

### MARCH 4, 2024 - 7:00 PM

#### AGENDA HIGHWAY COMMITTEE PURSUANT TO RESOLUTION NO. 08-100, RULES I, II, AND III

#### I. COMMUNICATIONS

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

- 1. Resolution awarding various bids for materials and services on behalf of the Chemung County Department of Public Works (2024-2025)
- 2. Resolution awarding various bids for Medium & Heavy Duty Vehicle Repair Parts on behalf of the Chemung County Department of Public Works (RFB-2583)
- 3. Resolution authorizing application for and acceptance of Bridge New York 2023 funding from the New York State Department of Transportation on behalf of the Chemung County Department of Public Works
- 4. Resolution awarding bid to Beavers Petroleum on behalf of the Chemung County Department of Public Works (RFB-2581Fuel Equipment and Services)
- 5. Resolution designating new highway alignment as an extension of County Route 86 (from CR86 to NYS Route 13)
- 6. Resolution authorizing Supplemental Agreement #1 with Barton and Loguidice on behalf of the Chemung County Department of Public Works (CR23 Dry Brook Road Bridge)
- 7. Resolution renewing Purchase Agreement with Chemung Supply on behalf of the Chemung County Department of Public Works

#### **III. OLD BUSINESS**

- **IV. NEW BUSINESS**
- V. ADJOURNMENT



### CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution awarding various bids for materials and services on behalf of the Chemung County Department of Public Works (2024-2025)

Slip Type: CO SEQRA status	NTRACT
SEORA status	
State Mandated Fals	se

Explain action needed or Position requested (justification):

-This agenda items requests acceptance and authorization of the following Low Bids for the 2024-2025 Materials and Services Bids for the DPW:

- 2582 Highway Ditching
- 2584 Sidewalks and Curbs
- 2587 Geosynthetics
- 2588 Concrete Box Culverts
- 2589 Galvanized Railings
- 2590 Tree and Stump Removal
- 2594 Equipment Rentals with Operator
- 2594 Equipment Rentals without
- Operator Operator
- 2596 De-Icing Sand (Highway/Delivered)
- 2596 De-Icing Sand (Highway/FOB)
- De-Icing Sand (Airport)

2596

The summary spreadsheet lists the awarded vendors, broken down by bid, and also provides projects costs for each bid, based on historical usage. Each bid tab is also included for your reference.

1 year (4/1/24-3/31/25) + 1 yr extension possible

\$1,040,000 Estimated

State share- 100%

Varies in fund 20 op accts & approved cap budget

Various - see attached bid tabs and summary spreadsheet

-Authorize acceptance of bids for RFB-2566 OEM Repair Parts from Wilbri, Inc., and Beam Mack Sales and Service

The DPW requests authorization for acceptance of bids for RFB-2566 OEM Repair Parts from Wilbri, Inc., and Beam Mack Sales and Service. We use this parts to maintain our equipment and vehicle inventory.

(1) Wilbri and (2) Beam Mack

1 year + 1 year Extension Possible

Estimated cost for 2024 is \$75,000, 100% local share

Funds are budgeted in account 21-5130-50406.33

-----

-Authorize Additional Materials & Services Bids on Behalf of the DPW

This agenda item seeks Executive Approval and Legislative Authorization for six (6) additional materials and services bids for the DPW:

RFB 2600 Crack Sealing

RFB 2602 Cold Milling

RFB 2617 Iron Castings

RFB 2618 Cold Mix Pavements

RFB 2619 Polypropylene Manhole Covers

RFB 2620 Hot Mix Asphalt (FOB)

Total Projected costs for the bids is \$546,500.

These costs are in the approved 2024 DPW Capital Budget.

Some costs will be Reimbursable through State Highway

1 Year plus 1 Year extension with County Authorization

100%local share

Funds are budgeted through various accounts- most are in Capital Budgets

See attached summary spreadsheet and bid tabs, and feel free to reach out with any questions.

Thanks,

Andy Avery

Vendor/Provider	Various - see and summary	attached bid tabs spreadsheet			
Term	1 year (4/1/24- 3/31/25) + 1 yr extension possible	Total Amount	\$1,040,000 Estimated	Prior Amount	0
Local Share	0	State Share	100%	Federal Share	0
Project Budgeted?	Yes	Funds are in Account #	Varies in fund 20 op accts & approved cap budget		

CREATION:									
Date/Time:		Department:	Department:						
1/29/2024 11:56:51 AM		County Executive	County Executive						
		·							
APPROVALS:									
Date/Time:	Approval:	Department:							
2/20/2024 12:24 PM	Approved	County Executive							
2/29/2024 9:48 PM	Approved	Legislature Chairman							

ATTACHMENTS:								
Name:	Description:	Туре:						
2024_DPW_Materials_Services_Bids	DPW Materials Services Bid	Cover Memo						
□ <u>RFB-2596_De-Icing_Sand_2024</u>	De-icing Sand	Cover Memo						

STAMP\_ITEMNUMB

<u>_2025Bid_Tab_(1).pdf</u>		
RFB-2590_TREE_AND_STUMP_REMOVAL_2024-           2025Bid_Tab_(2).pdf	Tree & Stump Removal	Cover Memo
RFB-2594_Equipment_Rental2024           _2025Bid_Tab.pdf	Equipment Rental	Cover Memo
RFB-2588 Concrete_Box_Culverts_2024-           2025_Bid_Tab_(1).pdf	Concrete Box Culverts	Cover Memo
□ <u>RFB-2587_Geosynthetics_Bid_Tab_(1).pdf</u>	Geosynthetics Bid	Cover Memo
<u> RFB-2589_Galvanized_Railings.pdf</u>	Galvanized Railings	Cover Memo
RFB-2584_Sidewalks_and_Curbs2024-           2025Bid_Tab.pdf	Sidewalks & Curbs	Cover Memo
RFB-2582_Highway_Ditching2024_           _2025Bid_Tab002pdf	Highway Ditching	Cover Memo
<b>D</b> <u>RFB-</u> 2566_OEM_Repair_Parts_bid_tabHighlighted(1).pdf	OEM Repair bid tab Highlighted	Backup Material
D           RFB_Approval_and_Estimated_ExpensesSubmittal_3	RFB Approval	Cover Memo
RFB-2600_Crack_Sealing_2024-2025_Bid_Tab.pdf	Crack Sealing	Cover Memo
■ <u>RFB-2617_Iron_Castings_Bid_Tab.pdf</u>	Iron Castings	Cover Memo
<u>RFB-2618_Cold_Mix_Pavements_Bid_Tab.pdf</u>	Cold Mix	Cover Memo
RFB-           2619_Polypropylene_Manhole_Covers_bid_tab.pdf	Polypropylene Manhole	Cover Memo
RFB-2620         Hot         Mix         Asphalt         FOB         2024-           2025pdf	Hot Mix	Cover Memo
Image: RFB-2602_Cold_Milling_Bid_Tab.pdf	Cold Mining	Cover Memo

#### 2024 Materials and Services Bids - Results and Recommendations

Updated: 1/10/2024

NEW BID	os		SOLE	RECOMM	ENDED VENDORS FOR AWA	RD (1 TO 3)	VENDORS NOT R	ECOMMENDED	FOR AWARD (1-3)	EST	FIMATED 2024 or	
RFB	DESCRIPTION	DATE OPENED	BIDDER	VENDOR 1	VENDOR 2	VENDOR 3	VENDOR 1	VENDOR 2	VENDOR 3	HISTORIC	CAL ANNUAL EXPENSES	
2582	Highway Ditching	12/7/2024	$\checkmark$	Wenzel Landscaping	-	-	-	-	-	\$	50,000.00	* Generally emergency work
2584	Sidewalks and Curbs	12/7/2023		Bothar Construction	Renko Tree Service	-	Wenzel Contracting	Yard Wolves	-	\$	50,000.00	
2587	Geosynthetics	12/12/2023	$\checkmark$	Chemung Supply	-	-	-	-	-	\$	35,000.00	
2588	Concrete Box Culverts	12/15/2023		Zeiser Wilbert Vault	Jefferson Concrete	-	-	-	-	\$	400,000.00	
2589	Galvanized Railings	12/12/2023	$\square$	Chemung Supply	-	-	-	-	-	\$	150,000.00	
2590	Tree and Stump Removal	12/21/2023		Angry Loraxe	Renko Tree Service		Adirondack Tree Surg.	Jon Friedt	Tree Worx LLC	\$	50,000.00	
2594	Equipment Rentals with Operator	12/21/2023		No bids received. Will work from	n quotes, or if needed due to	extent of work, will rebid.	-	-	-	\$	65,000.00	
2594	Equipment Rentals without Operator	12/21/2023		Sunbelt, Herc Rental, Monroe T	ractor, Cher Rental, and Vant	age/Alta - Low Bid depends on E	quipment Rented and Ava	ilabilty from Ver	idor.	\$	40,000.00	
2596	De-Icing Sand (Highway/Delivered)	12/19/2023	$\checkmark$	FS Lopke Contracting Inc	-	-	-	-	-	\$	50,000.00	
2596	De-Icing Sand (Highway/FOB)	12/19/2023		FS Lopke Contracting Inc	Austin Sand & Gravel	Dalrymple Gravel & Contr.	(NOTE: Due to Distance,	County will likely	use Austin)	\$	150,000.00	
2596	De-Icing Sand (Airport)	12/19/2023		Dalrymple	-	-	-	-	-		Not used by County DPW	* Used by Airport
								DF	W New Bids Total:	\$	1,040,000.00	

NOTE: More Materials and Services Bids will be opened and sent to Executive and Legislature in future.

### CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT

RFB-2596 De-Icing Sand (2024- 2025)

FAA Approv	<u>red De-Icing Sand</u>					
	Bidders	Dalrymple Gravel	FS Lopke Contracting Inc	Austin Sand & Grave		
ltem	Bid Item Description	Unit Price per Ton	Unit Price per Ton	Unit Price per Ton		
C703-0101	Material loaded on municipal vehicles at Vendor's Plant	130.00	NB	NB		
C703-01F	Material and Delivery to ECRA, 276 Sing Sing Rd, Horseheads, NY	140.00	NB	NB		
HIGHWAY D	E-ICING SAND (2024-2025)					
C703-0102	Material loaded on municipal vehicles at Vendor's Plant	16.00	9.90	11.50		
C703-01H	Material and Delivery to these Locations:			AntiSkid Pickup 18.00		
	Chemung County Highway Public Works, Horseheads, NY	NB	18.15	NB		
	Town of Ashland Highway Garage, Wellsburg, NY	NB	16.90	NB		
	Town of Baldwin Highway Garage, Lowman, NY	NB	17.90	NB		
	Town of Big Flats Public Works, Big Flats, NY	NB	18.90	NB		
	Town of Catlin Highway Garage, Beaver Dams, NY	NB	20.15	NB		
	Town of Chemung Highway Garage, Chemung, NY	NB	16.40	NB		
	Town of Elmira Highway Garage, Elmira, NY	NB	18.65	NB		
	Town of Erin Highway Garage, Erin, NY	NB	19.65	NB		
	Town of Horseheads Highway Garage, Horseheads, NY	NB	18.90	NB		
	Town of Southport Highway Garage, Pine City, NY	NB	18.65	NB		
	Town of VanEtten Highway Garage, VanEtten, NY	NB	17.90	NB		
	Town of Veteran Highway Garage, Horseheads, NY	NB	19.40	NB		
	Village of Elmira Heights Garage, Elmira Heights, NY	NB	18.65	NB		
	City of Elmira, DPw Building, Linden Place, Elmira, NY	NB	17.90	NB		
-	e of manufacture, location, and/or of the proposed bid material:	127 Chemung Flats Rd Chemung NY 14825 3877Curtis Coopers RD, Painted Post NY 14870	Buckpit 808 stanton hill rd, Nichols NY 13812	No Location given		

#### CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT RFB-2590 Tree and Stump Removal (2024-2025)

Bid Opening:	December 21, 2023		RFB-2590 Tree and Stump Removal (2024-2025)															
	Bidder	*Adiron	dack Tree Sur	geons Inc		**Angry Lora	ke		***Jon Fried	t	****	Renko Tree S	ervice	**	***Tree Worx	LLC		
	Addendum 1		Yes			YES			NO			No		No				
	Addendum 2		Yes			YES		NO No						No				
	Surety	C	Check 0151117	764	С	heck 00-30525	5513	C	heck 0000725	972	0	Check 100195	849	Check 0519				
					I			1					Ī			1		
Bid Item A: Tree and Stum	n Removal	TOPS Remove tree to	TREES	TREE/STUMP	TOPS Remove tree to	TREES	TREE/STUMP	TOPS Remove tree to	TREES	TREE/STUMP	TOPS Remove tree to	TREES	TREE/STUMP	TOPS Remove tree	TREES	TREE/STUMP		
	remove and dispose of	below utility	Tree Removal to	Tree Removal	below utility	Tree Removal to	Tree Removal	below utility	Tree Removal to	Tree Removal	below utility	Tree Removal to	Tree Removal	to below utility	Tree Removal to	Tree Remova		
II wood and d		line	Stump only	Including Stump	line	Stump only	Including Stump	line	Stump only	Including Stump	line	Stump only	Including Stump	line	Stump only	Including Stun		
Bid Item A	Tree Size (Diameter)	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price		
A.1.	Up to 18"	\$552.00	\$752.00	\$990.00	\$500.00	\$1,199.00	\$1,384.00	\$1,900.00	\$1,900.00	\$2,400.00	\$450.00	\$1,500.00	\$1,650.00		\$1,450.00	\$1,650.		
A.2. A.3.	18.1" to 24" 24.1" to 30"	\$1,545.00 \$2,675.00	\$1,995.00 \$3,370.00	\$2,455.00 \$4,070.00	\$675.00 \$850.00	\$1,699.00 \$2,399.00	\$2,049.00 \$2,749.00	\$2,300.00 \$2,600.00	\$2,300.00 \$2,600.00	\$2,800.00 \$3,000.00	\$675.00 \$840.00	\$1,950.00 \$2,400.00	\$2,300.00 \$2,800.00	\$1,400.00 \$1,600.00	\$1,950.00 \$2,450.00	\$2,250. \$2,850.		
A.3. A.4.	30.1" to 36"	\$2,675.00	\$4,485.00	\$5,085.00		\$2,699.00	\$3,299.00	\$2,900.00	\$2,900.00	\$3,400.00	\$940.00	\$2,700.00	\$2,800.00	\$1,800.00	\$2,950.00			
A. <del>.</del>	36.1" to 42"	\$5,750.00	\$6,275.00	\$6,880.00	\$1,075.00	\$3,099.00	\$3,699.00	\$3,100.00	\$3,100.00	\$3,600.00	\$1,850.00	\$3,000.00	\$3,800.00	\$2,500.00	\$3,450.00			
A.6.	42.1" to 48"	\$6,995.00	\$7,540.00	\$8,050.00	\$1,175.00	\$1,175.00 \$3,399.00 \$3,999.00			\$3,500.00	\$4,000.00	\$2,000.00	\$3,100.00	\$4,100.00	\$3,200.00	\$3,950.00	\$4,450.		
A.7.	48.1" to 54"	\$8,050.00	\$8,565.00	\$9,055.00	\$1,275.00	\$3,699.00	\$4,299.00	\$4,000.00	\$4,000.00	\$4,500.00	\$2,275.00	\$4,000.00	\$4,300.00	\$3,450.00	\$4,450.00	\$4,850		
	Total for Tops	\$29,352.00 \$6,500.00					\$20,300.00					\$9,030.00			\$13,950.			
	Total for Trees	rees \$32,982.00 \$18,193.00						\$20,300.00 \$18,650.0								\$20,650.		
	Total for Tree/Stumps	\$36,585.00 \$21,478.00							\$23,700.00			\$22,250.00			\$23,550.0			
Disposal of tree a	and stump debris at an approved	disposal site is the sole responsibility of the Contractor. Wood is not guaranteed to the Contractor, as the ar						operty owner fronting the tree reserves the right to keep any or all of the wood at no additional cost to the contract turbed areas.							property owner. Incl	luding restoration		
	al Gross Sum of Bid rees + Trees/Stumps)			\$98,919.00		\$46,171.00		\$64,300.00			\$49,930.00			\$58,150.0				
					1											1		
Bid Item B:		TOPS	TREES	TREE/STUMP	TOPS	TREES	TREE/STUMP	TOPS	TREES	TREE/STUMP	TOPS	TREES	TREE/STUMP	TOPS	TREES	TREE/STUMP		
Free and Stum		Remove tree to	Tree Removal to	Tree Removal	Remove tree to	Tree Removal to	Tree Removal	Remove tree to	Tree Removal to	Tree Removal	Remove tree to	Tree Removal to	Tree Removal	Remove tree	Tree Removal to	Tree Remova		
	o pick up and dispose of od and debris)	below utility line	Stump only	Including Stump	below utility line	Stump only	Including Stump	below utility line	Stump only	Including Stump	below utility line	Stump only	Including Stump	to below utility line	Stump only	Including Stur		
Bid Item B	Tree Size (Diameter)	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price		
B.1. B.2.	Up to 18" 18.1" to 24"	\$502.00 \$1,495.00	\$702.00 \$1,945.00	\$940.00 \$2,405.00	\$400.00	\$799.00	\$984.00	\$1,000.00 \$1,200.00	\$1,000.00 \$1,238.00	\$1,238.00 \$1,238.00	\$375.00 \$450.00	\$900.00 \$1,200.00	\$1,100.00	\$1,050.00 \$1,550.00	\$1,200.00 \$1,400.00	\$1,400. \$1,800.		
В.2. В.3.	24.1" to 30"	\$1,495.00	\$1,945.00	\$3,970.00					\$1,238.00	\$1,238.00	\$450.00	\$1,200.00	\$1,800.00	\$1,800.00	\$1,400.00			
B.4.	30.1" to 36"	\$3,685.00	\$4,385.00	\$4,985.00		\$1,579.00	\$2,179.00	\$1,238.00 \$1,238.00	\$1,238.00	\$1,238.00	\$550.00	\$1,700.00	\$2,400.00	\$2,250.00	\$2,200.00			
B.5.	36.1" to 42"	\$5,600.00	\$6,125.00	\$6,730.00		\$1,819.00	\$2,419.00	\$1,238.00	\$1,238.00	\$1,238.00	\$640.00	\$1,900.00	\$2,700.00	\$2,550.00	\$2,600.00			
B.6.	42.1" to 48"	\$6,845.00	\$7,390.00	\$7,900.00	\$700.00	\$1,999.00	\$2,599.00	\$1,238.00	\$1,395.00	\$1,238.00	\$690.00	\$2,100.00	\$2,850.00	\$2,750.00	\$3,000.00	\$3,400.0		
B.7.	48.1" to 54"	\$7,850.00	\$8,365.00	\$8,855.00	\$760.00	\$2,179.00	\$2,779.00	\$1,238.00	\$1,395.00	\$1,238.00	\$750.00	\$2,500.00	\$3,000.00					
	Total for Tops			\$28,552.00			\$4,020.00			\$8,390.00	\$3,955.00 \$14,900.							
	Total for Trees			\$32,182.00			\$10,773.00							800.00 \$15,600.				
	Total for Tree/Stumps	\$35,785.00 \$14,058.00				\$8,666.00					\$15,550.00			\$18,200.0				
Disposal of tree a	and stump debris at an approved	d disposal site is the sole responsibility of the Contractor. Wood is not guaranteed to the Contractor, as the adjacent the d						roperty owner fror sturbed areas.	ting the tree reserve	es the right to keep a	ny or all of the woo	od at no additional	cost to the contracting	municipality or p	property owner. Incl	luding restoration		
	al Gross Sum of Bid rees + Trees/Stumps)		\$96,519.00 \$28,851.0							\$25,798.00			\$31,305.00			\$48,700.0		
id Itom C:											I							
Bid Item C: Stump Remova	al	STUMPS STUMPS										STUMPS			STUMPS			
•	remove and dispose of		Stump Remova	al		Stump Remova	al		STUMPS Stump Remova	al		Stump Remov	al		Stump Remov	al		
all wood and d	•																	
Bid Item C	Tree Size (Diameter)		Unit Price		Unit Price				Unit Price			Unit Price			Unit Price			
C.1.	Up to 18"		\$595.00		\$185.00				\$800.00			\$300.00			\$200.00			
C.2.	18.1" TO 30"		\$990.00	\$350.00					\$1,400.00			\$500.00			\$350.00			
C.3.	<b>30.1" TO 48"</b> \$1,495.00 \$600.00							\$2,500.00			\$700.00			\$650.00				
Disposal of tree a	Total for Stumps	disposal site is the	\$3,080.00	of the Contractor	Nood is not quarar	\$1,135.00	tor, as the adjacent r	\$4,700.00 \$1,500.00 adjacent property owner fronting the tree reserves the right to keep any or all of the wood at no additional cost to the contracting municipality or property owner fronting the tree reserves the right to keep any or all of the wood at no additional cost to the contracting municipality or property owner fronting the tree reserves the right to keep any or all of the wood at no additional cost to the contracting municipality or property owner fronting the tree reserves the right to keep any or all of the wood at no additional cost to the contracting municipality or property owner fronting the tree reserves the right to keep any or all of the wood at no additional cost to the contracting municipality or property owner fronting the tree reserves the right to keep any or all of the wood at no additional cost to the contracting municipality or property owner fronting the tree reserves the right to keep any or all of the wood at no additional cost to the contracting municipality or property owner fronting the tree reserves the right to keep any or all of the wood at no additional cost to the contracting municipality or property owner fronting the tree reserves the right to keep any or all of the wood at no additional cost to the contracting municipality or property owner fronting the tree reserves the right to keep any or all of the wood at no additional cost to the contracting municipality or property owner fronting the tree reserves the right to keep any or all of the wood at no additional cost to the contracting municipality or property owner fronting the tree reserves the right to keep any or all of the wood at no additional cost to the contracting municipality or property owner fronting the tree reserves the reserves the right to keep any or all of the wood at no additional cost to the contracting municipality or property owner fronting the tree reserves the right to keep any or all of the wood at no additional cost to the contracting municipality or property owner fronting the tree reserves to						\$1,200.00	luding restoration			
coposar or need a	and stamp doons at an approved		sole responsibility					sturbed area.	ang the tree reserv	ee the right to keep a	, or an or the wor		coor to the contracting			ading reatoration		
C.4 Total Gro	C.4 Total Gross Sum of Bid (Stumps) \$3,080.00 \$1,135.00							\$4,700.00			\$1,500.00 EMNUN			\$1,200.00				

# CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT

RFB-2590 Tree and Stump Removal (2024-2025)

<b>Bid Opening:</b>	December 21, 2023					
	Bidder	*Adirondack Tree Surgeons Inc	**Angry Loraxe	***Jon Friedt	****Renko Tree Service	*****Tree Worx LLC
	Addendum 1	Yes	YES	NO	No	No
	Addendum 2	Yes	YES	NO	No	No
	Surety	Check 015111764	Check 00-30525513	Check 0000725972	Check 100195849	Check 0519
Hourly Rates	remove and dispose of	Unit Hourly Price (Base the bid on 16 hours of emergency work and 40 hours of non- emergency work)	Unit Hourly Price (Base the bid on 16 hours of emergency work and 40 hours of non- emergency work)	Unit Hourly Price (Base the bid on 16 hours of emergency work and 40 hours of non- emergency work)	Unit Hourly Price (Base the bid on 16 hours of emergency work and 40 hours of non- emergency work)	Unit Hourly Price (Base the bid on 16 hours of emergency work and 40 hours of non- emergency work)
Bid Item D	Work Type	Unit Price				
D.1.	Emergency Work	\$6,450.00	\$1,000.00	\$10,000.00	\$975.00	\$1,000.00
D.2.	Non-Emergency Work	\$3,990.00	\$750.00	\$4,000.00	\$700.00	\$800.00
	Total for Hourly Work	\$10,440.00	\$1,750.00	\$14,000.00	\$1,675.00	\$1,800.00
Disposal of tree a	and stump debris at an approved	disposal site is the sole responsibility of the Contractor. W		roperty owner fronting the tree reserves the right to keep a sturbed area.	ny or all of the wood at no additional cost to the contracting	g municipality or property owner. Including restoration of
D.3 Total G	oss Sum of Bid (Hourly)	\$10,440.00	\$1,750.00	\$14,000.00	\$1,675.00	\$1,800.00
	and Total of ALL ITEMS (A+B+C+D) \$208,958.00 \$77,907.00		\$108,798.00	\$84,410.00	\$109,850.00	

\*Missing answer on question 2 and 2A on the EEO

\*\*Missing answer on question 2A on the EEO

\*\*\*Missing a seal on the waiver and Date on Iranian Divestment and Notary on Sexual Harrasement

\*\*\*\*Missing seal on waiver

\*\*\*\*\* Missing seal on waiver and email address on the form for submission of bid

STAMP\_ITEMNUMBER

	CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT RFB-2594 Equipment Rental (2024-2025)																				
Bid Openin	ng: December 21, 2023						K	FB-2594	4 Equipm	ent Kent	al (2024	-2025)									
	Bidder		*Alta Eo	quipment			**Cher	Rental Inc			***HER	C Rentals	Inc	*	***Monroe	e Tractor II	ıc	*:	****Sunbel	t Procurme	ent
	Addendum #1	No				Yes				Yes			Yes				Yes				
	Addendum #2	No				Yes				No			Yes				Yes				
	Surety	No					Check	355396			Bi	d Bond			Bid l	Bond			Bid	Bond	
Equipmen	t Rental Rate without Operator																				
Item	Description	HR	Dav	Week	Month	HR	Dav	Week	Month	HR	Dav	Week	Month	HR	Day	Week	Month	HR	Dav	Week	Month
A	Skid Steer	N/B	N/B	N/B	\$5,350.00		N/B	\$800.00	\$2,400.00	\$725.00	\$725.00	\$1,050.00	\$2,010.00		\$350.00	\$997.50	\$2,610.00		\$480.00	\$1,250.00	\$3,000.00
B.3	4WD Wheel Loader (3.0 CY)	N/B	N/B	N/B	\$6,950.00		N/B	\$1,500.00	\$4,350.00	\$1,190.00	\$1,190.00	\$2,350.00	\$5,720.00		\$500.00	\$1,425.00	\$4,050.00		N/B	N/B	N/B
B.4	4WD Wheel Loader (4.0 CY)	N/B	N/B	N/B	\$10,575.00	N/B	N/B	\$1,850.00	\$5,500.00	\$3,840.00	\$3,840.00	\$5,300.00	\$12,000.00		\$800.00	\$2,327.50	\$6,570.00	-	N/B	N/B	N/B
C.D5	Track-Type Dozer (D5M)	N/B	N/B	N/B	N/B	N/B	N/B	\$1,450.00	\$3,800.00	\$3,695.00	\$3,695.00	\$4,660.00		N/B	\$550.00	\$1,543.75	\$4,365.00		N/B	N/B	N/B
C.D6	Track-Type Dozer (D6R)	N/B	N/B	N/B	N/B	N/B	N/B	\$2,200.00	\$6,500.00	\$3,800.00	\$3,800.00	\$4,940.00	\$8,000.00	N/B	\$795.00	\$2,232.50	\$6,295.50	N/B INCLUDES	N/B	N/B	N/B
D.G	Hydraulic Tracked Excavator-with claw type with thumb & 42" bucket	N/B	N/B	N/B	\$8,990.00	N/B	N/B	\$2,000.00	\$6,000.00	\$3,925.00	\$3,925.00	\$5,500.00	\$8,250.00	N/B	\$695.00	\$1,947.50	\$5,490.00	ONE BUCKET	\$685.00	\$2,400.00	\$7,185.00
D.H	42" bucket attachment with quick coupler	N/B	N/B	N/B	Included with D.G.	N/B	N/B	N/B	N/B	\$50.00	\$50.00	\$120.00	\$345.00		N/B	N/B	N/B	N/B	\$60.00	\$200.00	\$600.00
D.I.	Hydraulic Hammer for use on 200 Series Excavator	N/B	N/B	Add to D.G.	\$5,500.00	N/B	N/B	\$2,175.00	\$6,500.00	\$1,385.00	\$1,385.00	\$2,850.00	\$6,050.00	N/B	\$700.00	\$1,995.00	\$5,670.00	N/B	N/B	N/B	N/B
E.HR	Rubber Tire Excavator	N/B	N/B	N/B	\$9,850.00		N/B	N/B	N/B	\$4,630.00	\$4,630.00	\$7,490.00	\$14,500.00		N/B	N/B	N/B	N/B	N/B	N/B	N/B
F.HR	Vibratory Highway Drum Roller 32"	N/B	N/B	(84'')	\$8,300.00		N/B	N/B	\$550.00	\$1,496.25	. ,	N/B	\$300.00	\$765.00	\$2,050.00						
F.TR	Vibratory Trench Roller	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$900.00	\$900.00	\$1,395.00	\$2,430.00	N/B	\$400.00	\$900.00	\$1,980.00	N/B 45' STR	\$450.00	\$1,050.00	\$2,295.00
H.35	Boom Lifts (35-ft)	N/B	N/B	N/B	N/B	N/B	N/B	\$500.00	\$1,500.00	\$850.00	\$850.00	\$1,510.00	\$2,250.00			N/B	N/B	45' STR MAN LIFT 65' STR	\$350.00	\$950.00	\$1,850.00
1.60	Boom Lifts (60-ft)	N/B	N/B	N/B	N/B	N/B	N/B	\$1,075.00	\$3,200.00	\$900.00	\$900.00	\$1,525.00	\$3,000.00	N/B	N/B	N/B	N/B	MAN LIFT	\$500.00	\$1,100.00	\$2,350.00
J.70		N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$1,305.00	\$1,305.00	\$2,270.00	\$4,695.00			N/B	N/B	85' STR MAN LIFT	\$650.00	\$1,750.00	\$3,850.00
K		N/B N/B	N/B	(8 FT)	\$13,000.00		N/B	N/B			N/B	N/B	N/B	N/B N/B		N/B	N/B	N/B N/B	N/B	N/B N/B	N/B
Eauinman	Portable Crushing Plant t Rental Rate with Operator	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$8,545.25	\$25,175.00	N/B	N/B	N/B	N/B
Equipmen	it Kentai Kate with Operator		1	1	1		1				1	1			1				1		
Item	Description	HR	Day	Week	Month	HR	Day	Week	Month	HR	Day	Week	Month	HR	Day	Week	Month	HR	Day	Week	Month
A	Skid Steer (Case SV340)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B		N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
B.3 B.4	4WD Wheel Loader (3.0 CY) 4WD Wheel Loader (4.5CY)	N/B N/B	N/B N/B	N/B N/B	N/B N/B	N/B N/B	N/B N/B	N/B N/B	N/B N/B		N/B N/B	N/B N/B	N/B N/B	N/B N/B		N/B N/B	N/B N/B	N/B N/B	N/B N/B	N/B N/B	N/B N/B
6.4 C.D5	Track-Type Dozer (D5M)	N/B	N/B	N/B	N/B	N/B	N/B	N/B			N/B	N/B	N/B	N/B		N/B	N/B	N/B	N/B	N/B	N/B
C.D6	Track-Type Dozer (D6R)	N/B	N/B	N/B	N/B			N/B			N/B	N/B	N/B	N/B		N/B	N/B	N/B		N/B	N/B
D.G	Hydraulic Tracked Excavator-with claw type	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
D.H	42" bucket attachment with quick coupler	N/B	N/B	N/B	N/B	N/B	N/B	N/B			N/B	N/B	N/B	N/B		N/B	N/B	N/B	N/B	N/B	N/B
D.I.	Hydraulic Hammer Drum Roller 32"	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
E.HR	Rubber Tire Excavator	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
F.HR	Vibratory Highway Drum Roller 32"	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B		N/B	N/B	N/B	N/B		N/B	N/B	N/B	N/B	N/B	N/B
F.TR	Vibratory Trench Roller 32"	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B		N/B	N/B	N/B	N/B		N/B	N/B	N/B	N/B	N/B	N/B
G.275	Hydraulic Cranes (275-Ton)	N/B	N/B	N/B	N/B			N/B			N/B	N/B	N/B	N/B		N/B	N/B	N/B		N/B	N/B
G.200	Hydraulic Cranes (200-Ton)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B		N/B	N/B	N/B	N/B		N/B	N/B	N/B	N/B	N/B	N/B
G.165	Hydraulic Cranes (165-Ton)	N/B	N/B	N/B	N/B	N/B	N/B	N/B			N/B	N/B	N/B	N/B		N/B	N/B	N/B	N/B	N/B	N/B
G.135 G.115	Hydraulic Cranes (135-Ton) Hydraulic Cranes (115-Ton)	N/B N/B	N/B N/B	N/B N/B	N/B N/B	N/B N/B	N/B N/B	N/B N/B	N/B N/B		N/B N/B	N/B N/B	N/B N/B	N/B N/B		N/B N/B	N/B N/B	N/B N/B	N/B N/B	N/B N/B	N/B N/B
G.115 G.50	,	N/B N/B		N/B N/B	N/B N/B							N/B N/B	N/B	N/B N/B							N/B N/B
2.50		N/B	N/B	N/B	N/B						N/B	N/B	N/B	N/B			N/B	N/B			N/B
	Counterweight Truck	N/B	N/B	N/B	N/B	N/B	N/B	N/B			N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
H.35	Boom Lifts (35-ft)	N/B	N/B	N/B	N/B						N/B	N/B	N/B	N/B		N/B	N/B	N/B			N/B
1.60	Boom Lifts (60-ft)	N/B	N/B	N/B	N/B						N/B	N/B	N/B	N/B		N/B	N/B	N/B			N/B
J.70 K	Boom Lifts (70-ft) Road Widener with 10ft spread	N/B N/B	N/B N/B	N/B N/B	N/B N/B		N/B N/B	N/B N/B			N/B N/B	N/B N/B	N/B N/B	N/B N/B		N/B N/B	N/B N/B	N/B N/B			N/B N/B
	Portable Crushing Plant	N/B N/B	N/B N/B	N/B N/B	N/B N/B						N/B N/B	N/B N/B	N/B N/B	N/B N/B		N/B N/B	N/B N/B	N/B N/B			N/B N/B
	3											N/B									N/B
M	Portable Crushing Plant Mobile Telescopic Crane	N/B N/B	N/B N/B	N/B N/B	N/B N/B		N/B N/B				N/B N/B		N/B N/B	N/B N/B		N/B N/B	N/B N/B	N/B N/B	N/B N/B		N/B N/B

# 

	CHEMUNG COUNTY-CITY OF ELMIR RFB-2588 Concrete Box (										ENT																
Opened: De	cember	15, 2023																									
Bidders .	effers	on Concrete	Corporatio	n									Bidders Zeiser Wilbert Vault Inc														
Addendu	n(c) N	1/A											Addendum(s) N/A														
Audendui	1(3)		F		DED BOX C	UIVERTS -	· (\$/LE) (I	NSIDE DIME	NSIONS)				Audendui			UR SIDI	D BOX	CULVERTS - (	(\$/LE) (	INSIDE D	IMFN:	SIONS	,				
ITEM NO.	-			0011012			( , , , , , , , , , , , , , , , , , , ,						ITEM NO.			011 0101	-0 00/		(♀/ 느· / (			510110					
CC706.B(X)*						۱	NIDTH (f	t)					CC706.B(X)*					W	/IDTH (f	ft)							
н		4	5	6	7	8	9	10 12		16	18	20	Н		4	5	6	7 8	9	10	12	14	16	18	20		
E	4	\$1,338.00		\$1,399.00		\$1,507.00	\$1,540.00				\$2,585.00	\$3,018.00	E	4	\$1,042.00			\$1,242.00 \$1,326.00									
I.	5	\$1,361.00		\$1,437.00		\$1,714.00	\$1,749.00	. , ,		0 \$2,285.00	\$2,699.00	\$2,853.00	I	5	\$1,125.00			\$1,373.00 \$1,426.00									
G	6	\$1,374.00		\$1,464.00	\$1,513.00	\$1,757.00	. ,	\$1,819.00 \$2,04		0 \$2,635.00	\$2,881.00	\$3,038.00	G	6	\$1,215.00			\$1,434.00 \$1,512.00									
н _	7	\$1,397.00		\$1,489.00	\$1,537.00	\$1,779.00	\$1,807.00	. , ,		0 \$2,685.00	\$2,888.00	\$3,047.00	H	7				\$1,494.00 \$1,592.00									
1	8	\$1,432.00		\$1,691.00	\$1,740.00	\$1,808.00	\$1,830.00	., .,			\$2,883.00	\$3,064.00	1	8	\$1,391.00			\$1,554.00 \$1,699.00									
(ft)	9	\$1,457.00 \$1,673.00		\$1,715.00 \$1,737.00		\$1,836.00 \$1,977.00	\$1,858.00 \$1,985.00			0 \$2,745.00	\$2,905.00 \$3,111.00	\$3,305.00 \$3,588.00	(ft)	9	\$1,447.00			\$1,678.00 \$1,800.00 \$1,803.00 \$1,877.00									
	10	\$1,673.00	. ,	,	, .	.,	. ,	WING) WALL		0 \$2,922.00	\$3,111.00	\$3,588.00		10	,			RETE (HEAD,					\$2,854.00	\$5,007.00	155,592.00		
ITEM NO.	DESC	RIPTION		UNIT	UNIT PRICE			•	NOTE	S			ITEM NO.	DESCRIP	TION		UNIT	UNIT PRICE				NOTES					
CC706.TW	TOE V	VALL		LF		\$1,057.00		SEE STANDARE	DETAIL SECTION	FOR TYPICAL DI	MENSIONS		CC706.TW	TOE WA	LL		LF	\$875.00	)	SEE STANDAR	D DETAIL S	TAIL SECTION FOR TYPICAL DIMENSIONS					
CC706.HW	HEAD	WALL		LF		\$1,098.00		SEE STANDARD	DETAIL SECTION	FOR TYPICAL DI	MENSIONS		CC706.HW	HEAD W	ALL		LF	\$875.00	)	SEE STANDAR	D DETAIL S	ECTION FO	TION FOR TYPICAL DIMENSIONS				
CC706.WW	WING	WALL		SF		\$116.00							CC706.WW	WING W	ALL		SF	\$102.00	)								

Binghamton Precast and Supply - regret letter

### CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT RFB-2587 Geosynthetics (2024-2025)

Bid Opening: December 12, 2023

Sole Bidder

**Chemung Supply Corp** 

GEOTEXTILES FABRICS

All bid prices are on a "	per square yard" basis.
---------------------------	-------------------------

All bid prices are on a "per squar	e yard'' basis.		Ī	1	T			1
Tencate Mirafi ID#	Bidders Product Name	Product ID#	Available Width (ft)	Available Length (ft)	Area per Roll (sq yd)	Weight per Roll (lb)	Bid Price per sq. yd. Delivered	Bid Price pe sq. yd. No Delivery
100X (W)	Hanes	sf-d	3	1,500	500	125	\$0.68	\$340.00
			12ft 6in and					270.00 and
500X (W)	Hanes	65	17 ft 6in	432 and 309	600 and 600	210 and 210	.45 and .45	270.00
700X (W)	NB	NB	NB	NB	NB	NB	NB	NB
135N (NW)	NB	NB	NB	NB	NB	NB	NB	NB
140NC (NW)	NB	NB NO4	NB 12ft 6in	NB 360	NB 500	NB	NB	NB
140N (NW) 160N (NW)	Hanes Hanes	NO4 NO6	12ft 6in	360	500	150 231	\$0.72 \$0.99	\$360.00 \$495.00
170 (NW)	NB	100	1211 0111	500	300	231	<b>\$0.77</b>	\$493.00
NOTE: W = Woven NW = Non V	voven							
GEOTEXTILE Product Name	Longth	Width	A.m.o.		T-it	Coat	Duice	Don Doll
Froduct Maine	Length	wiatii	Area	n (SY)	Unit Cost		Price Per Roll	
WINFAB 800N or equal	12ft 6in	360	5	00	\$1.40		\$700.00	
ADS 0601TS (NW) or equal	12ft 6in	360	5	00	\$1.15		\$575.00	
ADS 0801TS (NW) or equal	12ft 6in	360	5	00	\$1.	45	\$725.00	
ADS 570HPTS (W) or equal	15	300	5	00	\$3.	35	\$1,6	75.00
GEOMEMBRANE								
Product Name	Length	Width	Area	n (SY)	Unit	Cost	Price Per Roll	
POLYGUARD NW-75 or equal	50	3	16	.67	\$10	.25	\$170.86	
GEO CELLS								
Product Name	Length	Width	Area	n (SY)	Unit	Cost	Price Per Roll	
EnviroGrid EGA-20 (6"H) or equal	21ft 4in	8ft 4in		20	\$12	75	\$25	55.00
EnviroGrid EGA-30 (6"H)	2110 1111	on m			ψ12		φ=ε	
or equal EnviroGrid EGA-40 (6''H)	27ft 4in	8ft 4in	25	.55	\$10	.95	\$27	79.77
or equal	45ft	8ft 4in	4	12	\$15	.95	\$66	9.90
GEO-GRID (BIAXIAL)							L	
All bid prices are on a "per squar	e yard'' basis.							
Tencate ID#	Produc	t Name	Available Available Width (ft) Length (ft)		-			er Sq Yd NO ivery
BXG10	Ν	В	NB	NB	N	B	Ν	NB
BXG11	TerraGı	rid B100	12	150	\$2.	40	\$2	.40
BXG12	TerraGı	rid B120	12	150	\$3.	75	\$3	.75
BXG110	TerraGri	d RX1100	12ft 6in	328	\$1.	30	\$1	.30
BXG120	TerraGri	d RX1200	12ft 6in	246	\$1.	88	\$1	.88

## CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT RFB-2589 Galvanized Railings (2024-2025)

Opened: December 12, 2023

	Bidders Surety	Chemung Supply Corp Bid Bond	
1. Galvan	ized Corrugated W-Beam Guide Rail & Appurtena	ances	Diu Doliu
Bid Item	Description	UOM	Amount
1A	Corrugated W-Beam Guide Rail (12ga)	LF	\$12.94
1B	Flared type End Wings (12ga)	EA	\$59.60
1C	Wrap-Around type End Wings (12ga)	EA	\$79.45
1RC50	ADD \$/LF for Rail Curving (50-150 ft. Radius)	LF	\$1.80
1RC40	ADD \$/LF for Rail Curving (40-49 ft. Radius)	LF	\$1.80
1RC30	ADD \$/LF for Rail Curving (30-39 ft. Radius)	LF	\$1.80
1RC20	ADD \$/LF for Rail Curving (20-29 ft. Radius)	LF	\$2.10
1RC519 ADD \$/LF for Rail Curving (5-19 ft. Radius)			\$2.10
2. Concre	te Anchors for Corrugated Guide Rail (each ancho	r to incl	ude all connection hardware)
2A	W6x 8.5# x 14" long w/ soil plate with galvanized block-out and connector hardware (nuts, bolts, and washers)	EA	\$144.20
2B	Bid Price per set of three (3) triangular Galvanized block-outs Type A,B,&C	EA	\$171.25
2C	Galvanized Terminal End Sections 12'-6" Guard Rail w/ extra holes on one end	EA	\$247.64
2C1	Straight	EA	\$198.14
2C2	Double Twist	EA	\$247.74
3. Galvan	ized Box Beam Guide Rail and Appurtenances (Un	it bid pr	rice to include splice hardware)
3A12	6" x 6" Rail x 12-feet in length	EA	\$443.00
3A18	6" x 6" Rail x 18-feet in length	EA	\$618.75
3A24	6" x 6" Rail x 24-feet in length	EA	\$808.75
3B1	6" x 6" Curved Rail (20-200 feet)	LF	\$45.00
3B2	6" x 6"Curved Rail (205 feet)	LF	\$34.00
3C1	6" x 6" Box Beam End Section (Type I)	EA	\$494.00
3C2	6" x 6" Box Beam End Section (Type II)	EA	\$549.00
3C3	6" x 6" Box Beam End Section(Type III)	EA	\$5,984.00 STAI

MP\_ITEMNUMB

Bid Item	Description	UOM	Amount
4. Galvan	ized I-Beam Guide Rail Posts (Each Post to include	e all haro	dware for erecting guide rail)
4A	3" I x 5.7# x 5'-3"long (box beam) w/ soil plate, support angles	EA	\$99.60
4B	3" I x 5.7# x 5'-3"long (corrugated rail) w/ soil plate, support angles	EA	\$89.20
4C	W6 x 8.5# x 5'-6"long; w/ soil plate	EA	\$121.14
4D	W6 x 8.5# x 5'-6"long; w/o soil plate	EA	\$83.64
4E	W6 X 8.5# x 7-0" long; with soil plate	EA	\$119.20
5. Bridge	and Culvert Rail and Appurtenances (includes all	hardwai	re for erecting rail)
5A	Galvanized 6" x 6" Box Beam Rail	LF	\$1,094.60
5B	Galvanized Bridge Rail Post w/anchor plate, anchor bolts and hardware w/ shelf angles and hardware	EA	\$618.10
6. Installa	ation of Railing Posts and Appurtenances (Includes	require	d Labor and Equipment)
	t bid prices for providing a minimum of one(1) foreman an to drive a minimum of 150 posts per day	d one (1)	helper Equipment: Unit and
6A	Driving Posts-Including Layout	HR	\$299.60
6B	Driving Posts-Not Including Layout	HR	\$299.60

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

### CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPAR RFB-2584 Sidewalks and Curbs - (2024-2025)

Bid Opening:	December 07, 2023			
		Bidder	Bothar Construction LLC	Nelson & Streeter Construction Co Inc
		Surety	500	check 500
Specification	ns Section B1: Site Preparation and Restoration			
Item	Description	Unit	Unit Price	Unit Price
C201.X	Unclassified Excavation > 6-inch deep (paid for approved undercuts)	СҮ	\$155.90	\$100.00
C201.XX	Additional Sub-base > 6-inch deep	CY	\$125.00	\$50.00
C201.T18	Tree Removal Size < 18.0" diameter	Each	\$675.00	\$500.00
C201.T24	Tree Removal Size = 18.0" - 24"	Each	\$800.00	\$600.00
C201.T30	Tree Removal Size = 24.1" - 30"	Each	\$900.00	\$900.00
C201.T36	Tree Removal Size = 30.1" - 36"	Each	\$900.00	\$1,200.00
C201.T42	Tree Removal Size = 36.1" - 42"	Each	\$1,675.00	\$1,600.00
C201.T48	Tree Removal Size = 42.1" - 48"	Each	\$1,700.00	\$1,800.00
C201.S18	Remove Stump Size < 18.0"diameter	Each	\$500.00	\$500.00
C201.S24	Remove Stump Size = 18.0" - 24"	Each	\$700.00	\$500.00
C201.S30	Remove Stump Size = 24.1" - 30"	Each	\$900.00	\$500.00
C201.S36	Remove Stump Size = 30.1" - 36"	Each	\$1,200.00	\$500.00
C201.S42	Remove Stump Size = 36.1" - 42"	Each	\$1,700.00	\$500.00
С402.НМА	Additional HMA Pavement (Does not include Restoration costs)	SF	\$26.50	\$15.00
C608.FW	Concrete Flatwork	CY	\$4,395.00	\$3,000.00
C610.TE	Topsoil and Turf Establishment	SY	\$50.12	\$20.00
	Sum Section B1 - Unit Prices		\$16,402.52	\$12,285.00
]	List of Tree and Stump Removal Equipment is D OR	Enclosed:	Yes	No
	Name of Tree and Stump Removal Co	ntractor:	Bothar Construction LLC	<b>Renko Tree Services</b>
	Company		170 East Service Road Binghamton, NY 1301	94 Industrial Park Blvd Elmira, NY 14905
	Contac	t Person:	Jason O'Brien	Steve Renko
		Phone:	607-723-5012	607-737-0273
		Fax:	607-723-4982	
		Email:	jason@botharconst.com	treeman88@aol.com
Section R2.	Concrete Sidewalk and Ramps			
Item	Description	Unit	Unit Price	Unit Price
C601.BSC	Brick Stamped and Colored Concrete	CY	\$5,630.00	\$2,500.00
C608.01	ADA Compliant Concrete Sidewalk and Ramps	CT CY	\$2,975.00	\$2,600.00
C608.01	ADA Compliant Concrete Sidewalk and Ramp and Integral Curb	CY	\$3,315.00	\$2,800.00
C608.2	Surface Applied Detectable Warning Units	SF	\$90.00	\$20.00
C608.2	Embedded - Cast Iron Detectable Warning Units	SF	\$184.00	\$40.00
C608.2	Stamped Concrete Detectable Warning Units	SF	\$295.00	\$10.00
	Sum Section B2 - Unit Prices		\$12.480.00	\$7.970.00

0000.2	Surface Apprica Detectable Haring Child	51	φ90.00	φ20.00	
C608.2	Embedded - Cast Iron Detectable Warning Units	SF	\$184.00	\$40.00	
C608.2	Stamped Concrete Detectable Warning Units	SF	\$295.00	\$10.00	
	Sum Section B2 - Unit Prices		\$12,489.00	\$7,970.00	
Section B3:	Curb and Gutter				
Item	Description	Unit	Unit Price	Unit Price	
C609.04VF	Concrete Curb - Type VF150 < 300LF	LF	\$190.50	\$60.00	
C609.04VF	Concrete Curb - Type VF150 300 - 1,000LF	LF	\$180.00	\$60.00	
C609.04VF	Concrete Curb - Type VF150 >1,000LF	LF	\$175.00	\$50.00	
C609.04S5	5" Shallow Depth Concrete Curbs < 300LF	LF	\$195.00	STAMP_ITEN	INUMB
C609.04S5	5" Shallow Depth Concrete Curbs 300 - 1,000LF	LF	\$155.00	\$20.00	
C609.04S5	5" Shallow Depth Concrete Curbs > 1,000LF	LF	\$145.00	\$20.00	

### CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPAR RFB-2584 Sidewalks and Curbs - (2024-2025)

Bid Opening: December 07, 2023

		Bidder	Bothar Construction LLC	Nelson & Streeter Construction Co Inc
		Surety	500	check 500
C609.04S8	8" Shallow Depth Concrete Curbs < 300LF	LF	\$160.00	\$20.00
C609.04S8	8" Shallow Depth Concrete Curbs 300 - 1,000LF	LF	\$155.00	\$20.00
C609.04S8	8" Shallow Depth Concrete Curbs > 1,000LF	LF	\$155.00	\$20.00
C609.02	Granite Curb - Type C (Linear)	LF	\$255.00	\$60.00
C609.02R	Granite Curb - Type C (Radius)	LF	\$350.00	\$80.00
C609.15	Reset Granite Curb (Linear)	LF	\$180.00	\$40.00
JECT	Reset Granite Curb (Radius)	LF	\$200.00	\$50.00
	Sum Section B3 - Unit Prices		\$2,495.50	\$520.00

### CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT

### RFB-2582 Highway Ditching (2024-2025)

Bid Opening: December 07, 2023

Sole Bidder			Wenzel Landscaping
		Surety	\$500
Item	Description	Unit	
C203.01	Grading, Cleaning and Reshaping Ditches	LF	\$60.00
Ancillary V	Work		
AW-L	Laborer	Day	\$875.00
AW-E	Equipment with Operator	Day	\$2,160.00
AW-T	Truck with Driver	Day	\$1,100.00
AW-M	Materials (by order on contract)	NEG LS	N/A
AW-FCP	Field Change Payment (FCP)	NEG LS	N/A
	Sum of Figures		\$4,195.00

# CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT

RFB-2566 OEM Repair Parts

Bid Opening: October 31, 2023

BIDDERS	Beam Ma	ack Sales and		WILBRI I	NC	
Brand/ Manufacturer	MSRP List Identifying Number or Name	Percentage Discount	RESTOCKING FEE	MSRP List Identifying Number or Name	Percentage Discount from MSRP List in figures	RESTOCKING FEE
1. Allison Transmission	NO BID	NO BID	NO BID	MSRP- LIST PRICE	5.00%	25%
2. Bobcat	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
3. Case	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
4. Caterpiller	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
5. Crash Trucks	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
6. Cummins	NO BID	NO BID	NO BID	MSRP- WHOLE SALE PRICE	2.00%	25%
7. Detroit Diesel	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
8. E-One	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
9. Ferris	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
10. Ford	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
11. Freightliner/Sterling/Western						
Star	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
12. John Deere	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
13. John Deere Agriculture	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
14. Johston	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
15. Kabota	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
16. KME	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
17. Lee Boy	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
18. Lindsey Lawn & Garden	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
19. Mack Truck	MSRP 1-1-2021	30.00%	15%	NO BID	NO BID	NO BID
20. MB Truck	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
21. Morbark	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
22. Navistar International	NO BID	NO BID	NO BID	MAJOR FLEET	2%	25%
23. New Holland	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
24. Oshkosh	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
25. Steiner	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
26. Sweepster	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
27. Toro	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
28. Tiger Products	NO BID	NO BID	NO BID	LIST	2.00%	25%
29. Trane	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
30. Vac All	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
31. Viking Cives	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
32. Vaccon	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
33. Volvo Construction	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
34. Volvo Truck	MSRP 1-1-2024	30.00%	15%	NO BID	NO BID	NO BID
35. Wausau-Everest	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID

#### 2024 Materials and Services Bids - Results and Recommendations (Submittal 3)

**Updated:** 1/29/2024

	_,, :								E	STIMATED 2024 or	
NEW BIDS		SOLE	RECOM	MENDED VENDORS FOR AWARD (	1 TO 3)	VENDORS NOT F	RECOMMENDED FO	OR AWARD (1-3)		HISTORICAL OR	
RFB	DESCRIPTION	DATE OPENED BIDDER	VENDOR 1	VENDOR 2	VENDOR 3	VENDOR 1	VENDOR 2	VENDOR 3	A	ANNUAL EXPENSES	
2600	Crack Sealing	1/18/2024	Suit-Kote	Vestal Asphalt	-	Bothar Construction	-	-	\$	90,000.00	
2602	Cold Milling	1/18/2024	Bothar Construction	Suit-Kote	-	Broome Bituminous	Dalrymple	-	\$	65,000.00	
2617	Iron Castings	1/23/2024 🗹	EJ USA	-	-	-	-	-	\$	50,000.00	* Used by City and Sewer District
2618	Cold Mix Pavements	1/25/2024	Suit-Kote	Vestal Asphalt	-	-	-	-	\$	200,000.00	
2619	Polypropylene Manhole Covers	1/23/2024	Blair Supply Corp.	Ferguson Waterworks	-	Glenco Supply Inc	Technology Inter	national Inc	\$	1,500.00	* Used by Towns more than Count
2620	Hot Mix Asphalt (FOB)	1/25/2024	Elmira Road Materials	Dalrymple Gravel and Contr	AL Blades*	-	-	-	\$	140,000.00	
							DPV	V New Bids Total	:\$	546,500.00	

NOTE: More Materials and Services Bids will be opened and sent to Executive and Legislature in future.

### CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT RFB-2600 Crack Sealing (2024-2025)

Bid Opening: January 18, 2024

Did opening. Junuary 10, 2021			
Bidders	Suit-Kote	<b>Bothar Construction</b>	Vestal Asphalt
Bid Bond \$500	Yes	Yes	Yes
Addendum	Yes	Yes	Yes
Liquid Bituminous Materials			
ASTM D6690 TYPE 2-PLASTIC JOINT (GALLON)	17.25	23.69	18.35
PG 64S-22 + FIBER (GALLON)	15.25	21.59	15.25
ADDITIONAL FLAGMAN (DAY)	950.00	1,038.38	1,050.00

wner reserves the right to add or delete any or all of the pavement projects, portions thereof, modify project schedules and dimensions, or add projects. No minimum orders

### CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT

### RFB-2617 Iron Castings (2024-2025)

Bid Opening: January 23, 2024

Sole B		
Sole B		EJ USA Inc
		<b>Bid Price (FOB Vendors</b>
Bid Items:	Description	Yard)
CC715.1 Model 1205	Floating Manhole Frame and Cover (Asphalt Assembly)	950.50
CC715.2 Model 1037	Floating Manhole Frame and Cover (Asphalt Assembly)	950.50
CC715.3 Model 3024	Floating Manhole Frame and Cover (Asphalt Assembly)	950.50
CC715.4 Model 1040	Floating Manhole Frame and Cover (Asphalt Assembly)	950.50
CC726.01xx	Surface Applied Detectable Warning Units	NB
CC726.02xx	Embedded Detectable Warning Units	25. sqft

### CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT RFB-2618 Cold Mix Pavement (2024-2025)

Bid Opening: January 25, 2024

		Bidders	Vestal Asphalt	Suit Kote
		Bid Bond	\$500	\$500
Unit Price Bi	d to Provide cold mix bit	cuminous pavemen	t course ( <u>Central Pug Mill Plant</u> )	)
Item:	Description	UNIT	FIGURES	FIGURES
C405.3.1.BC	Binder Course	TON	\$110.00	\$76.25
C405.3.2.IC	Intermediate Course	TON	\$112.00	\$78.25
C405.3.3.TC	Top Course	TON	\$115.00	\$80.25
C405.TRK	Vendor Trucking (Pug Mill to Paver)	TON	\$10.00	\$8.85

### CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT RFB-2619 Polypropylene Manhole Covers

Opened: January 23.2024

		Bidders	Blair Supply Corp *	Ferguson Waterworks	Glenco Supply Inc	Technology International Inc**
CC100.PMR - Polypropylene Manhole						
	Covers	_				
Item No.	Description	Unit				
CC100.PMR0010	1-in Riser	EA	107.14	108.55	149.75	130.00
CC100.PMR0015	1.5-in Riser	EA	113.09	108.55	149.75	140.00
CC100.PMR0020	2-in Riser	EA	113.09	114.25	149.75	145.00

\*missing seal on Waiver of Immunity

\*\* no seal on waiver of immunity and needs signature on Sexual harassment form

STAMP\_ITEMNUMBER

### CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT RFB-2620 Hot Mix Ashpalt (FOB) (2024 -2025)

Bid Opening: January 25, 2024

	Bi		Dalrymple Gravel and Contracting Co	AL Blades	Elmira Road Materials	
Item	Description	Unit	Contracting Co			
C402.11_FOB	HMA-Type 1 - Base	TON	74.15	\$73.00	\$71.00	
C402.13_FOB	HMA-Type 3 - Binder	TON	75.00	\$74.00	\$72.25	
C402.15_FOB	HMA-Type 5 - Shim	TON	91.00	\$87.00	\$100.00	
C402.17_FOB	HMA-Type 6F - Top	TON	80.30	\$80.00	\$78.50	
C402.19_FOB	HMA-Type 7F - Top	TON	84.60	\$84.00	\$82.00	
C402.21_FOB	HMA-Truing & Leveling	TON	NB	\$87.00	\$82.00	
Addition	al per TON for Vendor Haulin	ng	NB	\$20.00	\$15.75	

#### CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT RFB-2602 Cold Milling (2024-2025)

Bidders	Suit-K	ote	Bothar Co	onstruction		Gravel and racting		Bituminous ucts Inc
Surety	500		5	00	500		500	
Addendum	Yes		Y	es	Yes		,	Yes
Item C490.01U - Cold Milling Pro		old Milling	<u>upcut</u>					
Option 1: Hauled and disposed of by the s	uccessful bidder.							
Thickness	SY	DAY	SY	DAY	SY	DAY	SY	DAY
Under 2-in	NB	NB	\$0.65	\$5,300.00	NB	NB	NB	NB
2.1-in to 3.5-in	NB	NB	\$0.75	\$5,300.00	NB	NB	NB	NB
3.5-in to 5-in	NB	NB	\$0.85	\$5,300.00	NB	NB	NB	NB
Over 5.1-in	NB	NB	\$1.00	\$5,300.00	NB	NB	NB	NB
Hauled by the successful bidder and stock	piled at a locatio	n determined	by the Owner	within 10 miles o	f the project site	e <b>.</b>		
Under 2-in	NB	NB	\$1.65	\$9,300.00	NB	NB	NB	NB
2.1-in to 3.5-in	NB	NB	\$1.75	\$9,300.00	NB	NB	NB	NB
3.5-in to 5-in	NB	NB	\$1.85	\$9,300.00	NB	NB	NB	NB
Over 5.1-in	NB	NB	\$2.00	\$9,300.00	NB	NB	NB	NB
Hauled and stockpiled by the Owner.	-			1			<b>I</b>	
Under 2-in	NB	NB	\$0.65	\$5,300.00	NB	NB	\$3.00	\$12,000.00
2.1-in to 3.5-in	NB	NB	\$0.75	\$5,300.00	NB	NB	\$4.00	\$12,000.00
3.5-in to 5-in	NB	NB	\$0.85	\$5,300.00	NB	NB	\$5.00	\$13,000.00
Over 5.1-in	NB	NB	\$1.00	\$5,300.00	NB	NB	\$5.00	\$14,000.00
Millings remain the property of the Owner	r (Sale price mill NB	ings)	e a	4.00	•	4.85	NB	
Price to Owner FOB at the Mill per ton Item C490.01D - Cold Milling Proc		old Milling			3.	1.03		NB
Option 1: Hauled and disposed of by the s	uccessful bidder.	-		_				
Thickness	SY	DAY	SY	DAY	SY	DAY	SY	DAY
Under 2-in	NB	NB	NB	NB	NB	NB	NB	NB
2.1-in to 3.5-in	NB	NB	NB	NB	NB	NB	NB	NB
3.5-in to 5-in	NB	NB	NB	NB	NB	NB	NB	NB
Over 5.1-in	NB	NB	NB	NB	NB	NB	NB	NB
Hauled by the successful bidder and stock	piled at a locatio	n determined	by the Owner	within 10 miles o	f the project site	e		
Under 2-in	NB	NB	NB	NB	NB	NB	NB	NB
2.1-in to 3.5-in	NB	NB	NB	NB	NB	NB	NB	NB
3.5-in to 5-in	NB	NB	NB	NB	NB	NB	NB	NB
Over 5.1-in	NB	NB	NB	NB	NB	NB	NB	NB
Hauled and Sstockpiled by the Owner								
Under 2-in	\$1.00	\$6,000.00	NB	NB	NB	NB	NB	NB
2.1-in to 3.5-in	\$1.31	\$6,000.00	NB	NB	NB	NB	NB	NB
3.5-in to 5-in	\$1.63	\$6,000.00	NB	NB	NB	NB	NB	NB
Over 5.1-in	NB	NB	NB	NB	NB	NB	NB	NB
Millings remain the property of the Owner	· ·	0 /		10	0	4.05		ND
Price to Owner FOB at the Mill per ton Item C490.01M - Cold Milling Pro	NB cess Type C M			NB T	\$4	4.85		NB
Option 1: Hauled and disposed of by the s	uccessful bidder.					_	-	
Thickness	SY	DAY	SY	DAY	SY	DAY	SY	DAY
Under 1/2-in	NB	NB	\$1.50	\$5,900.00	NB	NB	NB	NB
1/2-in to 1.0-in Hauled by the successful bidder and stock	NB niled at a locatio	NB n determined	\$1.50	\$5,900.00 within 10 miles o	NB f the project site	NB	NB	NB
•	NB		•				ND	ND
Under 1/2-in 1/2-in to 1.0-in	NB NB	NB NB	\$2.50 \$2.50	\$9,900.00 \$9,900.00	NB NB	NB	NB	NB NB
Hauled and stockpiled by the Owner.	110	1 (D	94.30	\$7,700.00	110	NB	NB	11D
Under 1/2-in	NB	NB	\$1.50	\$5,900.00	NB	NB	NB	NB
1/2-in to 1.0-in	NB	NB	\$1.50	\$5,900.00	NB	NB	NB	NB
							•	
Millings remain the property of the Owner	r (Sale price mill	ings)						



### CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution awarding various bids for Medium & Heavy Duty Vehicle Repair Parts on behalf of the Chemung County Department of Public Works (RFB-2583)

Resolution #: Slip Type: CONTRACT SEQRA status State Mandated False

Explain action needed or Position requested (justification):

DPW Requests Authorization to accept bids for Medium and Heavy Duty Truck Parts from the following vendors:

Cook Brothers

Point Spring and Driveshaft

D&W Diesel

Carquest Auto/Advance Auto

Estimated cost is \$150,000 or less. Funds are in the approved DPW Fleet Operating Budget for 2024.

See attached bid tab for more information, and please contact me with any questions.

Vendor/Provide	and Drivesh	ers, Point Spring aft, D&W Diesel, ito/Advance Auto				
Term	1 Year with 1 year extension possible	Total Amount	Estimated \$150,000	Prior Amount	0	
Local Share	100%	State Share	N/A	Federal Share	N/A	STAMP_ITEMNUMB

Project	Yes	Funds are in	21-5130-
Budgeted?		Account #	50406.33

CREATION:			
Date/Time:		Department:	
1/29/2024 10:21:42 AM		County Executive	
APPROVALS:			
Date/Time:	Approval:	Department:	
2/20/2024 12:30 PM	Approved	County Executive	
2/29/2024 8:51 PM	Approved	Legislature Chairman	

ATTACHMENTS:		
Name:	Description:	Туре:
D         RFB-           2583_Medium_Heavy_Duty_Vehicle_Repair_Parts_Bid_TabHighlightedxls	RFB-2583	Cover Memo

# CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT

# **RFB-2583 Medium & Heavy Duty Vehicle Repair Parts**

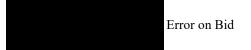
Bid Opening: November 16, 2023 at 2:00 pm

Bid O	id Opening: November 16, 2023 at 2:00 pm												
	Bidders	Parts/ A	est Auto dvanced parts	D &W	Diesel	Point Sp Drive	0	Group * Chrysler,	comotive (Ford, Dodge,Je Cam)	Gro	comotive oup ,GMC, rolet)		erothers ek **
Bid Item	Bid Item Description	Percentage Discount from List Price	List Price Schedule or Catalog	Percentage Discount from List Price	List Price Schedule or Catalog	Percentage Discount from List Price	List Price Schedule or Catalog						
А	VMRS Group #01: PM Parts Air/Fuel/Oil/Transmission/ Hydraulic Filters			60	yes	60	Yes	28	schedule available online	28	schedule available online	70	yes
В	VMRS Group #03: Cab Heating, AC, Instrumentation, Wipers	50	schedule www.Advanced pro. com	0	refer to dwdiesel.com	60	yes	28	schedule available online	28	schedule available online	50	yes
С	VMRS Group #04: Chasis, Brakes, Steering, Suspension,Wheels, Bearings	50	schedule www.Advanced pro. com	0	refer to dwdiesel.com	60	yes	28	schedule available online	28	schedule available online	50	yes
D	VMRS Group #05: Drive Train, Real Axels, Clutch, Drive Shafts, Auto and Manual Transmission	50	schedule www.Advanced pro. com	0	refer to dwdiesel.com	60	yes	28.00 assemblies at cost +15%	schedule available online	28.00 assemblies at cost +15%	schedule available online	50	yes
E	VMRS Group #06: Electrical Systems, Charging, Starting, Ignition, Lighting	50	schedule www.Advanced pro. com	0	refer to dwdiesel.com	60	yes	28	schedule available online	28	schedule available online	50	yes
F	VMRS Group #07: Engine, Motor, Air, Cooling, Exhaust, Hard Parts, and Lubrication Systems	50	schedule www.Advanced pro. com	0	refer to dwdiesel.com	60	yes	28.00 assemblies at cost +15%	schedule available online	28.00 assemblies at cost +15%	schedule available online	50	yes
G	VMRS Group #09: Special Application Hydraulics	NB	schedule www.Advanced pro. com	0	refer to dwdiesel.com	60	yes STAMP	28% if OEM ITEMNUM		28% if OEM	schedule available online	50	yes
н	VMRS Group #08: Specialty Equipment, Safety Equipment, Flags	35	schedule www.Advanced pro. com	0	refer to dwdiesel.com	60	yes	NB	schedule available online	NB	schedule available online	50	yes

Bidders	Carquest Auto Parts/ Advanced auto parts	D &W Diesel	Point Springs & Driveshaft	Nye Automotive Group * (Ford, Chrysler,Dodge,Je ep,Ram)	Nye Automotive Group (Buick,GMC, Chevrolet)	Cook Brothers Truck **
---------	--	-------------	-------------------------------	--	--	---------------------------

\*missing corporate seal on Waiver of Immunity

\*\* no corporate seal on waiver of immunity and missing notary signature on Sexual harrassment form





STAMP\_ITEMNUMBER

STAMP\_ITEMNUMBER



### CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution authorizing application for and acceptance of Bridge New York 2023 funding from the New York State Department of Transportation on behalf of the Chemung County Department of Public Works

Resolution #:Slip Type:GRANTSEQRA statusState MandatedFalse

Explain action needed or Position requested (justification):

DPW seeks Executive Approval and Legislative Authorization to apply for and accept Bridge NY 2023 (also known as Bridge NY 5) funding for the following bridge and culvert structures:

BIN 3331590 Hibbard Road

BIN 3332110 Benjamin Road (west)

BIN 3332140 Jackson Hollow Road

CIN CR29C25 Dry Run Road

CIN CR41C12 Federal Road

More detailed information, included estimated cost for each, can be found in the attached spreadsheet. It is unlikely we will be awarded all 5 structures, but 2 bridges and 1 culvert is a possibility.

I have also attached 2 photos for each structure.

Total grant application is for \$11,056,001, with a \$432,001 match

Vendor/Provider	NYSDOT			
Term	6-1-2024 to	Total Amount	\$11,056,001	Prior Amount

	12-31-2026 (Anticipated	)			
Local Share	5% of Bridges - \$416,001 and 0% of Culverts (\$0	State Share	100% of Culverts (\$2,470,000) and 0% of Bridges (\$	Federal Share	95% of Bridges (\$8,170,000) and 0% of culverts (\$0
Project Budgeted?	No	Funds are in Account #	2025 Capital Budget		

CREATION:			
Date/Time:		Department:	
1/29/2024 10:12:38 AM		County Executive	
APPROVALS:			
Date/Time:	Approval:	Department:	
2/20/2024 12:31 PM	Approved	County Executive	
2/29/2024 8:54 PM	Approved	Legislature Chairman	

ATTACHMENTS:			
Name:	Description:	Туре:	
BNY5_CountyProjects_Rev_1-4 24.xlsx	BNY5 County Projects	Cover Memo	
BNY_ConditionPhotos_2024.pdf	BNY Condition Photos	Cover Memo	

2024 BRIDGE NY PROGRAM APPLICATIONS - CHEMUNG				
		Bridge Ap	plications	
Bridge Identification Number (BIN)	Feature Carried	Location	Requested Funding (95%)	
3331590	Hibbard Road	Town of Big Flats	1.7 Mil	
3332110	Benjamin Road	Town of Veteran	2.59 Mil	
3332140	Jackson Hollow Road	Town of Van Etten	3.88 Mil	
		Culvert Ap	plications	
Culvert Identification Number			RF (100%)	
CR29C25	Dry Run Road	Town of Southport	1.22 Mil	
CR41C12	Federal Road	Town of Baldwin	1.25 Mil	

COUNTY			
Local Match (5%)	Project Description		
\$85,001.00	Superstructure Replacement		
\$137,000.00	Complete Replacement		
\$194,000.00	Complete Replacement		
LM (0%)			
\$0.00	Complete Replacement		
\$0.00	Complete Replacement		



COUNTY OF CHEMUNG DEPARTMENT OF PUBLIC WORKS 803 CHEMUNG STREET HORSEHEADS, NY 14845-2288 Ph: 607.739.3896 Fx: 607.796.2146 www.chemungcounty.com

### **BRIDGE-NY 2024**

Bridge & Culvert Condition Photos



Hibbard Road Bridge - Town of Big Flats Superstructure Replacement



Hibbard Road Bridge - Town of Big Flats Superstructure Replacement



Benjamin Road (East) - Town of Veteran Complete Replacement



Benjamin Road (East) - Town of Veteran Complete Replacement

STAMP ITEMNUN



COUNTY OF CHEMUNG DEPARTMENT OF PUBLIC WORKS 803 CHEMUNG STREET HORSEHEADS, NY 14845-2288 Ph: 607.739.3896 Fx: 607.796.2146 www.chemungcounty.com

# **BRIDGE-NY 2024**

Bridge & Culvert Condition Photos



Jackson Hollow Road - Town of Van Etten Complete Replacement



Jackson Hollow Road - Town of Van Etten Complete Replacement



Dry Run Road Culvert - Town of Southport



Dry Run Road Culvert - Town of Southport

STAMP ITEMNUN



COUNTY OF CHEMUNG DEPARTMENT OF PUBLIC WORKS 803 CHEMUNG STREET HORSEHEADS, NY 14845-2288 Ph: 607.739.3896 Fx: 607.796.2146 www.chemungcounty.com

# **BRIDGE-NY 2024**

Bridge & Culvert Condition Photos



Federal Road Culvert - Town of Baldwin



Federal Road Culvert - Town of Baldwin



### CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution awarding bid to Beavers Petroleum on behalf of the Chemung County Department of Public Works (RFB-2581Fuel Equipment and Services)

Resolution #:	
Slip Type:	CONTRACT
SEQRA status	
State Mandated	False

Explain action needed or Position requested (justification):

DPW requests authorization of a contract with Beavers Petroleum for RFB-2581, Fuel Equipment Service Bid. We use this bid on an as needed basis to maintain our fuel and lubricant pumps and equipment. 2023 expenditures totaled \$1,615.50.

Funds are in our approved 2024 Fleet Operating Budget.

Please see attached bid tab for more information, and contact me with any questions.

Thanks,

Andy Avery

Term	1 Year + 1 Year Extension Possible	Total Amount	2023 Amount was \$1,615.50 (Bid amount shows \$163,7	Prior Amount	-0-
Local Share	100%	State Share	-0-	Federal Share	-0-
Project Budgeted?	Yes	Funds are in Account #	21-5130-50418		
REATION:					
ate/Time:		Department:			

1/29/2024 10:14:21 AM		County Executive	
APPROVALS:			
Date/Time:	Approval:	Department:	
2/20/2024 12:34 PM	Approved	County Executive	
2/29/2024 4:28 PM	Approved	Legislature Chairman	

ATTACHMENTS:				
Name:	Description:	Туре:		
RFB-           2581_Fuel_Equipment_and_Sevice_Bid_Tab_(3).pdf	RFB-2581 Fuel Equipment & Service Bid Tab	Cover Memo		

# CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT

**RFB-2581 Fuel Equipment and Services (2024-2025)** 

Bid Opening: November 16, 2023

Bid Opening: November 16, 2023	1				
Sole Bidder		<b>Beavers Petroleum</b>			
Surety			Check \$500.00		
Unit Descriptions	Un	it Rate	Estimated Units	Sub-Total	
Technician -Straight Time - Hours	\$	95.00	120	\$11,400.00	
Technician -After Hours - Hours	\$	95.00	40	\$3,800.00	
Technician -Weekend- Hours	\$	95.00	20	\$1,900.00	
Electrician -Straight Time - Hours	\$	100.00	120	\$12,000.00	
Electrician -After Hours - Hours	\$	100.00	40	\$4,000.00	
Electrician -Weekend - Hours	\$	100.00	20	\$2,000.00	
Straight Time Call Out (in lieu of travel) -Calls	\$	50.00	40	\$2,000.00	
After Hours Call Out (in lieu of travel) - Calls	\$	-	20	\$0.00	
Weekend Hours Call Out (in lieu of travel) - Calls Parts Markup from actual cost	\$ 20	- %	10 \$20,000	\$0.00 \$24,000.00	
Total for Item Group		,,,,	<b>4-0,000</b>	163,700.00	
Service hours based on the following:					
Normal work hours are:			6:00 am to 5:00 pm		
Weekend hours start			pm and end on Mone		
The prospective bidder shall submit with its bid, satisfatory evidence that it has had previous experience and can in fact perform/complete the required work. This shall be in the form of written notarized statements. Provide listing of contract(s) performed within the last five (5) years, including description of					

Note: City of Elmira will piggyback on this bid.



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution designating new highway alignment as an extension of County Route 86 (from CR86 to NYS Route 13)

Resolution #:			
Slip Type:	OTHER		
SEQRA status			
State Mandated	False		

Explain action needed or Position requested (justification):

This agenda item seeks Executive approval and Legislative authorization to designate the new highway alignment from County Route 68 (Old Ithaca Road) to New York State Route 13 as an extension of County Highway (County Route) #86.

Length: 3,845-ft

Width: 40-ft

Lanes: 2

Lane Width: 12-ft

See attached map. This is the roadway referred to as the "Horseheads Connector Road project". The road was officially opened on 8-24-2023. This designation will allow the County to apply for CHIPS funding on future maintenance projects for the roadway.

CREATION:					
Date/Time:		Department:			
1/31/2024 8:58:56 AM	1/31/2024 8:58:56 AM County Executive				
APPROVALS:					
Date/Time:	Approval:	Department:			
2/20/2024 12:53 PM	Approved	County Executive			
2/29/2024 4:24 PM	Approved	Legislature Chairman			

ATTACHMENTS:				
Name:	Description:	Туре:		
No Attachments Available				



### CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution authorizing Supplemental Agreement #1 with Barton and Loguidice on behalf of the Chemung County Department of Public Works (CR23 Dry Brook Road Bridge)

Resolution #:	
Slip Type:	CONTRACT
SEQRA status	
State Mandated	False

Explain action needed or Position requested (justification):

This agenda item requests Executive approval and Legislative authorization for Design Supplemental Agreement #1 for the CR23 Dry Brook Road Bridge project.

The following services will be added to the original agreement:

- Additional Hydraulic Analysis to reduce size of bridge opening (and cost.)
- R-O-W Design and Purchase
- Soil Borings increase Had to drill rock, requiring additional mobilization
- Utility Coordination
- Stream Restoration and Work Zone Traffic Control Design
- Environmental Permitting
- Construction Support

Total cost of this supplemental design agreement is \$62,312. We have enough funds in the overall budget to cover this cost.

Please contact me with any questions.

Thanks,

Andy Avery

Vendor/Provid	er Barton & L	oGuidice			
Term		Total Amount	\$132,312 (Supplement 1 for Design/R- O-W Services i	Prior Amount	\$70,000
Local Share	100% Bonded Funding	State Share		Federal Share	
Project Budgeted?	Yes	Funds are in Account #	2023 DPW Capital Budget Funds (Rollover)		

CREATION:			
Date/Time:		Department:	
2/21/2024 2:44:11 PM		County Executive	
APPROVALS:			
Date/Time:	Approval:	Department:	
2/21/2024 2:51 PM	Approved	County Executive	
2/29/2024 4:31 PM	Approved	Legislature Chairman	

ATTACHMENTS:				
Name:	Description:	Туре:		
<u>24_ID_3040109pdf</u>	Dry Brook Supplemental	Cover Memo		
Signed_Contract_Resolution_22- 539.pdf	Signed Contract Resolution	Cover Memo		



January 11, 2024

Mr. Andrew P. Avery, P.E., Public Works Commissioner Chemung County DPW 803 Chemung Street Horseheads, New York 14845

Attn: Mr. Carl E. Martel, P.E.

- Re: Dry Brook Road over Dry Brook (BIN 3331140)
- Supplemental Agreement for Engineering, Right of Way, and Construction Support Subj: Services

File: 626.013.001

Dear Mr. Avery:

Barton & Loguidice, D.P.C. (B&L) respectfully submits herewith Supplemental Agreement No. 1 for Dry Brook Road over Dry Brook Creek (BIN 3331140). This supplemental agreement includes additional engineering and design services required and previously discussed during the preliminary and final design phases of the project as well as proposed Construction Support and Right of Way phase services. The total amount requested with this Supplement No. 1 is \$62,312, increasing the overall Maximum Amount Payable (MAP) to \$132,312. We propose to complete these services on a cost and expense basis using B&L 2023 Billing Rates for work performed in 2023 and B&L 2024 Billing rates for work performed in 2024.

The following is a summary of the additional engineering, right of way, and construction support phase services:

Phase I – Site Data and Preliminary Design

\$5,544

D. Hydraulic Analysis It was originally assumed that the hydraulic analysis completed by Chemung County Soil and Water would be used for the project. The HEC-RAS model provided by the County was highlevel and resulted in overly conservative results. Working with the County, more detailed stream sections were obtained and tied to the bridge survey, and the model was recreated for the existing and proposed conditions. The more detailed analysis was needed to lower the design high water compared with the previous analysis completed by the County.

The experience to

## G. Right of Way

\$28,720 The County requested that right-of-way survey, incidentals, and acquisitions be added to B&L's scope of work. It is anticipated that two FEE acquisitions will be needed for the project. We proposed to complete incidentals and acquisitions phase services in-house with qualified ROW staff. Right-of-way survey including two acquisition maps will be completed by PJO Surveying. The Right of Way tasks will include the following services for the two parcels affected:

- Title research
- Right of way survey
- Right of way mapping
- Property appraisals
- Negotiations and acquisition

### H. Subsurface Investigation

Actual cost for soil borings was \$11,700 which was \$3,200 over the project budget. Rock core drilling was required and an additional mobilization was needed due to access issues at the site.

### K. Utility Coordination

### B&L called in a dig safe design ticket, plotted utilities, and confirmed locations in the field.

### Phase II – Final Design and Permitting

A. Final Plans Stream restoration and Work Zone Traffic Control plans were added to B&L's scope of work. The stream restoration work includes lowering the stream and installing cross vanes upstream and downstream

### B. Environmental

The County requested that environmental permitting be added to B&L's scope of work. Environmental permitting will include:

- Desktop review and site visit
- Wetland delineation
- Joint Application Permit USACE 404 Nationwide #3, NYSDEC Section 401 Water Quality
- Short Environmental Assessment Form (SEAF) parts 1, 2, and 3

### Phase IV – Construction Support

### Construction Support

B&L will provide construction support including shop drawing review, on-site support (assume 4 total days), and provide the bridge inventory and as-built load rating form.

### STAMP ITEMNUMB

\$3,200

\$876

### \$9,278

\$6.552

\$8,142



The additional fees requested above are summarized by staff, estimated hours, and hourly rates attached as Exhibit A.

Total Supplement 1 Fee Request: \$ 62	,312
Original Agreement Amount\$70	,000
New Agreement Amount \$ 132	,312

Upon review of this amendment request, please feel free to contact us with any questions. We can meet at your convenience if requested. If this supplement is acceptable, please countersign below for authorization to proceed with the additional services. Thank you for your consideration.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Mathew & Achooly

Matthew J. Schooley, P.E. Principal

JMW/jjb Attachments

Authorization

Barton & Loguidice, D.P.C., is hereby authorized by the Chemung County to proceed with the services described herein in accordance with the original agreement Terms and Conditions.

Chemung County

Date

## Chemung County

Dry Brook Road over Dry Brook - Supplement No. 1

PROFESSIONAL V PROFESSIONAL IV PROFESSIONAL II MANAGER II MANAGER II **TECHNICIAN V** TECHNICI TITLE BISKO BLAKE LUPPINO KROWICKI POTTE EMPL WALCZAK DELORIA SCOPE OF SERVICE RATE \$120 \$205 \$205 \$162 \$146 \$136 \$111 Phase I - Site Data and Preliminary Design 18 18 D. Hydraulic Analysis 64 G. Right of Way K. Utility Coordination 6 Phase II: Final Design A. Final Plans and Specifications WZTC Detour Plan 2 2 20 24 2 Stream Restoration 16 12 40 **B.** Environmental Permits Phase IV: Construction Support A. Administration (shop drawings) 8 B. Inspection (4 site visits) 8 24 8 H. As-Built Load Rating and Bridge Forms 1 HOURS TOTAL DOLLARS/HOUR 10 64 43 80 40 16 20 \$205 \$205 \$162 \$146 \$120 \$136 \$111 SUB-TOTAL \$2,050 \$13,120 \$6,966 \$11,680 \$4,800 \$2,176 \$2,22 \$45,862 LABOR TOTAL SUBSURFACE INVESTIGATION (TERRACON) \$3,200 \$6,750 ROW SURVEY (PJO Survey) ROW DNS (TITLE SEARCH, APPRAISAL, ETC) \$6,000 MILEAGE, TELEPHONE, REPRO \$500 SUPPLEMENT NO. 1 FEE ESTIMATE \$62,312

Exhibit A

TECHNICAL ASSISTANT II	LABOR	TOTAL
	TOTAL	
BALDUZZI		
\$95		
	36	\$5,544
30	94	\$15,970
	6	\$876
	24	\$2,922
	42	\$6,356
	52	\$6,552
	1	-
	8	\$1,168
	32	\$5,144
	9	\$1,330
30		
\$95		
\$2,850	\$303	\$45,862
	Barton & Oguidice	
	ASSISTANT II BALDUZZI \$95 30 30 30 30 30 30 30 30 30 30 30 30 30	ASSISTANT II       LABOR         TOTAL       TOTAL         BALDUZZI       1         \$95       1         \$95       1         30       94         6       1         30       94         6       1         24       1         24       42         52       1         52       1         8       32         9       30         30       9         30       9         30       9         30       9         30       32         30       32         30       30         \$95       30         \$2,850       \$303

#### STANDARD TERMS AND CONDITIONS for PROFESSIONAL CONSULTANT SERVICES provided by BARTON & LOGUIDICE, D.P.C. ("Consultant")

The OWNER and the CONSULTANT, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

#### 1.0 Basic Agreement

Consultant shall provide, or cause to be provided, the Services set forth in the proposal (PROPOSAL) to which these terms and conditions are attached, and Owner shall pay Consultant for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions is referred to herein as "Agreement".

#### 2.0 General Considerations

A. The standard of care for all professional or related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Consultant shall commence to provide its services upon the full execution of this Agreement and shall provide those services within a reasonable time. In no event shall Consultant be obligated to perform services on a schedule which, in the Consultant's professional judgement, does not provide Consultant sufficient time to perform in accordance with the aforesaid standard of care.

C. All design documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants Owner a limited license to use the instruments of service exclusively (1) performance of design or operation, (2) for Project construction as is the intended purpose of the documents, and (3) for the purpose of maintenance and repair of the Project, or (4) other documents, reports, details and plans as defined in the project Scope of Work.

D. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

E. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

F. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decisions regarding, or interpretations or clarifications of, the construction contract or Instruments of Service made by Owner or any third party without the advice and consultant.

G. If the Construction Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant. The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

H. Unless otherwise included under this Agreement, the parties acknowledge that Consultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). Owner represents to Consultant that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at the Site, except as expressly disclosed to the Consultant in writing. If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate, exemediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. The services to be provided by Consultant under this Agreement 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 Agreement to be strictly engineering or other technical opinions, advice, information or recommendations. Consultant is not a "municipal advisor" as defined by 15 U.S.C. 780-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

J. The Consultant shall not be required to execute certificates, guarantees, warranties or make representations that would, in its professional judgment, require knowledge, services or responsibilities beyond the scope of this Agreement.

K. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols. L. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employee's, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant pursuant to the PROPOSAL, whichever is greater, (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these limitations apply to any and all liability or cause of action.

#### 3.0 Payment for Services

Consultant will prepare a monthly invoice in accordance with Consultant's standard invoicing practice and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. Consultant may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

#### 4.0 Additional Services

Additional services may be required in Consultant's professional judgement because of changes in the Project, or unforeseen circumstances. The Consultant shall furnish services in addition to those set forth in the PROPOSAL if mutually agreed by Owner and Consultant. Owner shall pay Consultant for any Additional Services provided as follows: (1) as may be mutually agreed to in writing, or (2) in the absence of a mutual agreement an amount equal to the cumulative hours charged to the Project by each member or each class of Consultant's employees engaged in providing the Additional Services times the Consultant's hourly billing rates for each applicable billing class in effect at the time the Additional Services are performed; plus reimbursable expenses and charges for Consultant's Subconsultants, if any.

#### 5.0 Dispute Resolution

Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Consultant agree that they shall first submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Consultant agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 150 days of the date of notice by either party of the existence of the dispute. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to an alternative dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

#### 6.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, or failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work (or similar notice of the final completion of the Project) for acts, failures to act or failures to perform occurring after Substantial Completion.

#### 7.0 Controlling Law

This Agreement is to be governed by the law of the state in which the project is located.

#### 8.0 Successors, Assigns, and Beneficiaries

Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted herein the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This provision shall not preclude Consultant from retaining Subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

#### 9.0 Termination

If Consultant's services related to the project are terminated for any reason, Consultant shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the Owner, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

#### 10.0 Total Agreement/Severability

This Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Consultant and supersedes all **pict writerpr** own **EMNUMB** understandings. This Agreement may only be amended, supplemented, modified, of canceled by a duly executed written instrument. If any term or condition of this Agreement shall, to any extent, be found invalid, void or unenforceable, the remaining provisions shall remain in full force and effect to the extent allowed by applicable law.

### **RESOLUTION NO. 22-539**

### RESOLTUION AUTHORIZING AGREEMENT WITH BARTON & LOGUIDICE ON BEHALF OF THE CHEMUNG COUNTY DEPARTMENT OF PUBLIC WORKS (Design Services for replacement of Dry Brook Rd. Bridge – BIN 3331140)

By: Strange

Seconded by: Briggs

WHEREAS, the Chemung County Commissioner of Public Works has requested authorization to enter into an agreement with Barton & Loguidice ("B&L") for professional engineering and design services for the Dry Brook Road Bridge Replacement Project for an amount not to exceed \$70,000 (100% local share); and

WHEREAS, the County Executive and the Highway Committee have recommended that the Chemung County Legislature approve this request; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to execute an agreement with B&L for professional engineering and design services for the Dry Brook Road Bridge Replacement Project for an amount not to exceed \$70,000 (100% local share); and be it further

RESOLVED, that the agreement shall be subject to the review and approval of the County Attorney; and be it further

RESOLVED, that the agreement shall not be renewed, the initial term thereof extended, or the agreement amended without express consent by Resolution of this Legislature.

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

### **RESOLUTION NO. 22-539**

### **BACKGROUND INFORMATION**

Requested by: Commissioner of Public Works

Purpose: to authorize agreement

Authority: Section 2703 of the Chemung County Charter

Funds involved: \$70,000

Approved by: Highway Committee, October 24, 2022

### STATE OF NEW YORK) COUNTY OF CHEMUNG) SS:

THIS IS TO CERTIFY, that I, the undersigned Clerk of the Chemung County Legislature, have compared the foregoing copy of resolution with the original resolution now on file in my office, and which was passed by the Chemung County Legislature on the  $14^{th}$  day of November 2022, a majority of all the members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Chemung County Legislature this 15<sup>th</sup> day of November 2022.

\_\_\_\_\_Cynthia G. Kalweit\_\_ Cynthia G. Kalweit, Clerk Chemung County Legislature



September 12, 2022

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

Re: Dry Brook Road over Dry Brook (BIN 3331140)

Subj: Proposal for Engineering Services

File: 703.4282

Dear Mr. Avery:

We have prepared this proposal for engineering services for the above-referenced bridge replacement project.

Attached, as Schedule A, is the proposed Scope of Services for the projects.

Attached, as Exhibit A, is our anticipated staffing requirements for the above referenced bridge replacement. We propose to complete these services on a cost plus expense basis using the 2022 Standard Billing Rates, with a fee ceiling of \$70,000 (see attached summary for breakdown of individual phases) as outlined in Exhibit "A". Although the individual phase amounts may change, the total project ceiling will not be exceeded without prior approval from Chemung County.

The existing crossing consists of a multiple steel girder jack-arch superstructure supported on cast-inplace concrete abutments. The existing bridge is load posted for 22 tons due to section loss and corrosion in the lower flanges of the steel girders. With no cost effective means to rehabilitate the existing bridge, the crossing will be replaced.

The scope of the proposed project is to remove and replace the existing bridge with a new crossing. The design scope of services assumes the replacement structure will consist of repurposed Tappan Zee panels installed on conventional cast-in-place concrete abutments founded on piles. The proposed bridge will carry standard lane and shoulder widths and will be designed to carry standard HL-93 loading.

The alignment of Dry Brook Road includes a non-standard 290-foot radius horizontal curve immediately north of the current bridge. In order to address the non-standard feature, two alignment alternatives will be considering during preliminary design, one that meets the minimum standard horizontal curve



Mr. Andrew P. Averey, P.E., Public Works Commissioner Chemung County Department of Public Works September 12, 2022 Page 2



radius, and one that meets or exceeds the minimum standard horizontal curve radius and allows for offline construction of the bridge. The latter alternative will require approximately 600 linear feet of total approach roadway reconstruction.

Based on our previous discussions, it is our understanding that the County intends to construct the bridge with County forces and does not anticipate going to public bid at this time. This may change depending on the execution of other projects by the County. Should the County decide to go to public bid for this project, the additional scope items associated with preparing bid-ready documents, assisting with bidding, and monitoring construction will be incorporated with a supplemental agreement.

Should this proposal meet with the approval of the County, you may consider this an Agreement. We have provided space below for signature by the County.

Please call should you have any questions regarding this.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

en 1 Achooly

Matthew J. Schooley, P.E. Principal

JMW/jjb Enclosure

Authorization

Barton & Loguidice, D.P.C. is hereby authorized by Chemung County to proceed with the services described herein in accordance with the Terms and Conditions proposed herein.

Christopher + Moss **Chemung County Executive** 

Date

### Schedule A - Scope of Services Dry Brook Road over Dry Brook, BIN 3331140 Chemung County DPW September 2022

### General

A. Project Description and Location

Barton & Loguidice, D.P.C., proposes to provide engineering and construction support services for the replacement of the bridge carrying Dry Brook Road over Dry Brook (BIN3331140). County funds will be utilized for this project.

Project Name:	Dry Brook Road over Dry Brook (BIN 3331140)
Project Description:	The project includes replacement of the existing structure carrying Dry Brook Road and approximately 600 feet of total road reconstruction. The replacement structure is anticipated to utilize a repurposed Tappan Zee Panel superstructure, supported on conventional cast-in-place concrete abutments.
Project Location:	Town of Chemung, Chemung County

Hereinafter, Barton & Loguidice, D.P.C., will be referred to as the ENGINEER and Chemung County as the OWNER.

- B. Policy and Procedures
  - 1. The design of this project shall be progressed in accordance with the current versions of the following documents issued by the NYSDOT:
    - NYSDOT Standard Specifications for Construction and Materials
    - NYSDOT Highway Design Manual Volumes 1 and 2
    - NYSDOT Manual of Uniform Traffic Control Devices
    - NYSDOT Standard Specifications for Highway Bridges
    - NYSDOT Standard Details for Highway Bridges/Culverts
    - NYSDOT Engineering Instructions
  - 2. Work on this project shall be divided into four phases:
    - Phase I Site Data and Preliminary Design
    - Phase II Final Design
    - Phase III Bidding
    - Phase IV Construction Administration and Inspection
  - 3. The ENGINEER will render all services and furnish all materials and equipment necessary to provide the OWNER with Plans and other data specifically described below.

### **Phase I - Site Data and Preliminary Design**

- A. Design Survey
  - 1. The topographic survey including stream sections will be completed by the OWNER and provided to the ENGINEER in ASCII format.

Topographic survey limits: 120-foot wide bandwidth beginning 250 linear feet south and ending 350 linear feet north of the existing bridge, measured along the existing road centerline.

Stream sections: 10 total stream sections, 5 upstream and 5 downstream, have been collected by the OWNER and will be provided in ASCII format.

### B. Design Mapping

- 1. The design mapping will be completed by the ENGINEER.
- C. Design Standards
  - 1. The ENGINEER will determine the applicable design/geometric standards for the projects as required by the New York State Department of Transportation.
- D. Hydraulic Analysis
  - 1. A preliminary hydrology and hydraulic report was completed for the existing bridge and for a concept replacement structure by Chemung County Stormwater Coalition. This report will be used as a basis for hydraulic design. The ENGINEER will coordinate any updates, if required, for the proposed condition with Chemung County Stormwater Coalition.
- E. Evaluation of Alternatives
  - 1. The ENGINEER will identify and make rudimentary evaluations of alternatives. These evaluations will not be carried beyond the point of establishing the feasibility and cost of each alternative.

Estimate 2 horizontal alignment alternatives will be evaluated.

- 2. The ENGINEER will evaluate one structure replacement alternative. It is assumed that the existing crossing will be replaced with a single span structure consisting of Tappan Zee Panel superstructure supported on cast-in-place concrete abutments.
- F. Preliminary Plan
  - 1. The ENGINEER will prepare a preliminary plan showing geometric layout of the proposed structure, transverse section of the proposed bridge, alignment and profile to the OWNER for review and approval.

### G. Right-of-Way

- 1. ROW survey will not be performed. Approximate ROW lines, obtained from Chemung County GIS tax parcel data, will be depicted on construction drawings.
- 2. ROW acquisitions or easements, if required, will be obtained by the OWNER.

Estimate 1 ROW FEE taking will be required.

- H. Subsurface Investigation
  - 1. The ENGINEER will procure a subcontractor to perform two soil borings at the site.
- I. Owner Review
  - 1. The ENGINEER will meet with the OWNER to discuss the preliminary design submittal and make revisions as necessary.
- J. Utility Coordination
  - 1. The OWNER will perform utility coordination for the relocation of utilities in conflict with the proposed design.

### Phase II - Final Design

- A. Final Plans and Specifications
  - The ENGINEER will develop final drawings and assemble technical specifications. It is assumed that construction will be by County forces and bid ready contract documents will not be required. Should the County decide to publicly bid the project, preparation of bid ready contract documents will be added to the project scope with a supplemental agreement.
  - 2. The ENGINEER will prepare final drawings to show the limits of the work to be performed by the Owner on the PROJECT hereinafter called "Drawings" and the Specifications. The drawing and specifications will utilize English units and will reference the most recent updated of the NYSDOT Specifications. The Drawings will include the following:
    - Title Sheet
    - General Notes, survey control
    - Miscellaneous Details
    - Roadway Plan/Profile/Typical Section
    - Bridge plan and elevation
    - Excavation and removal plans and sections
    - Pile layout plan and details
    - Abutment plan, elevation, and reinforcement details
    - Superstructure details
    - Railing layout and details

Assume Level 1 load rating will not be required.

### B. Environmental Permits

1. The OWNER will determine whether the streams are considered navigable and what, if any, permits are required. The OWNER will complete the necessary permit application forms.

Estimate 1 New York State Department of Environmental Conservation/ Army Corps of Engineers Joint application of Permit" will be required.

2. The OWNER will complete any needed environmental site visits to collect and document necessary information to support the joint permit.

### **Phase III - Bidding**

### A. Bidding

 It is assumed the project will be constructed with County forces and a public bid will not be required. Should the County decide to publicly bid the project, bidding assistance will be added to the project scope with a supplemental agreement.

#### Phase IV – Construction Administration and Inspection (By supplemental agreement)

- A. Administration
  - The ENGINEER will review and approve Shop Drawings and samples, the results of tests and inspections and other data for compliance with the design concept of the PROJECT; determine the acceptability of substitute materials and equipment proposed by the OWNER.

### B. Inspection

The ENGINEER will make milestone site visits to observe as an experience and qualified design
professional the progress and quality of the executed work and to determine, in general, if the work
is proceeding in accordance with the design; he shall not be required to make exhaustive or
continuous on-site inspections to check the quality or quantity of work; he shall not be responsible
for the means, methods, techniques, sequences or procedures of construction or the safety
precautions and programs employed.

Estimate 2 site visits will be required during construction.

2. The ENGINEER will conduct an inspection to determine if the PROJECT is substantially complete, and to determine if the PROJECT has been completed in accordance with the DRAWINGS.

Chemung County Dry Rood over Dry Brook BIN 3311340	1		Exhi	Exhibit A						
	T	EXECUTIVE MANAGER	MANAGER I	MANAGERI	PROFESSIONAL V	PROFESSIONAL N	TECHNICIAN VI	TECHNICAL ASSISTANT II	HOURS	DOLLARS
	Ĩ		d	MMC	042	CRB	MEK	807	TOTAL	TOTAL
SUCHE OF SERVICE	RATE	\$270	\$183	\$170	\$140	\$126	\$131	\$82		
General										
A. Project Familiarization and Site Visit				-		12			5	\$1,682
C. Post B. Decessor Decreted				8 2				2	8	<b>5</b> 3 224
		-		71				Ð	2	\$2,802
Phase I - Site Data and Preliminary Design										
A. Design Survey (by County)				-					-	\$170
B. Design Mapping	Ì			-			24		*	\$3,314
C. Design Standards	Ì		3	N		8			<sup>2</sup>	\$1,714
U. Hydraulic Analysis (By Courry)		ŕ		-	•				<u>،</u>	\$730
E. EVANGAUON OF AURTRIDVES	-			4 6		5	₽.		9	\$5,554 \$0 mo
G. Richt of Way		-		<b>-</b>	•		•		2 -	8470
H. Subsurface Investigation				-		-		-		\$756
1. Owner Review (included in General B)	ないので									
K. Utility Coordination (By County)										
Protector (Primat Design										
A FIRM FIGHT and Specifications	1			-						6433
Trolcal Sactioner		-		- ~		4 83			2 F	21 610
General Notes			-	-		,				616/7 Carc?
WZTC (By County)	State of									1.000
Geometry Layout Plan:	- Access			2		80			9	\$1,348
Miscellaneous Tables & Detaits	The state			2		ø	÷		18	\$2,396
Plans:	Support of	-		2		10	8		21	\$2.918
Profile:				-		æ			a	1178
Bridge Plan		-		-		80	8		18	\$2.496
Removal Plan	States in the	-		-		4	-		4	\$1.992
Excavation Plan				2		60	8		₽	\$2,396
Excevation Sections	Second Second	-		~		-	φ.		15	\$2,162
Pile Layout Plan and Detlats			~				æ		<b>8</b>	\$2.422
Abutment Plan and Elevation			~ ~	~ ~					8 8	\$2,762
Suppructure regiment United is			v (	2		0	x) a		8	\$2,762
Superstructure Carine Details			•	-		•	•		3 4	20/ 24
Railing Laword				-			~		:	#4.420 #1 736
Railing Details	and the second sec			-		,			- o	51 218
Templated Cross Sections:	Sector Con			-			\$		6	\$1,218
								-		
B. Environmental Permits (By County, B&L assist)				-	ŀ	4			'n	\$674
Chass II: Diddan	Contraction of the local division of the loc					*				
A. Bidding (Assume not required)	Accession of				4					
	and the second s									
Phase IV: Construction Administration and Inspection	None of									
By supplemental agreement										
	1 1 1 1									
	Station in the									
HOURS TOTAL DOLLASSHOUR		\$270	11 \$183	22	12 \$140	-172 \$126	154 \$131	9 \$82	439	
SUDDAY STREET	I	12,430	SIGZE	212240	11,850	21,872		1228	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	146,048
	TOUTBUD	E SCHWICKS, SOL	ZENCE		大学に変換する	740'095 17 500				
A REAL PROPERTY OF A REAL PROPER	DENER	TOLLS, ETC.)		Sec. of the lot		8		narun		
	MALINE AND	0				5600 570.047		X 100 UIDIDE	Ice	
PROPOBAL FLE (Maximum Anount Prysite)	without A	nouni Perjable)		and the second se	Solo and	2/0,000			and the second se	
~										

MP\_ITEMNUMB

#### STANDARD TERMS AND CONDITIONS

#### for PROFESSIONAL CONSULTANT SERVICES provided by BARTON & LOGUIDICE, D.P.C. ("Consultant")

The OWNER and the CONSULTANT, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

#### 1.0 Basic Agreement

Consultant shall provide, or cause to be provided, the Services set forth in the proposal (PROPOSAL) to which these terms and conditions are attached, and Owner shall pay Consultant for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions is referred to herein as "Agreement".

#### 2.0 General Considerations

A. The standard of care for all professional or related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Consultant shall commence to provide its services upon the full execution of this Agreement and shall provide those services within a reasonable time. In no event shall Consultant be obligated to perform services on a schedule which, in the Consultant's professional judgement, does not provide Consultant sufficient time to perform in accordance with the aforesaid standard of care.

C. All design documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants Owner a limited license to use the instruments of service exclusively (1) performance of design or operation, (2) for Project construction as is the intended purpose of the documents, and (3) for the purpose of maintenance and repair of the Project, or (4) other documents, reports, details and plans as defined in the project Scope of Work.

D. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

E. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

F. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decisions regarding, or interpretations or clarifications of, the construction contract or Instruments of Service made by Owner or any third party without the advice and consultant.

G. If the Construction Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant, the Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

H. Unless otherwise included under this Agreement, the parties acknowledge that Consultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). Owner represents to Consultant that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at the Site, except as expressly disclosed to the Consultant in writing. If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition, and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. The services to be provided by Consultant under this Agreement 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 Agreement to be strictly engineering or other technical opinions, advice, information or recommendations. Consultant is not a "municipal advisor" as defined by 15 U.S.C. 780-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

J. The Consultant shall not be required to execute certificates, guarantees, warranties or make representations that would, in its professional judgment, require knowledge, services or responsibilities beyond the scope of this Agreement.

K. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols. L. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employee's, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant pursuant to the PROPOSAL, whichever is greater, (the "Limitation Amount"), and further, in no event shall be Limitation Amount exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these limitations apply to any and all liability or cause of action,

#### 3.0 Payment for Services

Consultant will prepare a monthly invoice in accordance with Consultant's standard invoicing practice and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. Consultant may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

#### 4.0 Additional Services

Additional services may be required in Consultant's professional judgement because of changes in the Project, or unforescen circumstances. The Consultant shall furnish services in addition to those set forth in the PROPOSAL if mutually agreed by Owner and Consultant. Owner shall pay Consultant for any Additional Services provided as follows: (1) as may be mutually agreed to in writing, or (2) in the absence of a mutual agreement an amount equal to the cumulative hours charged to the Project by each member or each class of Consultant's employees engaged in providing the Additional Services times the Consultant's hourly billing rates for each applicable billing class in effect at the time the Additional Services are performed; plus reimbursable expenses and charges for Consultant's Subconsultants, if any.

### 5.0 Dispute Resolution

Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Consultant agree that they shall first submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Consultant agree to a the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 150 days of the date of notice by either party of the existence of the dispute. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to an alternative dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

#### 6.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, or failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work (or similar notice of the final completion of the Project) for acts, failures to act or failures to perform occurring after Substantial Completion.

#### 7.0 Controlling Law

This Agreement is to be governed by the law of the state in which the project is located.

#### 8.0 Successors, Assigns, and Beneficiaries

Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted herein the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This provision shall not preclude Consultant from retaining Subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

#### 9.0 Termination

If Consultant's services related to the project are terminated for any reason, Consultant shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the Owner, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

### 10.0 Total Agreement/Severability

Abis Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified ar canceled by a duly executed written instrument. If any term or Subirout Minis\_\_\_\_\_\_ Agreement shall, to any extent, be found invalid, void or unenforceable, the remaining provisions shall remain in full force and effect to the extent allowed by applicable law.



### CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

Resolution renewing Purchase Agreement with Chemung Supply on behalf of the Chemung County Department of Public Works

Resolution #:	
Slip Type:	CONTRACT
SEQRA status	
State Mandated	False

Explain action needed or Position requested (justification):

This agenda item seeks Executive approval and Legislative authorization to renew the NYSOGS Contract for Culvert and Underdrain Pipe + Tubing until 3/31/2025.

The approved local vendor for the contract is Chemung Supply. Please see attachment which includes 2023 resolution and piggyback checklist.

Feel free to reach out with any questions.

Thanks,

Andy Avery

NYSOGS Contract PC69053 Group 3770 Award 21387 Culvert and Underdrain Pipe + Tubing for the DPW (PGB-2511)

Vendor/Provide	r Chemung S	upply			
Term	4/1/24- 3/31/25	Total Amount	\$110,000	Prior Amount	\$110,000 was authorized in 2023.
Local Share	100%	State Share	Some purchases will be reimbursable	Federal Share	0

Project	Yes	Funds are in
Budgeted?		Account #

## with NYS Highw Approved 2024 DPW Capital Budget

CREATION:					
Date/Time:		Department:			
2/21/2024 2:53:46 PM		County Executive	County Executive		
APPROVALS:					
Date/Time:	Approval:	Department:			
2/21/2024 2:57 PM	Approved	County Executive			
2/29/2024 4:31 PM	Approved	Legislature Chairman			

ATTACHMENTS:			
Name:	Description:	Туре:	
PGB-2511_Drainage_Pipe           2023_Resolution_and_Piggyback_Check_List.pdf	PGB-2511 Drainage Pipe	Cover Memo	

### **RESOLUTION NO. 23-273**

fel

### RESOLUTION AUTHORIZING PURCHASE AGREEMENT WITH CHEMUNG SUPPLY ON BEHALF OF THE CHEMUNG COUNTY DEPARTMENT OF PUBLIC WORKS

By: Strange

Seconded by: Smith

WHEREAS, the Commissioner of the Chemung County Department of Public Works has requested authorization to enter into a Purchase Agreement with Chemung Supply utilizing New York State Office of General Services ("NYSOGS") Contract PC69053, Group 3770, Award 23187, PGB-2511 – culvert & under-drain pipe and tubing, for Advanced Drainage Systems for highway and bridge projects during 2023 at a cost not to exceed \$110,000 (eligible for CHIPS reimbursement); and

WHEREAS, the County Executive and the Highway Committee have recommended that the Chemung County Legislature approve the purchase of Advanced Drainage Systems for highway and bridge projects during 2023 pursuant to NYSOGS Contract PC69053, Group 3770, Award 23187, PGB-2511; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to enter into Purchase Agreement with Chemung Supply for the Advanced Drainage System at a cost not to exceed \$110,000 (eligible for CHIPS reimbursement) pursuant to NYSOGS Contract PC69053, Group 3770, Award 23187, PGB-2511as more particularly described in the Preamble to this Resolution; and, be it further

RESOLVED, that the terms and conditions of the agreement with Chemung Supply is subject to the review and approval of the County Attorney; and, be it further

RESOLVED, that this agreement shall not be renewed, the initial term thereof extended, or the agreement amended without the express consent by Resolution of this Legislature.

Ayes: Morse, Saglibene, Brennan, Donovan, Palmer, Pickering, Burin Chalk, Stermer, McCarthy, Smith, Strange, Margeson (Chairman) (14); Opposed: None (0); Excused: Sweet (1)

### STATE OF NEW YORK) COUNTY OF CHEMUNG) SS:

THIS IS TO CERTIFY, that I, the undersigned Clerk of the Chemung County Legislature, have compared the foregoing copy of resolution with the original resolution now on file in my office, and which was passed by the Chemung County Legislature on the 10th day of April 2023, a majority of all the members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Chemung County Legislature this 11<sup>th</sup> day of April 2023.

\_\_\_\_Cynthia G. Kalweit\_\_\_\_\_

Cynthia G. Kalweit, Clerk Chemung County Legislature

**RESOLUTION NO. 23-273** 

### **BACKGROUND INFORMATION**

Requested by: Commissioner of Public Works

Purpose: to authorize Purchase Agreement

Authority: Section 203 of Chemung County Charter

Funds involved: \$110,000

Aid: Eligible for CHIPS reimbursement

Approved by: Highway Committee, March 27, 2023

### CHEMUNG COUNTY - CITY OF ELMIRA PURCHASING DEPARTMENT **PIGGYBACK CHECKLIST**

F

**REQUESTING DEPT.:** 

ο

o

ō

0

0

٥

Ô

0

0

0

RESOLUTION

**BID TAB** 

NYS DGS 23107 Culvert + Under Drain Piper Tubing ucs Advanced Drainag 2511 PGB-Public Wosks

# **EXPLANATION**

This is an OGS contract Received **BID DOCUMENT** Pricing under PC69053 New York State bids + navyork bids, 45 SOLICITATION Y+5 PIGGYBACK LANGUAGE Lowast Phice **METHOD OF AWARD** NA SIGNED FORMS 4/1/2020 - 3/31/2025 **CONTRACT TERM** NA **IS THIS BEST VALUE** is Local + Hutharix LOCAL VENDOR AVAILABLE Chemuna

Signature

Signature

Jackie Crowley Buyer Name

Tricia Wise **Director of Purchasing Name**