Brook Road over Latta Brook, BIN 3331360  
PIN 6755.52, D040473

SECTION	TASK	DESCRIPTION	Principal	Associate	Sr. Managing Engineer	Managing Engineer	Lead Engineer	Sr. Project Engineer	Chief Engineer	Senior Managing Environmental	Project Manager	Project Engineer	Engineer II	Engineer I	Staff Environmental Scientist	Senior Engineering Technician	Environmental Scientist II	Engineering Aide	Senior Group Technical Assistant	TOTAL	ASSUMPTIONS
5		<b>RIGHT OF WAY</b>																			
	5.01	Abstract Request Map and/or Title Search				1						8								9	Assume 1 ARM
	5.02	ROW Survey.				1														1	
	5.03	ROW Mapping.				1														1	
	5.04	ROW Plan.				1														1	
	5.05	ROW Cost Estimate.																		0	
	5.06	Public Hearings/Meetings																		0	
	5.07	Property Appraisals																		0	
	5.08	Appraisal Review																		0	
	5.09	Negotiations and Acquisition of Property																		0	
	5.10	Relocation Assistance																		0	
	5.11	Property Management																		0	
		<b>TOTALS for Section 5</b>				4						8								12	
6		<b>DETAILED DESIGN</b>																			
	6.01	Preliminary Bridge Plan	1			2					8	16			12					39	
		Structure Justification Report	1			2					8	12								23	
		Resolution & Response to Comments				1					4									5	
	6.02	Advance Detail Plans (ADP)																		0	2 Sets of the following:
		Title: 1				1						1			2					4	
		Typical Sections: 1	1			2						8			8					19	
		General Notes 1				1					2	4			4					11	
		WZTC 2				2						12			8					22	
		Geometry Layout Plan: 1				2						8			8					18	
		Maintenance Jurisdiction Table 1				1						4								5	
		Miscellaneous Tables & Details 1				2						12				8				22	
		Erosion & Sediment Control Plan 1				2														2	
		Stream Restoration 2				2						16		16						34	
		Plans: 1	1			3					2	12			8					26	
		Profiles: 1				3					2	8			8					21	
		Bridge Plan 1	1			2					8	8			12					31	
		Removal Plan 1	1			1					4				8					14	
		Excavation Plan 1				2					8				12					22	
		Excavation Sections 1	1			2					4				8					15	
		Pile Layout Plan and Details 1				4					8				8					20	
		Abutment Plan and Elevation 2				4					16				16					36	
		Superstructure Reinforcement & Details 1				4					4	8			8					24	
		Framing Plan and Section 1				4					4	12			12					32	
		Beam Details 1				1					4	16			12					33	
		Deck Reinforcement Plan & Details 1				1					2	8			8					19	
		Haunch and Camber Tables 1				1						8								9	
		Approach Slab Details 1				1					2	8			8					19	
		Railing Layout 1				1					2	8			8					19	
		Railing Details 4									1				8					9	
		Templated Cross Sections:				2						8								10	25 ft intervals = 24 cross sections @ 3 per sheet @ 1":10' scale = 8
	6.03	Contract Documents.	1			4					8							2	2	17	
	6.04	Cost Estimate																		0	
		Initial Estimate:				2					8	32								42	
		Updates (Each): 1				1					4	4								9	
	6.05	Utilities				2						12								14	Coordination with utility company.
	6.06	Railroads																		0	
	6.07	Bridge Inventory & Load Rating Forms										4								4	
	6.08	Information Transfer													4					4	Submit original Contract Documents and Drawings to the County.
		<b>TOTALS for Section 6</b>	8			65					113	249		16	198			2	2	653	

## Barton &amp; Loquidice, D.P.C.

*Latta Brook Road over Latta Brook. BIN 3331360*

PIN 6755.52. D040473

[illegible]

**ATTACHMENT C**  
**Architectural/ Engineering Consultant Contract**

**Staffing Rates, Hours,  
Reimbursables and Fees**

BARTON & LOGUIDICE, D.P.C.  
PIN 6755.52, D040473  
Latta Brook Road over Latta Brook, BIN 3331360

CONTENTS

Exhibit	Description
A-1	SALARY SCHEDULE
A-2	STAFFING TABLE
B-1	DIR. NON-SAL. COST
C	SUMMARY

Exhibit A, Page 1  
Salary Schedule

BARTON & LOGUIDICE, D.P.C.  
PIN 6755.52, D040473

JOB TITLE	ASCE (A) OR NICET (N)		AVERAGE HOURLY RATES		MAXIMUM HOURLY RATES	OVERTIME CATEGORY
	GRADE		2022		2022	
Principal	IX	(A)	\$	86.00	\$ 86.00	A
Senior Vice President	IX	(A)	\$	86.00	\$ 86.00	A
Vice President	IX	(A)	\$	79.00	\$ 86.00	A
Senior Associate	VIII	(A)	\$	71.02	\$ 73.00	A
Associate	VIII	(A)	\$	64.36	\$ 66.40	A
Senior Managing Landscape Architect	VII	(A)	\$	65.60	\$ 77.00	B
Senior Managing Engineer	VII	(A)	\$	60.91	\$ 70.00	B
Senior Project Manager	VII	(A)	\$	61.40	\$ 71.60	B
Chief Engineer	VII	(A)	\$	60.30	\$ 70.00	B
Senior Managing Hydrogeologist	VII	(A)	\$	60.75	\$ 64.50	B
Senior Managing Environmental Scientist	VII	(A)	\$	57.00	\$ 57.00	B
Senior Managing Industrial Hygienist	VII	(A)	\$	54.00	\$ 54.00	B
Managing Engineer	VI	(A)	\$	52.78	\$ 74.30	B
Lead Asset Management Specialist	VI	(A)	\$	67.50	\$ 67.50	B
Managing Landscape Architect	VI	(A)	\$	49.10	\$ 51.00	B
Project Manager	VI	(A)	\$	51.33	\$ 54.80	B
Lead Engineer	VI	(A)	\$	52.75	\$ 55.50	B
Lead Environmental Scientist	VI	(A)	\$	51.00	\$ 51.00	B
Managing Hydrogeologist	VI	(A)	\$	51.50	\$ 51.50	B
Senior Staff Engineer	VI	(A)	\$	41.40	\$ 42.80	B
Senior Managing Community Planner	V	(A)	\$	57.50	\$ 57.50	B
Senior Construction Manager	V	(A)	\$	51.00	\$ 51.00	B
Senior Project Engineer	V	(A)	\$	46.43	\$ 54.50	B
Senior Project Landscape Architect	V	(A)	\$	38.60	\$ 41.00	B
Senior Project Community Planner	V	(A)	\$	35.50	\$ 35.50	B
Project Community Planner	V	(A)	\$	31.50	\$ 31.50	B
Staff Intern Architect	IV	(A)	\$	38.50	\$ 38.50	B
Project Engineer	IV	(A)	\$	39.98	\$ 44.50	B
Project Architect	IV	(A)	\$	43.50	\$ 45.50	B
Staff Engineer	IV	(A)	\$	39.58	\$ 45.00	B
Project Industrial Hygienist	IV	(A)	\$	35.00	\$ 35.00	B
Crew Chief	IV	(A)	\$	30.50	\$ 34.50	B
Senior Staff Field Scientist	IV	(A)	\$	33.50	\$ 33.50	B
Staff Industrial Hygienist	IV	(A)	\$	32.50	\$ 32.50	B
Staff Environmental Scientist	IV	(A)	\$	28.05	\$ 28.60	B
Project Environmental Scientist	III	(A)	\$	35.00	\$ 35.00	B
Intern Architect III	III	(A)	\$	32.00	\$ 32.00	B
Staff Hydrogeologist	III	(A)	\$	29.50	\$ 29.50	B
Hydrogeologist III	III	(A)	\$	25.50	\$ 25.50	B
Staff Assistant Landscape Architect	III	(A)	\$	33.00	\$ 33.00	B
Engineering Designer II	II	(A)	\$	42.15	\$ 42.80	B
Engineer II	II	(A)	\$	35.16	\$ 39.00	B
Community Planner II	II	(A)	\$	27.75	\$ 28.00	B
Environmental Scientist II	II	(A)	\$	24.00	\$ 24.50	B
Assistant Landscape Architect II	II	(A)	\$	26.00	\$ 26.00	B
Engineering Designer I	I	(A)	\$	44.00	\$ 44.00	B
Engineer I	I	(A)	\$	32.32	\$ 33.00	B
Environmental Scientist I	I	(A)	\$	21.75	\$ 22.50	B
Resident Engineer	IV	(N)	\$	43.00	\$ 45.00	C
Senior Engineering Technician	IV	(N)	\$	39.97	\$ 40.70	C
Office Engineer	IV	(N)	\$	52.00	\$ 52.00	C
Chief Inspector	III	(N)	\$	57.20	\$ 57.20	C
Senior Inspector	III	(N)	\$	38.48	\$ 42.00	C
Senior CAD Technician	III	(N)	\$	27.50	\$ 27.50	C
Engineering Technician	II	(N)	\$	28.90	\$ 31.80	C
Inspector	I	(N)	\$	32.33	\$ 34.00	C
Industrial Hygienist I	I	(N)	\$	20.25	\$ 21.50	C
Contract Specialist	N/A		\$	31.04	\$ 32.00	C
Engineering Aide	N/A		\$	32.50	\$ 32.50	C
Senior Group Technical Assistant	N/A		\$	26.26	\$ 29.50	C
Group Technical Assistant	N/A		\$	20.00	\$ 20.00	C
Intern	N/A		\$	17.20	\$ 19.00	C

NOTES:

OVERTIME POLICY

Category A - No overtime compensation  
Category B - Overtime compensated at straight time rate  
Category C - Overtime compensated at straight time rate x 1.50

Overtime applies to hours worked in excess of the normal  
working hours of 40 hours per week

Exhibit A, Page 2  
Staffing Table

-----  
BARTON & LOGUIDICE, D.P.C.  
PIN 6755.52, D040473

JOB TITLE	ASCE (A) OR NICET (N) GRADE	SECTIONS								TOTAL HOURS	PROJECTED HOURLY RATE	DIRECT TECHNICAL LABOR
		1	2	3	4	5	6	7	8			
Principal	IX	2		3			8			13	\$86.00	\$1,118.00
Associate	VIII									0	\$64.36	\$0.00
Senior Managing Engineer	VII		4							4	\$60.91	243.64
Managing Engineer	VI	66	4	46	7	4	65	2		194	\$52.78	10,239.32
Lead Engineer	VI									0	\$52.75	0.00
Senior Project Engineer	V			4						4	\$46.43	185.72
Chief Engineer	IV									0	\$60.30	0.00
Senior Managing Environmental Scientist	VII				3					3	\$57.00	171.00
Project Manager	VI									0	\$51.33	0.00
Project Engineer	IV	36	26	57			113	4		236	\$39.98	9,435.28
Engineer II	II	4	26	126	24	8	249	16		453	\$35.16	15,927.48
Engineer I	I									0	\$32.32	0.00
Staff Environmental Scientist	IV				23		16			39	\$28.05	1,093.95
Senior Engineering Technician	IV			46			198			244	\$39.97	9,752.68
Environmental Scientist II	II				72					72	\$24.00	1,728.00
Engineering Aide	N/A			2			2			4	\$32.50	130.00
Senior Group Technical Assistant	N/A	4	1	9	5		2	2		23	\$26.26	603.98
-----												
	TOTAL	112	61	293	134	12	653	24	0	1289		\$50,629.05



Exhibit B, Page 1  
Estimate of Direct Non-Salary Cost  
-----  
BARTON & LOGUIDICE, D.P.C.  
PIN 6755.52, D040473

1. Travel, Lodging and Subsistence

Trips to	trips	miles per						
Site/County	6	250	miles/trip	1500				
Miscellaneous				<u>500</u>				
		Total Mileage		2000	@	\$0.585	\$1,170.00	

TOTAL TRAVEL, LODGING, & SUBSISTENCE **\$1,170**

2. Reproduction, Drawings & Report

			Sheets	Set			
Design Report							
Pre-Draft thru Final		0.10	200	0		\$0.00	
Brochure/Handout		0.10	2	0		0.00	
Miscellaneous		0.05	4000	1		200.00	
Plans/Cross-Sections		0.10	20			0.00	
Prints		0.20	20			<u>0.00</u>	

TOTAL DRAWING, REPORT, REPRODUCTION **\$200**

3. Environmental Screenings/Reports **\$500**

4. Mail, Postage & Shipping **\$200**

5. Bid Advertisement **\$0**

6. Subcontractor for Borings **\$20,000**

7. Subconsultant for Survey (estimated) **\$24,000**

8. Subconsultant for ROW (estimated) **\$25,000**

<b>Direct Non-Salary Cost</b>	<b>\$2,070</b>
<b>Direct Non-Salary Cost (Subcontractors)</b>	<b>\$20,000</b>
<b>Direct Non-Salary Cost (Subconsultants)</b>	<b>\$49,000</b>

TOTAL DIRECT NON - SALARY COST **\$71,070**

Exhibit C  
Summary

-----  
BARTON & LOGUIDICE, D.P.C.  
PIN 6755.52, D040473

	<u>TOTAL</u>
Item IA, Direct Technical Salaries (estimated) subject to audit	\$50,629
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	\$0
Item II, Direct Non- Salary Cost (estimated) subject to audit	\$2,070
Item II Direct Non- Salary Cost (estimated) subject to audit Subcontractor Cost	\$20,000
Item II Direct Non- Salary Cost (estimated) subject to audit Subconsultant Cost	\$49,000
Item III, Overhead (estimated) subject to audit) (@ 172% Office Rate)	\$87,082
Item IV, Fixed Fee (negotiated)	\$16,500
TOTAL ESTIMATED CONSULTANT COST	\$225,300
MAXIMUM AMOUNT PAYABLE	\$225,000

22-173     **Resolution authorizing agreement with New York State Department of Transportation 2021 Bridge NY Program on behalf of the Chemung County Department of Public Works (PIN 6755.52 CR51 over Lattabrook)**

By: Strange

Seconded by: Briggs

**Authorizing the implementation and funding of the costs of 100% of the costs of a transportation project, which may be eligible for federal-aid and/or state-aid, or reimbursement from Bridge NY funds.**

WHEREAS, a project for the Bridge NY (3) Bridge Replacement (BIN 3331360) County Road 51 over Latta Brook, Town of Horseheads, Chemung County P.I.N. 6755.52 (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 95% Federal funds and 5% non-federal funds; and

WHEREAS, the County of Chemung will design, let and construct the Project: and

WHEREAS, the County of Chemung desires to advance the Project by making a commitment of 100% of the costs of the work for the Project or portions thereof.

NOW, THEREFORE, the County of Chemung Legislative Board, duly convened does hereby

RESOLVE, that the County of Chemung Legislative Board hereby approves the above-subject Project; and it is hereby further

RESOLVED, that the County of Chemung Legislative Board hereby authorizes the County of Chemung to pay 100% of the cost of federal and non-federal share of the cost of Design and Right of Way Incidentals phase work for the Project or portions thereof, with the understanding that qualified costs may be eligible for federal-aid, state-aid, or reimbursement from Bridge NY funds; and it is further

RESOLVED, that the sum of \$494,000 is hereby appropriated from the Highway Fund and made available to cover the cost of participation in the above phase(s) of the Project; and it is further

RESOLVED, that the County of Chemung Legislative Board hereby agrees that the County of Chemung shall be responsible for all costs of the Project which exceed the amount of federal-aid, state-aid, or NY Bridge funding awarded to the County of Chemung; and it is further

RESOLVED, that in the event the Project costs not covered by federal-aid, state-aid, or NY Bridge funding exceed the amount appropriated above, the County of Chemung shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof; and it is further

RESOLVED, that County of Chemung hereby agrees that construction of the Project shall begin no later than twenty-four (24) months after award and the construction phase of the Project shall be completed within thirty (30) months; and it is further

RESOLVED, that the County Executive of the County of Chemung be and is hereby authorized and directed to execute on behalf of the County of Chemung all necessary agreements, certifications or reimbursement requests for federal-aid and/or state-aid with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the County of Chemung's funding of Project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible; and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

RESOLVED, this Resolution shall take effect immediately.

*Ayes: Pastrick, Sweet, Margeson, Hyland, Woodard, Burin, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (13); Excused: Brennan, Sonsire (2); Opposed: None (0)*



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution awarding bid to Chemung Supply Corp. on behalf of the Chemung County Department of Public Works (RFB-2432 Galvanized Railings)

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

This agenda item requests the Executive review and approve RFB-2432 for Galvanized Railings and forward the recommendation to the Legislature for award to Chemung Supply, the sole bidder. The 2022 Capital Budget for DPW has \$50,000 set aside in the Highway Annual Road and Bridge program (HARB Safety/Guiderail line item.) Attached are the Bid Tab and Bid Documents for review. Please contact me with any questions. Thanks, Andy Avery

Vendor/Provider	Chemung Supply				
Term	1-year + 1-Year Optional Extension	Total Amount	\$50,000	Prior Amount	0
Local Share	100%- \$50,000	State Share	0	Federal Share	0
Project Budgeted?	Yes	Funds are in Account #			

### **CREATION:**

Date/Time:	Department:
6/14/2022 11:16:34 AM	County Executive

### **APPROVALS:**

Date/Time:	Approval:	Department:	
6/14/2022 11:26 AM	Approved	County Executive	
6/15/2022 10:53 AM	Approved	Budget and Research	
6/21/2022 11:19 AM	Approved	Legislature Chairman	

### **ATTACHMENTS:**

Name:	Description:	Type:
<a href="#">RFB-2432 Chemung Supply 0001.pdf</a>	RFB-2432 Chemung Supply	Cover Memo
	RFB-2432 Galvanized Railings	Cover Memo



COPY

**FORM FOR SUBMISSION OF BID FOR RFB-2432 GALVANIZED RAILINGS~ 2022-2023**

The undersigned hereby declares that he/she has carefully examined all bid documents and all interpretations of any addenda and that he/she has satisfied oneself as to all the quantities and conditions, and understands that in signing this Bid he/she waives all rights to plead any misunderstandings regarding the same.

Pursuant to and in compliance with the Advertisement for Bids and the Documents relating thereto, the Bidder hereby offers to furnish all equipment and whatever else is necessary or proper for, or incidental to, the completion of this Contract, as required by and in strict compliance with the applicable provisions of all contract documents, for the bid price submitted on the Forms For Submission of Bid, for:

**RFB-2432 GALVANIZED RAILING (2022-2023)**

If written notice of the acceptance of this Bid is delivered to the undersigned, the undersigned will, within **ten (10) business days** after the date of such delivery, execute and deliver the Contract or Contracts in the form of the Agreement attached hereto, or in a special Contract form that may be drawn up in accordance with the County Attorney's requirements. In the event that an addenda, the undersigned hereby acknowledges the receipt of same and agrees that they are bound by all addenda, whether or not listed herein:

Addendum # 1 Addendum # \_\_\_\_\_ Addendum # \_\_\_\_\_

Chemung Supply Corp

Name of Company or Authorized Representative submitting bid

Signature of Bidder or Company Authorized Representative

Carl H Perine, 06/3/22  
Printed/Typed Name, Date

Chemung Supply Corp

PO Box 527, Elmira NY 14902

Name and Address of Company

607-733-5506 / 607-732-5379

Phone and Fax Numbers of Company

cperine@chemungsupply.com  
E-mail

**FORM FOR SUBMISSION OF BID CONTINUED ON NEXT PAGE**



Chemung County-City of Elmira Purchasing Department  
John H. Hazlett Building - 2nd Floor  
203 Lake Street P.O. Box 588  
Elmira, NY 14901  
PH: 607-737-3577 FX: 607-737-2073

**ADDENDUM # 1**

**RFB-2432 Galvanized Railing (2022-2023)**

**Bids Due on June 7, 2022 at 1:45 PM (UNCHANGED)**

Please see clarifications below to bid specifications. Highlighted items have been added to the bid specifications

Please contact the Purchasing Office if you have questions.

Thank you

**By: Nina Wells Contracts Service Manager**

**Date Issued: June 2, 2022**

**FORM FOR SUBMISSION OF BID FOR RFB-2432 GALVANIZED RAILINGS (2022-2023)**

BID ITEM	DESCRIPTION	UNIT	NEW DELIVERED
<b>1. Galvanized Corrugated W-Beam Guide Rail and Appurtenances</b>			
1.A	Corrugated W-Beam Guide Rail (12 ga)	LF	(figures)\$ 13.92'
			(words) thirteen dollars and ninety two cents
1.B	Flared type End Wings (12 ga)	EA	(figures)\$ 60.70
			(words) sixty dollars and seventy cents
1.C	Wrap-Around type End Wings (12 ga)	EA	(figures)\$ 67.14
			(words) sixty seven dollars and fourteen cents
1.RC50	ADD \$/LF for Rail Curving (50 - 150 ft Radius)	LF	(figures)\$ 1.75'
			(words) one dollar and seventy five cents
1.RC40	ADD \$/LF for Rail Curving (40 - 49 ft Radius)	LF	(figures)\$ 1.75'
			(words) one dollar and seventy five cents
1.RC30	ADD \$/LF for Rail Curving (30 - 39 ft Radius)	LF	(figures)\$ 1.75'
			(words) one dollar and seventy five cents
1.RC20	ADD \$/LF for Rail Curving (20 - 29 ft Radius)	LF	(figures)\$ 2.00'
			(words) two dollars and zero cents
1.RC519	ADD \$/LF for Rail Curving ( 5 - 19 ft Radius)	LF	(figures)\$ 2.25'
			(words) two dollars and twenty five cents

<b>2. Concrete Anchors For Corrugated Guide Rail (Each anchor to include all connection hardware)</b>			
2.A	W6x 8.5# x 14" Long with soil plate with galvanized block-out and connector hardware(nuts, bolts ,and washers)	EA	(figures)\$ 137.80
			(words) one hundred thirty seven dollars and eighty cents
2.B	Bid Price Per Set of three (3) Triangular Galvanized Block-outs Type A, B & C	EA	(figures)\$ 168.05
			(words) one hundred sixty eight dollars and five cents
2.C	Galvanized Terminal End Sections 12'-6" Guard Rail with extra holes on one end	EA	(figures)\$ 236.10
			(words) two hundred thirty six dollars and ten cents
2.C.1	Straight	EA	(figures)\$ 195.60
			(words) one hundred ninety five dollars and sixty cents

**FORM FOR SUBMISSION OF BID CONTINUED ON NEXT PAGE**



# FORM FOR SUBMISSION OF BID FOR RFB-2432 GALVANIZED RAILINGS (2022-2023)

2. Concrete Anchors For Corrugated Guide Rail (Each anchor to include all connection hardware)			
2.C.2	Double Twist	EA	<div>(figures)\$ 236.00</div> <div>(words) two hundred thirty six dollars and zero cents</div>

3. Galvanized Box Beam Guide Rail and Appurtenances (Unit bid price to include splice hardware)			
3.A.12	6" x 6" Rail x 12-Feet in Length	EA	<div>(figures)\$ 421.00</div> <div>(words) four hundred twenty one dollars and zero cents</div>
3.A.18	6" x 6" Rail x 18-Feet in Length	EA	<div>(figures)\$ 592.00</div> <div>(words) five hundred ninety two dollars and zero cents</div>
3.A.24	6" x 6" Rail x 24-Feet in Length	EA	<div>(figures)\$ 774.00</div> <div>(words) seven hundred seventy four dollars and zero cents</div>
3.B.1	6" x 6" CURVED Rail (20-200 Feet)	LF	<div>(figures)\$ 45.00'</div> <div>(words) forty five dollars and zero cents</div>
3.B.2	6" x 6" CURVED Rail (205 Feet)	LF	<div>(figures)\$ 33.00'</div> <div>(words) thirty three dollars and zero cents</div>
3.C.1	6" x 6" Box Beam End Section (Type I)	EA	<div>(figures)\$ 472.00</div> <div>(words) four hundred seventy two dollars and zero cents</div>
3.C.2	6" x 6" Box Beam End Section (Type II)	EA	<div>(figures)\$ 543.00</div> <div>(words) five hundred forty three dollars and zero cents</div>
3.C.3	6" x 6" Box Beam End Section (Type III)	EA	<div>(figures)\$ 5,963.00</div> <div>(words) five thousand nine hundred sixty three dollars and zero cents</div>

4. Galvanized I-Beam Guide Rail Posts (Each post to include all hardware for erecting guide rail)			
4.A	3" I x 5.7# x 5'-3" long (box beam) with soil plate and support angles	EA	<div>(figures)\$ 94.80</div> <div>(words) ninety four dollars and eighty cents</div>
4.B	3" I x 5.7# x 5'-3" long (corrugated rail) with soil plate and support angles	EA	<div>(figures)\$ 85.20</div> <div>(words) eighty five dollars and twenty cents</div>
4.C	W6 x 8.5# x 5'-6" long; with soil plate	EA	<div>(figures)\$ 119.52</div> <div>(words) one hundred nineteen dollars and fifty two cents</div>

FORM FOR SUBMISSION OF BID CONTINUED ON NEXT PAGE



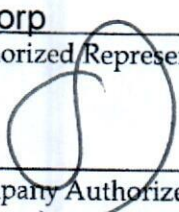
FORM FOR SUBMISSION OF BID FOR RFB-2432 GALVANIZED RAILINGS (2022-20230

4. Galvanized I-Beam Guide Rail Posts (Each post to include all hardware for erecting guide rail)			
4.D	W6 x 8.5# x 5'-6" long; without soil plate	EA	(figures)\$ 79.38 (words) seventy nine dollars and thirty eight cents
4.E	W6 x 8.5# x 7'-0" long; with soil plate	EA	(figures)\$ 124.60 (words) one hundred twenty four dollars and sixty cents
5. Bridge and Culvert Rail and Appurtenances (Includes all hardware for erecting rail)			
5.A	Galvanized 6" x 6" Box Beam Rail	LF	(figures)\$ 1,052.00' (words) one thousand fifty two dollars and zero cents
5.B	Galvanized Bridge Rail Post with anchor plate, anchor bolts and hardware with shelf angles and hardware	EA	(figures)\$ 604.00 (words) six hundred four dollars and zero cents
6. Installation of Railing Posts and Appurtenances (Includes required Labor and Equipment)			
<p>LABOR: Unit Bid Prices for providing a minimum of one (1) foreman and one (1) helper</p> <p>EQUIPMENT: Unit and equipment to drive a minimum of 150 posts per day.</p>			
6.A	Driving Posts - Including Layout	HR	(figures)\$ 272.00 (words) two hundred seventy two dollars and zero cents
6.B	Driving Posts - Not Including Layout	HR	(figures)\$ 272.00 (words) two hundred seventy two dollars and zero cents
County shall provide a minimum of two (2) men and one (1) truck to assist with the operation.			

No minimum orders

Chemung Supply Corp

Name of Company or Authorized Representative submitting bid

 Signature of Bidder or Company Authorized Representative

Carl H Perine 06/03/22

Printed/Typed Name, Date

(END OF SECTION)



## Vendor Responsibility Form

Vendor Name: Chemung Supply Corp

Within the past five (5) years has your firm, any affiliate, any predecessor company or entity, owner, director, officer, partner or proprietor been the subject of:

### ANSWER ALL QUESTIONS

- A. an indictment, judgment, conviction, or a grant of immunity, including pending actions, for any business related conduct constituting a crime under governmental law? YES ☐ NO ☒
- B. a government suspension or debarment, rejection of any bid or disapproval of any proposed subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement? YES ☐ NO ☒
- C. any governmental determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful?" YES ☐ NO ☒
- D. a consent order with NYS Department of Environmental Conservation, or a governmental enforcement determination involving a construction-related violation of federal, state, or local environmental laws? YES ☐ NO ☒
- E. a finding of non-responsibility by a governmental agency or Authority for any reason, including but not limited to the intentional provision of false or incomplete information as required by Executive Order 127? YES ☐ NO ☒

If yes to any of above, please provide details regarding the finding.

ENTITY MAKING FINDING: \_\_\_\_\_

YEAR OF FINDING: \_\_\_\_\_

BASIS OF FINDING: \_\_\_\_\_

Authorized Signature: Carl H Perine Date: 06/03/22

(Attach Additional Sheets if Necessary)



**NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO 103d  
OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK**

**A.** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by Law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**B.** A bid shall not be considered for award nor shall any award be made where (a)-(1), (2) and (3) have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a)-(1), (2) and (3) have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bid (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

By submission of this bid, the undersigned hereby affirms the truth of the foregoing certification under the penalties of perjury.

Signature of Bidder

Carl H Perine

06/03/22

**ALL BIDDERS MUST SIGN AND SUBMIT THIS CERTIFICATION WITH THE BID**

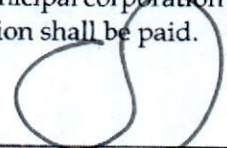


**WAIVER OF IMMUNITY PURSUANT TO 103a  
OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK**

The Contractor and/or Vendor and/or Supplier, pursuant to General Municipal Law, section 103a, hereby agrees to the provisions in the law which require that upon refusal of a person, when called before a Grand Jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a Public Authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a Waiver of Immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

(a) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any municipal corporation or fire district or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) Any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this Law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

  
\_\_\_\_\_  
Authorized Signature for Bidder

Carl H Perine, Vice President  
\_\_\_\_\_  
Title

06/03/22  
\_\_\_\_\_  
Date

(Corporate Seal, if any)

(If no seal, write "No Seal"  
across this place and sign)

## CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is required pursuant to Executive Order 11246 (30F.R.1231925). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed sub-contractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or sub-contract subject to the Equal Opportunity Clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

### CERTIFICATION OF BIDDER:

Bidder's Name: Chemung Supply Corp

Address and Zip Code: PO Box 527, Elmira NY 14902

1. Has bidder participated in a previous contract or sub-contract subject to the Equal Opportunity Clause?

Yes ☒ No ☐

If answer is yes, identify the most recent contract: Erie Co, Erie NY

2. Were compliance reports required to be filed in connection with such contract or sub-contract?

Yes ☐ No ☒

If answer is yes, identify the most recent contract: \_\_\_\_\_

a. Has bidder filed all compliance reports due under applicable instructions?

Yes ☐ No ☐ None Required ☒

4. If answer to Item 2.a is "No", please explain in detail.

CERTIFICATION: The information above is true and complete to the best of my knowledge and belief.

 06/03/22

Signature

Date

Carl H Perine, Vice President

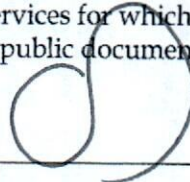
Name & Title Typed



## IRANIAN ENERGY DIVESTMENT CERTIFICATION

### Pursuant to Section 103-g Of the New York State General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
  2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



Signature

Carl H Perine, Vice President  
Title

06/03/22  
Date

Chemung Supply Corp  
Company Name

**BIDDER'S CERTIFICATION ON SEXUAL HARASSMENT**

**IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW §139-I**

In submitting this bid, BIDDER represents, as more fully set forth in the Bid that he/she has implemented a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment prevention training to all of its employees in accordance with New York State Labor Law §201-g.

Dated: Elmira, New York  
June 3, 20 22

Chemung Supply Corp

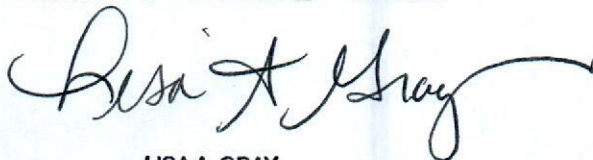
Name of Bidder

Signature of Authorized Official

Carl H Perine, Vice President

Printed or Typed Name of Official and Title

Sworn to before me this  
3rd day of June, 20 22



LISA A. GRAY  
Notary Public, State of New York  
Chemung County No. 01GR6382476  
Commission Expires October 29, 20 22



# AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

Chemung Supply Corporation

2420 Corning Road

Elmira, NY 14903

SURETY (Name, legal status and principal place of business):

Fidelity and Deposit Company of Maryland

1299 Zurich Way

Schaumburg, IL 60196-1056

OWNER (Name, legal status and address):

Chemung County - City of Elmira

203 Lake Street

Elmira NY 14901

Bond Amount: five hundred dollars and zero cents

PROJECT : (Name, location or address, and Project number, if any):

Provide guide rail material & installation

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters in to a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed by the Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of March, 2022

(Witness)

Amyanna Ruggiero

(Witness)

(Seal)

(Seal)

(Principal)

Marc P Stenerman, President

(Title)

Fidelity and Deposit Company of Maryland

(Surety)

(Title) Kelly Shaw, Attorney-in-Fact



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**


KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Kevin MURRAY, Steven SUMNER, Gayle MORSE, Kelly SHAW, JoAnne M. DMINING, Morgan CHAMBERLIN**, of Elmira, New York, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

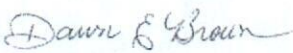
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 13th day of May, A.D. 2021.



**ATTEST:**  
**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

  
By: **Robert D. Murray**  
Vice President

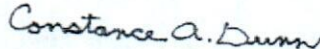
  
By: **Dawn E. Brown**  
Secretary

**State of Maryland  
County of Baltimore**

On this 13th day of May, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

**Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790**



## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

## CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 18th day of March, 2002.



*Brian M. Hodges*

By: Brian M. Hodges  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790



ACKNOWLEDGEMENT PAGE

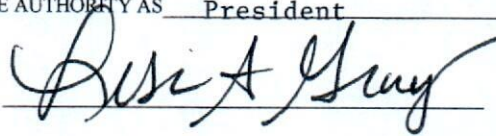
CORPORATION

STATE OF NEW YORK

COUNTY OF Chemung SS

ON THIS 21st DAY OF March 2022 BEFORE ME PERSONALLY CAME  
Marc P Stemerman TO ME PERSONALLY KNOWN AND KNOWN TO ME TO  
BE President OF Chemung Supply Corp

THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE FOREGOING INSTRUMENT AS PRINCIPAL, WHO BEING BY  
ME DULY SWORN, DID DEPOSE AND SAY: THAT HE RESIDES Elmira, NY THAT HE IS  
President OF THE SAID Chemung Supply Corp AND KNOWS  
THE CORPORATE SEAL THEREOF: THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL  
OF SAID COMPANY AND WAS AFFIXED THERETO BY AUTHORITY OF THE BOARD OF DIRECTORS OF SAID COMPANY,  
AND THAT HE SIGNED HIS NAME THERETO BY THE LIKE AUTHORITY AS President OF SAID  
COMPANY.



NOTARY PUBLIC

FOR INDIVIDUAL OR PARTNERSHIP

STATE OF NEW YORK

COUNTY OF \_\_\_\_\_ SS

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_, BEFORE ME PERSONALLY CAME

\_\_\_\_\_ TO ME KNOWN TO BE  
THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRINCIPAL \_\_\_\_\_, AND  
ACKNOWLEDGED THAT \_\_\_\_\_ HE \_\_\_\_\_ EXECUTED THE SAME.

LISA A. GRAY  
Notary Public, State of New York  
Chemung County No. 01GR6382476  
Commission Expires October 29, 2022

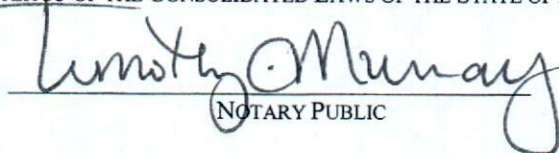
NOTARY PUBLIC

NOTARY JURATS

STATE OF NEW YORK

COUNTY OF CHEMUNG SS

ON THIS 18<sup>TH</sup> DAY OF MARCH IN THE YEAR 2022 BEFORE ME PERSONALLY CAME KELLY SHAW TO ME KNOWN, WHO,  
BEING BY ME DULY SWORN, DID DEPOSE AND SAY, THAT HE RESIDES IN ELMIRA NEW YORK; THAT HE WAS THE  
ATTORNEY-IN-FACT OF THE FIDELITY AND DEPOSIT COMPANY OF MARYLAND, THE CORPORATION NAMED IN AND  
WHICH EXECUTED THE WITHIN INSTRUMENT; THAT HE KNOWS THE SEAL OF SAID CORPORATION; THAT THE SEAL  
AFFIXED TO SAID INSTRUMENT IS SUCH CORPORATE SEAL; THAT IT WAS SO AFFIXED BY ORDER OF THE BOARD OF  
DIRECTORS OF SAID CORPORATION, AND THAT HE SIGNED HIS NAME THERETO BY LIKE ORDER. AND THAT THE  
LIABILITIES OF SAID COMPANY DO NOT EXCEED ITS ASSETS AS ASCERTAINED IN THE MANNER PROVIDED IN SECTION  
183 OF THE INSURANCE LAW, CONSTITUTING CHAPTER 33 OF THE CONSOLIDATED LAWS OF THE STATE OF NEW  
YORK.



NOTARY PUBLIC

TIMOTHY COLLINS MURRAY  
Notary Public, State of New York  
Chemung County No. 01MU6386224  
Commission Expires December 11, 2025



**THE FIDELITY AND DEPOSIT COMPANY**

OF MARYLAND

1299 Zurich Way Schaumburg, IL 60196

**Statement of Financial Condition**

As Of December 31, 2020

**ASSETS**

Bonds.....	\$ 262,624,334
Stocks .....	19,715,392
Cash and Short-Term Investments .....	3,219,781
Reinsurance Recoverable .....	17,293,466
Federal Income Tax Recoverable.....	114,253
Other Accounts Receivable .....	29,083,530
<b>TOTAL ADMITTED ASSETS.....</b>	<b>\$ 332,050,756</b>

**LIABILITIES, SURPLUS AND OTHER FUNDS**

Reserve for Taxes and Expenses .....	\$ 539,588
Ceded Reinsurance Premiums Payable .....	43,847,005
Remittances and Items Unallocated .....	0
Payable to parents, subs and affiliates.....	0
Securities Lending Collateral Liability.....	0
<b>TOTAL LIABILITIES .....</b>	<b>\$ 44,413,593</b>
Capital Stock, Paid Up .....	\$ 5,000,000
Surplus.....	282,637,163
Surplus as regards Policyholders.....	287,637,163
<b>TOTAL .....</b>	<b>\$ 332,050,756</b>

Securities carried at \$165,065,329 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2020 would be \$346,439,970 and surplus as regards policyholders \$302,026,377.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2020.

DocuSigned by:

Laura J. Lazarczyk

42DF6DB471374B0

Corporate Secretary

State of Illinois }  
 City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15<sup>th</sup> day of March, 2021.



*Ryan Horgan*  
 Notary Public

## **SANCTIONS EXCLUSION ENDORSEMENT**



### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

The following exclusion is added to the policy to which it is attached and supersedes any existing sanctions language in the policy, whether included in an Exclusion Section or otherwise:

#### **SANCTIONS EXCLUSION**

Notwithstanding any other terms under this policy, we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent that such cover, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

The term policy may be comprised of common policy terms and conditions, the declarations, notices, schedule, coverage parts, insuring agreement, application, enrollment form, and endorsements or riders, if any, for each coverage provided. Policy may also be referred to as contract or agreement.

We may be referred to as insurer, underwriter, we, us, and our, or as otherwise defined in the policy, and shall mean the company providing the coverage.

Insured may be referred to as policyholder, named insured, covered person, additional insured or claimant, or as otherwise defined in the policy, and shall mean the party, person or entity having defined rights under the policy.

These definitions may be found in various parts of the policy and any applicable riders or endorsements.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED**



**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**  
**RFB-2432 Galvanized Railings (2022-2023)**

Opened: June 7, 2022

<b>Sole Bidder</b>			<b>Chemung Supply Corp</b>
<b>Addendum #1</b>			<b>Received</b>
<b>Surety</b>			<b>Bid Bond</b>
<b>1. Galvanized Corrugated W-Beam Guide Rail &amp; Appurtenances</b>			
<b>Bid Item</b>	<b>Description</b>	<b>UOM</b>	<b>Amount</b>
1A	Corrugated W-Beam Guide Rail (12ga)	LF	\$13.92
1B	Flared type End Wings (12ga)	EA	\$60.70
1C	Wrap-Around type End Wings (12ga)	EA	\$67.14
1RC50	ADD \$/LF for Rail Curving (50-150 ft. Radius)	LF	\$1.75
1RC40	ADD \$/LF for Rail Curving (40-49 ft. Radius)	LF	\$1.75
1RC30	ADD \$/LF for Rail Curving (30-39 ft. Radius)	LF	\$1.75
1RC20	ADD \$/LF for Rail Curving (20-29 ft. Radius)	LF	\$2.00
1RC519	ADD \$/LF for Rail Curving (5-19 ft. Radius)	LF	\$2.25
<b>2. Concrete Anchors for Corrugated Guide Rail (each anchor to include all connection hardware)</b>			
2A	W6x 8.5# x 14" long w/ soil plate with galvanized block-out	EA	\$137.80
2B	Bid Price per set of three (3) triangular Galvanized block-outs Type A,B,&C	EA	\$168.05
2C	Galvanized Terminal End Sections 12'-6" Guard Rail w/ extra holes on one end	EA	\$236.10
2C1	Straight	EA	\$195.60

2C2	Double Twist	EA	\$236.00
<b>3. Galvanized Box Beam Guide Rail and Appurtenances (Unit bid price to include splice hardware)</b>			
3A12	6" x 6" Rail x 12-feet in length	EA	\$421.00
3A18	6" x 6" Rail x 18-feet in length	EA	\$592.00
3A24	6" x 6" Rail x 24-feet in length	EA	\$774.00
3B1	6" x 6" Curved Rail (20-200 feet)	LF	\$45.00
3B2	6" x 6" Curved Rail (205 feet)	LF	\$33.00
3C1	6" x 6" Box Beam End Section (Type I)	EA	\$472.00
3C2	6" x 6" Box Beam End Section (Type II)	EA	\$543.00
3C3	6" x 6" Box Beam End Section (Type III)	EA	\$5,963.00



Bid Item	Description	UOM	Amount
<b>4. Galvanized I-Beam Guide Rail Posts (Each Post to include all hardware for erecting guide rail)</b>			
4A	3" I x 5.7# x 5'-3"long (box beam) w/ soil plate, support angles and hardware	EA	\$94.80
4B	3" I x 5.7# x 5'-3"long (corrugated rail) w/ soil plate, support angles	EA	\$85.20
4C	W6 x 8.5# x 5'-6"long; w/ soil plate	EA	\$119.52
4D	W6 x 8.5# x 5'-6"long; w/o soil plate	EA	\$79.38
4E	W6 X 8.5# x 7'-0" long; with soil plate	EA	\$124.60
<b>5. Bridge and Culvert Rail and Appurtenances (includes all hardware for erecting rail)</b>			
5A	Galvanized 6" x 6" Box Beam Rail	LF	\$1,052.00
5B	Galvanized Bridge Rail Post w/anchor plate, anchor bolts and hardware w/ shelf angles and hardware	EA	\$604.00
<b>6. Installation of Railing Posts and Appurtenances (Includes required Labor and Equipment)</b>			
Labor: Unit bid prices for providing a minimum of one(1) foreman and one (1) helper Equipment: Unit and equipment to drive a minimum of 150 posts per day			
6A	Driving Posts-Including Layout	HR	\$272.00
6B	Driving Posts-Not Including Layout	HR	\$272.00
			\$12,546.71

**County shall provide a minimum of two (2) men and one (1) truck to assist with the operation**



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution authorizing agreements with Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC, Labella Associates, and Fagan Engineers & Land Surveyors, PC on behalf of the Chemung County Department of Public Works (RFQ-2382)

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

This agenda item requests approval of engineering term agreements with 3 firms:

Hunt E-A-S

Labella Associates

Fagan Engineers & Land Surveyors

We sent RFQ-2382 to 7 firms: all 5 firms on our Local Design Services Agreement List (Federal Aid List) and 2 additional firms based in Chemung County. Recommendation is to award to the 3 firms listed above. They each have offices in Chemung County (2 in Elmira, 1 in Big Flats.)

Labella has the lowest hourly rates, while Fagan has the 2nd lowest hourly rates. Hunt has the 3rd lowest hourly rates, and are tied with Fagan for the lowest cost of soil boring services.

I have attached their submittals and the RFQ for review. DPW has Legislative approved budget funds of \$50,000 in 20-5010-50408 (Engineering Contracts.)

Please contact me with any questions.

Thanks,

Andy Avery

Vendor/Provider	Varies - See Description				
Term	1-yr + 1-yr Optional Extension	Total Amount	\$50,000	Prior Amount	0
Local Share	100% - \$50,000	State Share	0	Federal Share	0
Project Budgeted?	Yes	Funds are in Account #			

**CREATION:**

Date/Time:	Department:
6/14/2022 10:50:48 AM	County Executive

### **APPROVALS:**

Date/Time:	Approval:	Department:	
6/14/2022 11:04 AM	Approved	County Executive	
6/15/2022 10:29 AM	Approved	Budget and Research	
6/22/2022 12:06 PM	Approved	Legislature Chairman	

### **ATTACHMENTS:**

Name:	Description:	Type:
<a href="#">FE - RFQ-2382 Engineering Services (2022-2023)-Final.pdf</a>	FE-RFQ-2382 Engineering Services	Cover Memo
<a href="#">LaBella Proposal for RFQ-2382 Engineering Services (2022-2023).pdf</a>	LaBella Proposal for RFQ-2382	Cover Memo
<a href="#">Proposal for RFQ-2382 Engineering Services 22-23.pdf</a>	Proposal for RFQ-2382 Engineering Svcs	Cover Memo
<a href="#">RFQ-2382 Engineering Services (2022-2023)-Final.pdf</a>	RFQ-Engineering SVCS 2022-2023	Cover Memo

**County of Chemung  
New York State  
REQUEST FOR PROPOSAL FOR PUBLIC WORK OR SERVICE**

Issue Date: 21-March-2022

**RFQ Information:**

Proposal Due Date: 11-April-2022 Time Due: 2:00 **PM**

Work to Begin by: 02-May-2022 and Completed on or before: As Assigned

Prevailing Wages applicable: Yes No

Depends on type of work.

**County Information:**

Department/Division Public Works Requested by: Andrew P. Avery, PE

Phone # (607) 739-3896 Fax# (607) 796-2146 e-mail: aavery@cityofelmira.net

**Vendor Information:**

Name/Address Fagan Engineers & Land Surveyors, PC, 113 E. Chemung Place, Elmira, NY 14904

Contact Person Christopher Karam, VP Phone # 607.734.2165 x212 Fax # 607.737.2169  
[Christopher.Karam@FaganEngineers.com](mailto:Christopher.Karam@FaganEngineers.com)

**ENGINEERING SERVICES**

**PART I PARTIES AND PROJECTS**

The Chemung County Department of Public Works desires to retain an Engineering Firm (the Engineer) to perform certain consulting, survey, design, inspection and advisory services on behalf of the County of Chemung when required for projects as authorized by the County of Chemung. The Engineer will be proficient in multiple Civil Engineering disciplines, including structures, bridges, culverts, highways and streets, drainage, sewers, and traffic signals.

**PART II ENGINEERING CHARGES**

2.1 The Engineer will furnish the County of Chemung with engineering services as required for which the County of Chemung shall compensate the Engineer at hourly rates as proposed below:

	Per Hour
2.1.1 <u>Field Survey</u> (* - Except where Prevailing Wage Applies)	
Professional Land Surveyor	\$ <u>120</u>
Field Crew*	\$ <u>85 (1-Per Robot/GPS)</u>
	\$ <u>150 (2-Person)</u>

2.1.2 Mapping

Senior Survey Party Chief	\$ <u>90</u>
CAD Operator	\$ <u>90</u>
Review by Licensed Surveyor	\$ <u>120</u>

2.1.3 Design Engineering

Principal	\$ <u>150</u>
Senior Design Engineer	\$ <u>120</u>
Design Engineer   Professional Geologist (soils)	\$ <u>100</u>
Junior Engineer	\$ <u>80</u>
Engineering Technician   Staff Geologist (soils)	\$ <u>75</u>
Technical Typist	\$ <u>50</u>

2.1.4 Construction Inspection

Engineering Technician IV	\$ <u>100</u>
Engineering Technician III*	\$ <u>85</u>
*Also includes In-Situ Density (Nuclear) Testing	
Engineering Technician II	\$ <u>75</u>
Engineering Technician I	\$ <u>60</u>

2.1.5 Borings needed for Design

Asphalt/Concrete Borings	(each)	\$ <u>190 (2 foot spoon)</u>
Soil Borings	(each)	\$ <u>320 (8') or \$400 (10')</u>
Mobilization	(cost per assignment)	\$ <u>1,350</u>

2.1.6 Disbursements

Mileage will be reimbursed at the federal reimbursement rate.  
Please provide proposed Reprographics Rates on a separate attachment.



General reprographics, printing and copying is included in the proposed hourly rates. The following rates will be used for production copying as requested:

Black & White Reproductions	\$0.05 Per Copy
Color Reproductions	\$0.25 Per Copy
Large Format Prints	\$1.50 Per Sheet

## A. General Conditions

1. **Intent:** It is Chemung County's intent to award this contract to the proposer submitting the proposal that provides the Best Value to the County. The County has the right to reject any or all proposals and to waive technicalities if its best interest will be served thereby.
2. **Submission of Proposal:** Proposals are to be submitted to the County Department and person listed on or before the due date and time. Initial all pages of this document and return with the proposal. Include any other documents required in the technical specifications. No vendor contracts shall be signed or agreed to by the County.
  - a. Proposals shall remain firm for forty-five (45) calendar days from proposal due date.
3. **Insurance:** The successful proposer shall provide insurance certificates, and/or other proofs of insurance to Chemung County within one week of notification of award and prior to start of work as follows:
  - a. **General Liability Insurance:** in the amount of \$1,000,000.00 per occurrence and certificate naming the County of Chemung, its officers and employees as additional insured on a primary basis.
  - b. **Workers Compensation:** Proof of workers compensation must be provided.
  - c. **Professional Liability Insurance:** The Engineer shall procure professional liability insurance for services to be performed pursuant to this contract against the malpractice of errors and omissions of Engineer in the amount of \$1,000,000 (One Million Dollars). Engineer shall provide County of Chemung with a certificate of insurance from an insurance carrier authorized to do business in New York State evidencing that an insurance policy of the aforesaid type is in force. Said certificate shall contain a ten (10) day cancellation, assignment or change of afore described insurance policy, Engineer shall also notify County of Chemung of said cancellation, amendment or change.
4. **Prevailing Wage Requirements (IF APPLICABLE):** Contractor must pay workers according to NYS prevailing wage schedules applicable on the effective date of the contract. Pursuant to Sections 220 (3-a) of the NYS Labor Law, the successful proposer to whom the County awards the contract, and any subcontractor performing work under said contract, shall submit to Chemung County a transcript of its original payroll records within thirty (30) days of the issuance of the contract (purchase order), and payroll records within thirty (30) days thereafter.
5. **Issuance of Purchase Order – Notice to Proceed:** Upon receipt of all required insurance certificates, a purchase order will be issued to the successful contractor and this shall be the notice to proceed.
6. **Payment:** Payment shall be made within forty-five (45) days of County acceptance of all contract work or receipt of the contractor's invoice, whichever is later.
7. **Executory Clause:** This contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account therefore shall be incurred beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate, or make available monies for the purpose of the contract.
8. **Financial and Professional Qualifications:** The County reserves the right to require the apparent low proposer to furnish evidence, including documentary evidence where deemed necessary, to establish proof of financial responsibility and ability to perform the contract, if awarded. The County reserves the right to conduct investigations as to the qualifications and financial position of the apparent low proposer to the fullest extent allowed by law. The County, in its sole discretion, shall determine financial and professional adequacy of proposer.


9. **Vendor Knowledge of Requirements:** All prospective proposers must carefully inspect these proposal documents and the actual work site. The submission of a proposal will be construed as evidence that the proposer has made such examinations. Technical questions and/or appointments to tour the work site can be made by contacting the County employee listed on this document.
10. **Ownership of Documents:** All reports, maps, plans, specifications, and other documents prepared by the Engineers, being instruments of service, shall be considered to be property of the County when paid for, pursuant to the Agreement.
11. **Delegation of Duties:** The Engineer shall not assign, transfer, or otherwise dispose of this Contract without the previous consent in writing of the County.
12. **Termination:** The Agreement may be terminated by either party with thirty (30) days written notice. The Engineer shall be paid the accumulated fees to the date of the termination of service.
13. **Term:** The Term of this Agreement shall be for a period of one year beginning on the 2nd day of May 2022 and terminating on the 1st day of May 2023, and may be extended for 1-year upon written agreement by both parties.
14. **Compensation** The charges for engineering services as outlined in Part II of this Agreement shall not exceed the sum listed in the purchase order without prior written authorization. Projects will be assigned as needed by the Department of Public Works.

**The attached proposal is submitted by:**

**James B. Gensel, P.E. - President**

---

Name and Title of Person Preparing Proposal

  
\_\_\_\_\_  
Signature of Person Preparing Proposal and Date





April 6, 2022

Mr. Andrew P. Avery, P.E.  
Chemung County Department of Public Works  
803 Chemung Street  
Horseheads, NY 14845

**RE: LaBella Proposal for  
RFQ – 2382: Engineering Services (2022 – 2023)**

Dear Mr. Avery:

Thank you for this opportunity to provide consulting engineering services for RFQ – 2382: Engineering Services (2022 – 2023). Enclosed, please find LaBella's proposal for your review and consideration.

If you should have any questions on this proposal, please do not hesitate to contact me or Steve Gauthier (ph: 585-295-6657, email: [sgauthier@labellapc.com](mailto:sgauthier@labellapc.com)).

Respectfully submitted,

**LaBella Associates**

A handwritten signature in black ink that reads 'Brian R. Miller'.

Brian R. Miller, P.E.  
Sr. Vice President  
Transportation Division Director

**County of Chemung  
New York State  
REQUEST FOR PROPOSAL FOR PUBLIC WORK OR SERVICE**

Issue Date: 21-March-2022

**RFQ Information:**

Proposal Due Date: 11-April-2022 Time Due: 2:00 **PM**  
Work to Begin by: 02-May-2022 and Completed on or before: As Assigned

Prevailing Wages applicable: Yes No

Depends on type of work.

**County Information:**

Department/Division Public Works Requested by: Andrew P. Avery, PE  
Phone # (607) 739-3896 Fax# (607) 796-2146 e-mail: aavery@cityofelmira.net

**Vendor Information:**

Name/Address LaBella Associates, D.P.C., 300 State St., Rochester, NY 14614  
Contact Person Brian Miller, P.E. Phone # (585) 295-6235 Fax # (585) 454-3066

**ENGINEERING SERVICES**

**PART I PARTIES AND PROJECTS**

The Chemung County Department of Public Works desires to retain an Engineering Firm (the Engineer) to perform certain consulting, survey, design, inspection and advisory services on behalf of the County of Chemung when required for projects as authorized by the County of Chemung. The Engineer will be proficient in multiple Civil Engineering disciplines, including structures, bridges, culverts, highways and streets, drainage, sewers, and traffic signals.

**PART II ENGINEERING CHARGES**

2.1 The Engineer will furnish the County of Chemung with engineering services as required for which the County of Chemung shall compensate the Engineer at hourly rates as proposed below:

	Per Hour
2.1.1 <u>Field Survey</u>	
Professional Land Surveyor	\$ <u>\$115</u>
Field Crew	\$ <u>\$210</u>

2.1.2 Mapping

Senior Survey Party Chief	\$ <u>80</u>
CAD Operator	\$ <u>70</u>
Review by Licensed Surveyor	\$ <u>110</u>

2.1.3 Design Engineering

Principal	\$ <u>155</u>
Senior Design Engineer	\$ <u>125</u>
Design Engineer	\$ <u>90</u>
Junior Engineer	\$ <u>70</u>
Engineering Technician	\$ <u>80</u>
Technical Typist	\$ <u>50</u>

2.1.4 Construction Inspection

Engineering Technician IV	\$ <u>95</u>
Engineering Technician III	\$ <u>85</u>
Engineering Technician II	\$ <u>70</u>
Engineering Technician I	\$ <u>65</u>

2.1.5 Borings needed for Design

Asphalt/Concrete Borings	(each)	\$ <u>475 *</u>
Soil Borings	(each)	\$ <u>3,400 *</u>
(Soil borings in excess of 50 ft. will be charged an additional rate of \$33/ft. beyond 50 ft.)		
Rock Cores	(each)	\$ <u>750 *</u>
(Assumed 10 ft. rock core)		
Mobilization	(cost per assignment)	\$ <u>2,350 *</u>

\* Please refer to LaBella List of Assumptions to clarify the costs shown above.

2.1.6 Disbursements

Mileage will be reimbursed at the federal reimbursement rate.  
Please provide proposed Reprographics Rates on a separate attachment.

## A. General Conditions

1. **Intent:** It is Chemung County's intent to award this contract to the proposer submitting the proposal that provides the Best Value to the County. The County has the right to reject any or all proposals and to waive technicalities if its best interest will be served thereby.
2. **Submission of Proposal:** Proposals are to be submitted to the County Department and person listed on or before the due date and time. Initial all pages of this document and return with the proposal. Include any other documents required in the technical specifications. No vendor contracts shall be signed or agreed to by the County.
  - a. Proposals shall remain firm for forty-five (45) calendar days from proposal due date.
3. **Insurance:** The successful proposer shall provide insurance certificates, and/or other proofs of insurance to Chemung County within one week of notification of award and prior to start of work as follows:
  - a. **General Liability Insurance:** in the amount of \$1,000,000.00 per occurrence and certificate naming the County of Chemung, its officers and employees as additional insured on a primary basis.
  - b. **Workers Compensation:** Proof of workers compensation must be provided.
  - c. **Professional Liability Insurance:** The Engineer shall procure professional liability insurance for services to be performed pursuant to this contract against the malpractice of errors and omissions of Engineer in the amount of \$1,000,000 (One Million Dollars). Engineer shall provide County of Chemung with a certificate of insurance from an insurance carrier authorized to do business in New York State evidencing that an insurance policy of the aforesaid type is in force. Said certificate shall contain a ten (10) day cancellation, assignment or change of afore described insurance policy, Engineer shall also notify County of Chemung of said cancellation, amendment or change.
4. **Prevailing Wage Requirements (IF APPLICABLE):** Contractor must pay workers according to NYS prevailing wage schedules applicable on the effective date of the contract. Pursuant to Sections 220 (3-a) of the NYS Labor Law, the successful proposer to whom the County awards the contract, and any subcontractor performing work under said contract, shall submit to Chemung County a transcript of its original payroll records within thirty (30) days of the issuance of the contract (purchase order), and payroll records within thirty (30) days thereafter.
5. **Issuance of Purchase Order – Notice to Proceed:** Upon receipt of all required insurance certificates, a purchase order will be issued to the successful contractor and this shall be the notice to proceed.
6. **Payment:** Payment shall be made within forty-five (45) days of County acceptance of all contract work or receipt of the contractor's invoice, whichever is later.
7. **Executory Clause:** This contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account therefore shall be incurred beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate, or make available monies for the purpose of the contract.
8. **Financial and Professional Qualifications:** The County reserves the right to require the apparent low proposer to furnish evidence, including documentary evidence where deemed necessary, to establish proof of financial responsibility and ability to perform the contract, if awarded. The County reserves the right to conduct investigations as to the qualifications and financial position of the apparent low proposer to the fullest extent allowed by law. The County, in its sole discretion, shall determine financial and professional adequacy of proposer.

9. **Vendor Knowledge of Requirements:** All prospective proposers must carefully inspect these proposal documents and the actual work site. The submission of a proposal will be construed as evidence that the proposer has made such examinations. Technical questions and/or appointments to tour the work site can be made by contacting the County employee listed on this document.
10. **Ownership of Documents:** All reports, maps, plans, specifications, and other documents prepared by the Engineers, being instruments of service, shall be considered to be property of the County when paid for, pursuant to the Agreement.
11. **Delegation of Duties:** The Engineer shall not assign, transfer, or otherwise dispose of this Contract without the previous consent in writing of the County.
12. **Termination:** The Agreement may be terminated by either party with thirty (30) days written notice. The Engineer shall be paid the accumulated fees to the date of the termination of service.
13. **Term:** The Term of this Agreement shall be for a period of one year beginning on the 2nd day of May 2022 and terminating on the 1st day of May 2023 and may be extended for 1-year upon written agreement by both parties.
14. **Compensation** The charges for engineering services as outlined in Part II of this Agreement shall not exceed the sum listed in the purchase order without prior written authorization. Projects will be assigned as needed by the Department of Public Works.

**The attached proposal is submitted by:**

Brian Miller, P.E., Sr. Vice President  
Director of Transportation  
LaBella Associates, D.P.C.

\_\_\_\_\_  
Name and Title of Person Preparing Proposal

 4/5/22  
\_\_\_\_\_  
Signature of Person Preparing Proposal and Date

Chemung County-City of Elmira Purchasing Department  
John H. Hazlett Building – 2nd Floor  
203 Lake Street P.O. Box 588  
Elmira, NY 14901  
PH: 607-737-3577 FX: 607-737-2073

ADDENDUM # 1

RFQ-2382 ENGINEERING SERVICES (2022-2023)

Bids Due on April 11, 2022 at 1:45 PM (UNCHANGED)

Please see responses to questions received for clarification on this RFQ.

1. Can you clarify what the County is looking for with respect to “the proposal” referred to under section A.2 – Submission of Proposal

**2. Submission of Proposal:** Proposals are to be submitted to the County Department and person listed on or before the due date and time. Initial all pages of this document and return with the proposal. Include any other documents required in the technical specifications. No vendor contracts shall be signed or agreed to by the County.

“The Proposal” would refer to the pricing requested on pages 1-2.

2. I do not see any “technical specifications” section identified in the RFQ other than “consulting, survey, design, inspection and advisory services on behalf of the County of Chemung” described in Part I. Can you tell me what this is referring to?

This RFQ does not have any “technical specifications”, please disregard.

3. Are you looking for firms to submit general firm qualification, similar to the recent LDSA SF300? Please clarify what you are looking for so we can provide the County with the appropriate information.

County DPW is requesting just pricing for items 2.1.1 thru 2.1.5.

4. Clarify the “Per Hour” rate requested in the form is a loaded hourly rate which includes labor, overhead and fee. Correct?

Hourly rates shall include labor, overhead and fee.

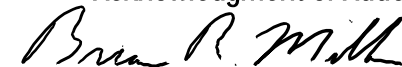
Please contact the Purchasing Office if you have questions.

Thank you

By: Tricia Wise, Purchasing Director

Date Issued: March 28, 2022

☒ Acknowledgment of Addendum #1:



Brian R. Miller, PE  
Senior Vice President  
Director of Transportation  
LaBella Associates, D.P.C.

**Chemung County-City of Elmira Purchasing Department**  
John H. Hazlett Building – 2nd Floor  
203 Lake Street P.O. Box 588  
Elmira, NY 14901  
PH: 607-737-3577 FX: 607-737-2073

**ADDENDUM # 2**

**RFQ-2382 ENGINEERING SERVICES (2022-2023)**

**Bids Due** on April 11, 2022 at 1:45 PM (**UNCHANGED**)

Please see responses to questions received for clarification on this RFQ.

1. We have a question regarding the services described under Item 2.1.5 of the RFP:

The cost of this work is directly affected by the length of the boring, the conditions encountered, access conditions at the site, work zone traffic control, sampling required and testing done on the cores or samples that are obtained. For these reasons, we do not feel it is appropriate to provide a price based on an “each” basis. In order to do this we would need to make a whole host of assumptions regarding the factors mentioned above and get quotes from a driller, which will likely be high due to the unknowns.

We would prefer not to provide pricing for Item 2.1.5. Is this acceptable, or will our proposal be considered non-responsive?

Chemung County DPW would prefer to see the cost of the borings included. It is understood that costs will be higher when locations are unknown.

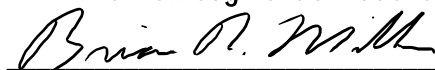
Please contact the Purchasing Office if you have questions.

Thank you

**By: Tricia Wise, Purchasing Director**

**Date Issued: March 28, 2022**

☒ **Acknowledgment of Addendum #2:**



Brian R. Miller, PE  
Senior Vice President  
Director of Transportation  
LaBella Associates, D.P.C.

## **RFQ-2382 ENGINEERING SERVICES (2022-2023)**

### **List of Assumptions**

#### **Item 2.1.5 Borings needed for Design**

- **Asphalt/Concrete Cores (each):** The costs associated with obtaining asphalt/concrete cores are for performing the work by LaBella Environmental, LLC and are based on the following assumptions:
  - All asphalt/concrete testing of the cores requested by the County will be performed by a third-party testing agency retained by LaBella. All third-party asphalt/concrete testing will be charged to the assignment as a direct expense.
  - Each assignment is assumed to consist of obtaining two (2) asphalt/concrete cores (min.) for each assignment, and the work will take one (1) day to complete at the site.
  - Asphalt cores (borings) are assumed to be a maximum of two (2) ft. below top of pavement to determine pavement section composition.
  - Work Zone Traffic Control (WZTC), if required, will be provided by the County.
  - Assume a NYSDOT Highway Permit will not be required.
  - Assume a minimum of two (2) cores will be acquired in a single day. Minimum charge will be reflected as two cores.
  - Mobilization for asphalt/concrete cores is included in the costs for asphalt/concrete cores.
- **Soil Borings (each):** The costs associated with obtaining soil borings are for performing the work by LaBella Environmental, LLC and are based on the following assumptions:
  - Soil boring cost is based on assuming a 50 ft. (min.) boring unless otherwise directed by the County. The assumed soil sampling program will be the following:

<b><u>Boring Depth (ft.)</u></b>	<b><u>Sampling Regimen</u></b>
0 – 10 ft.	Standard split-spoon sampling at 5 ft. intervals.
10 ft. – 20 ft.:	Continuous split-spoon sampling.
20 ft. – end of boring	Standard sampling at 5 ft. intervals.





- An additional charge of \$33/ft. beyond 50 ft. depth of boring will be charged. This additional rate is to account for the added effort and tooling necessary for deep soil borings.
- A representative of LaBella will be on-site to oversee the soil boring operations, perform soil sample classification, and prepare soil boring logs.
- All testing of the soils requested by the County will be performed by a third-party testing agency retained by LaBella after consulting with the County. All third-party soils testing will be charged to the assignment as a direct expense.
- Rock Cores (each): The costs associated with obtaining rock cores are for performing the work by LaBella Environmental, LLC and are based on the following assumptions:
  - Rock core cost is based on assuming a 10 ft. rock core will be obtained, unless directed otherwise.
  - All rock core testing of the cores requested by the County will be performed by a third-party testing agency retained by LaBella. All third-party rock core testing will be charged to the assignment as a direct expense.
- Mobilization (cost per assignment): The costs associated with mobilization are based on LaBella Environmental, LLC performing the work and on the following assumptions:
  - Each assignment is assumed to consist of obtaining two (2) soil borings (min.) and the work will take two (2) days to complete the borings at the site.
  - Per Diem costs for Chemung County for drill rig crew are included.
  - Prevailing wages are applicable for the drilling crew.
  - LaBella will engage and coordinate with Dig Safely – NY to determine the potential for conflicts of proposed soil boring locations with underground utilities (utilities within the ROW). Should additional underground utility investigations be required necessitating the use of Ground Penetrating Radar (GPR), LaBella will retain an Underground Utility Locating Contractor, which will be charged to the assignment as a direct expense.
  - Costs associated with coordination and soil boring layout is included.
  - The deliverable to the County will be final soil boring logs with classified soil descriptions.
  - Work Zone Traffic Control (WZTC), if required, will be provided by the County.
  - Assume a NYSDOT Highway Permit will not be required.



#### **Item 2.1.6 Disbursements**

- **Reprographics:** General reprographics, printing and copying is included in the proposed hourly rates. The following rates will be used for production copying as requested:

#### **Reproduction, Drawings & Report**

Deeds:	\$1.00 ea.
Photocopies:	\$0.20 ea.
Photos:	\$1.00 ea.
Sepias:	\$1.00 ea.

- **Other Potential Costs:** On occasion for bridge inspections to address structural flags, rental of an ultrasonic steel thickness measuring device (a.k.a. D-meter) is required to confirm steel beam section losses. The D-meter is rented from a third-party entity and will be charged to the assignment as a direct expense (typically \$90 - \$100 per day).

  
\_\_\_\_\_  
Brian R. Miller, PE  
Senior Vice President  
Director of Transportation  
(date)

**County of Chemung  
New York State  
REQUEST FOR PROPOSAL FOR PUBLIC WORK OR SERVICE**

Issue Date: 21-March-2022

**RFQ Information:**

Proposal Due Date: 11-April-2022 Time Due: 2:00 **PM**  
Work to Begin by: 02-May-2022 and Completed on or before: As Assigned

Prevailing Wages applicable: Yes No

Depends on type of work.

**County Information:**

Department/Division Public Works Requested by: Andrew P. Avery, PE  
Phone # (607) 739-3896 Fax# (607) 796-2146 e-mail: aavery@cityofelmira.net

**Vendor Information:**

Name/Address Hunt Engineers, Architects, Land Surveyors & Landscape Architect DPC

Contact Person Christopher J. Bond, PE Phone # (607) 358-1000 Fax # (607) 358-1800

**ENGINEERING SERVICES**

**PART I PARTIES AND PROJECTS**

The Chemung County Department of Public Works desires to retain an Engineering Firm (the Engineer) to perform certain consulting, survey, design, inspection and advisory services on behalf of the County of Chemung when required for projects as authorized by the County of Chemung. The Engineer will be proficient in multiple Civil Engineering disciplines, including structures, bridges, culverts, highways and streets, drainage, sewers, and traffic signals.

**PART II ENGINEERING CHARGES**

2.1 The Engineer will furnish the County of Chemung with engineering services as required for which the County of Chemung shall compensate the Engineer at hourly rates as proposed below:

2.1.1	<u>Field Survey</u>	<u>Per Hour</u>
	Professional Land Surveyor	<u>\$ 120.00</u>
	Field Crew	<u>Controlled by prevailing wage but one-man crew similar to party chief and two-man similar to party chief plus technician.</u>

Christopher J. Bond, PE, President/CEO Initial: CB

2.1.2 Mapping

Senior Survey Party Chief	\$ <u>105.00</u>
CAD Operator	\$ <u>85.00</u>
Review by Licensed Surveyor	\$ <u>120.00</u>

2.1.3 Design Engineering

Principal	\$ <u>180.00</u>
Senior Design Engineer	\$ <u>150.00</u>
Design Engineer	\$ <u>120.00</u>
Junior Engineer	\$ <u>100.00</u>
Engineering Technician	\$ <u>90.00</u>
Technical Typist	\$ <u>65.00</u>

2.1.4 Construction Inspection

Engineering Technician IV	\$ <u>135.00</u>
Engineering Technician III	\$ <u>105.00</u>
Engineering Technician II	\$ <u>90.00</u>
Engineering Technician I	\$ <u>75.00</u>

2.1.5 Borings needed for Design

Asphalt/Concrete Borings	(each)	\$ <u>190.00</u>
Soil Borings	(each)	\$ <u>320.00 each 8-foot</u> \$ <u>400.00 each 10-foot</u>
Mobilization	(cost per assignment)	\$ <u>1,350.00</u>

\* See attached rate sheet attached from subcontractor.

2.1.6 Disbursements

Mileage will be reimbursed at the federal reimbursement rate.  
Please provide proposed Reprographics Rates on a separate attachment.

Christopher J. Bond, PE, President/CEO Initial: CB

**A. General Conditions**

1. **Intent:** It is Chemung County's intent to award this contract to the proposer submitting the proposal that provides the Best Value to the County. The County has the right to reject any or all proposals and to waive technicalities if its best interest will be served thereby.
2. **Submission of Proposal:** Proposals are to be submitted to the County Department and person listed on or before the due date and time. Initial all pages of this document and return with the proposal. Include any other documents required in the technical specifications. No vendor contracts shall be signed or agreed to by the County.
  - a. Proposals shall remain firm for forty-five (45) calendar days from proposal due date.
3. **Insurance:** The successful proposer shall provide insurance certificates, and/or other proofs of insurance to Chemung County within one week of notification of award and prior to start of work as follows:
  - a. **General Liability Insurance:** in the amount of \$1,000,000.00 per occurrence and certificate naming the County of Chemung, its officers and employees as additional insured on a primary basis.
  - b. **Workers Compensation:** Proof of workers compensation must be provided.
  - c. **Professional Liability Insurance:** The Engineer shall procure professional liability insurance for services to be performed pursuant to this contract against the malpractice of errors and omissions of Engineer in the amount of \$1,000,000 (One Million Dollars). Engineer shall provide County of Chemung with a certificate of insurance from an insurance carrier authorized to do business in New York State evidencing that an insurance policy of the aforesaid type is in force. Said certificate shall contain a ten (10) day cancellation, assignment or change of afore described insurance policy, Engineer shall also notify County of Chemung of said cancellation, amendment or change.
4. **Prevailing Wage Requirements (IF APPLICABLE):** Contractor must pay workers according to NYS prevailing wage schedules applicable on the effective date of the contract. Pursuant to Sections 220 (3-a) of the NYS Labor Law, the successful proposer to whom the County awards the contract, and any subcontractor performing work under said contract, shall submit to Chemung County a transcript of its original payroll records within thirty (30) days of the issuance of the contract (purchase order), and payroll records within thirty (30) days thereafter.
5. **Issuance of Purchase Order – Notice to Proceed:** Upon receipt of all required insurance certificates, a purchase order will be issued to the successful contractor and this shall be the notice to proceed.
6. **Payment:** Payment shall be made within forty-five (45) days of County acceptance of all contract work or receipt of the contractor's invoice, whichever is later.
7. **Executory Clause:** This contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account therefore shall be incurred beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate, or make available monies for the purpose of the contract.
8. **Financial and Professional Qualifications:** The County reserves the right to require the apparent low proposer to furnish evidence, including documentary evidence where deemed necessary, to establish proof of financial responsibility and ability to perform the contract, if awarded. The County reserves the right to conduct investigations as to the qualifications and financial position of the apparent low proposer to the fullest extent allowed by law. The County, in its sole discretion, shall determine financial and professional adequacy of proposer.

Christopher J. Bond, PE, President/CEO Initial: CB

9. **Vendor Knowledge of Requirements:** All prospective proposers must carefully inspect these proposal documents and the actual work site. The submission of a proposal will be construed as evidence that the proposer has made such examinations. Technical questions and/or appointments to tour the work site can be made by contacting the County employee listed on this document.
10. **Ownership of Documents:** All reports, maps, plans, specifications, and other documents prepared by the Engineers, being instruments of service, shall be considered to be property of the County when paid for, pursuant to the Agreement.
11. **Delegation of Duties:** The Engineer shall not assign, transfer, or otherwise dispose of this Contract without the previous consent in writing of the County.
12. **Termination:** The Agreement may be terminated by either party with thirty (30) days written notice. The Engineer shall be paid the accumulated fees to the date of the termination of service.
13. **Term:** The Term of this Agreement shall be for a period of one year beginning on the 2nd day of May 2022 and terminating on the 1st day of May 2023, and may be extended for 1-year upon written agreement by both parties.
14. **Compensation** The charges for engineering services as outlined in Part II of this Agreement shall not exceed the sum listed in the purchase order without prior written authorization. Projects will be assigned as needed by the Department of Public Works.

**The attached proposal is submitted by:**

**Christopher J. Bond, PE, President/CEO**

\_\_\_\_\_  
Name and Title of Person Preparing Proposal



\_\_\_\_\_  
Signature of Person Preparing Proposal and Date

Task Description	Unit	Unit Cost	Notes
Mob/Demob Truck Mounted Drill Rig & Crew	Each	\$1,350.00	For one day job with no overnight. TBD after that.
Per Diem (Drill Crew)	Night	\$450.00	Applies jobs where duration requires overnight travel
ATV Drill Rig Mob/Demob	LS	\$500.00	
Asphalt Core with 2 foot spoon	Each	\$190.00	
Pavement Repair with Asphalt Cold Patch	Each	\$50.00	
8-Foot Soil Boring with Sampling	Each	\$320.00	
10 Foot Boring with Sampling	Each	\$400.00	
Hollow Stem Auger Boring with Sampling (N<50 blows/ft., 0-50 ft depth)	LF	\$37.00	
Hollow Stem Auger Boring with Sampling (N>50 blows/ft., or 50-100 ft depth)	LF	\$52.00	
Rock Core Setup	Setup	\$200.00	
Rock Coring	LF	\$95.00	
M&PT - Cones and Signs	Day	\$350.00	
M&PT - One Man Flag Crew (Up to 8 Hour Day)	Day	\$1,500.00	
Per Diem - 1 Man Flag Crew	Night	\$210.00	Applies jobs where duration requires overnight travel
M&PT - 2 Man Flag Crew (Up to 8 Hour Day)	Day	\$2,700.00	
Per Diem - 2 Man Flag Crew	Night	\$450.00	Applies jobs where duration requires overnight travel
Staff Geologist	Hour	\$70.00	
Professional Geologist	Hour	\$85.00	
Project Manager	Hour	\$80.00	
Senior Project Manager	Hour	\$105.00	
Administrative	Hour	\$50.00	
Pickup Mileage	Mile	\$0.75	Applies for layout tasks, additional travel for crews etc.

**Notes:**

- 1) Tasks such as layout, Dig Safe Tickets, permits, project management will be billed at the hourly rates indicated.
- 2) Core review, core photographs, soil review, soil logs and reporting will be billed at the hourly rates noted.
- 3) Project specific costs for mob/demob can be given on a project by project basis.



Attachment A - 2022 Reprographics Rates  
Chemung County  
2022 Agreement for Engineering Services

### Small Format Services

Black & White Copies		<i>per impression</i>	
		<u>8½ x 11</u>	<u>11 x 17</u>
Tier 1: 0 - 5,000		\$0.060	\$0.120
Tier 2: 5,001 - 25,000		\$0.050	\$0.100
Tier 3: 25,001 - 50,000		\$0.045	\$0.090
Tier 4: 50,001 – 100,000		\$0.040	\$0.080
Tier 5: 100,000 +		\$0.035	\$0.070
Color Copies		<i>per impression</i>	
		<u>8½ x 11</u>	<u>11 x 17</u>
Tier 1: 1 – 5000		\$0.39	\$0.78
Tier 2: 5001 - 25,000		\$0.37	\$0.74
Tier 3: 25,001 - 50,000		\$0.35	\$0.70
Tier 4: 50,001 - 100,000		\$0.33	\$0.66
Tier 5: Over 100,000		\$0.31	\$0.62
Specification Book/Report Binding ( <i>includes cardstock covers</i> )		<i>per impression</i>	
		<u>8½ x 11</u>	<u>11 x 17</u>
B&W 8½ x 11 copies on bond			
Tier 1: 0 - 5,000		\$0.060	\$0.120
Tier 2: 5,001 - 25,000		\$0.050	\$0.100
Tier 3: 25,001 - 50,000		\$0.045	\$0.090
Tier 4: 50,001 – 100,000		\$0.040	\$0.080
Tier 5: 100,000 +		\$0.035	\$0.070
Acco Binders/Screw Posts		<i>per book/report</i>	
Up to 75 Sheets (¾")		\$1.150	
76 - 170 Sheets (¾")		\$1.725	
171 - 275 Sheets (1¼")		\$2.300	
276 - 425 Sheets (2")		\$2.875	
GBC/Comb Binders		<i>per book/report</i>	
Up to 75 Sheets (¾")		\$1.725	
76 - 170 Sheets (¾")		\$2.300	
171 - 275 Sheets (1¼")		\$2.875	
276 - 425 Sheets (2")		\$3.450	
Tape/Perfect Binders		<i>per book/report</i>	
Up to 75 Sheets (¾")		\$2.013	
76 - 170 Sheets (¾")		\$2.588	
171 - 275 Sheets (1¼")		\$3.450	
276 - 425 Sheets (2")		\$4.025	
Additional Services			
Copies on Colored Paper		\$0.01 in addition to printing	
3-Hole Punching		\$0.01 in addition to printing	
Copies on Card Stock		\$0.11 in addition to printing	
Pocket Inserts		\$1.00 each	
Staple Binding		\$0.02 each	
Folding, small format		\$0.02 per fold	
Mylar Spec/Report Covers		\$0.50 each	
Tabs with typesetting		\$1.00 each	
Tabs, preprinted		\$0.50 each	
Delivery		\$5.00 per package	
Distribution, Tracking & Handling		\$25 per plan holder	
Fax Service (one page)		\$4.25 for first page	
Fax Service (additional pages)		\$0.25 each additional page	
Online Bid Portal		\$200 maintenance fee	

Attachment A - 2022 Reprographics Rates  
City of Elmira  
2022 Agreement for Engineering Services

## Large Format Services

B&W Plots on Bond Paper	<i>per square foot</i>
TIER 1: 0 – 5,000 SF	\$0.31
TIER 2: 5,001 to 7,500 SF	\$0.26
TIER 3: 7,501 to 15,000 SF	\$0.18
TIER 4: 15,001 to 25,000 SF	\$0.12
TIER 5: 25,001 to 50,000 SF	\$0.10
TIER 6: 50,001 to 150,000 SF	\$0.09
Tier 7: 150,000 +SF	\$0.06

Color	<i>per square foot</i>
Line Drawings on Bond Paper	\$0.99
Line Drawings on Photo Paper	\$1.99
Full Color Plots on Bond Paper	\$3.50
Full Color Plots on Photo Paper	\$4.50

Digital Print Services	<i>per square foot</i>
Prints on Mylar	\$1.50

Mounting and Laminating *	<i>per square foot</i>
Lamination, addition to printing	\$1.75
Mounted to Black Gator Board, addition to printing	\$3.50
Mounted to White Foam Core, addition to printing	\$3.50

*\*there are a wide variety of substrates available, costs vary with substrate chosen.*

Other services	
Folding, per square foot	\$0.03
CD Burning	\$5.00
PDF file Conversion	\$0.65
File Indexing	\$0.25
3 Hole Drilling, per sheet	\$0.03
Screw Post Binding of large format drawings	\$3.00

## Raster Scan

Black & White	<i>per scan</i>
8 ½ x 11	\$0.35
11 x 17	\$0.50
Large format (per square foot)	\$0.25
Color	<i>per scan</i>
8 ½ x 11	\$0.78
11 x 17	\$1.00
Large format (per square foot)	\$0.50

**County of Chemung  
New York State  
REQUEST FOR PROPOSAL FOR PUBLIC WORK OR SERVICE**

Issue Date: 21-March-2022

**RFQ Information:**

Proposal Due Date: 11-April-2022 Time Due: 2:00 **PM**  
Work to Begin by: 02-May-2022 and Completed on or before: As Assigned

Prevailing Wages applicable: Yes No

Depends on type of work.

**County Information:**

Department/Division Public Works Requested by: Andrew P. Avery, PE  
Phone # (607) 739-3896 Fax# (607) 796-2146 e-mail: aavery@cityofelmira.net

**Vendor Information:**

Name/Address \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

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	Per Hour
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**The attached proposal is submitted by:**

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Name and Title of Person Preparing Proposal

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Signature of Person Preparing Proposal and Date