



APRIL 22, 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 authorizing Engineering Term Agreements with Fagan Engineers and Labella Associates on behalf of the Chemung County Department of Public Works (RFQ-2591)
2. Resolution awarding various bids for materials and services on behalf of the Chemung County Department of Public Works (2024-2025)
3. Resolution awarding bid to Zeiser Wilbert Vault on behalf of the Chemung County Department of Public Works (RFB 2643 Concrete Box Culvert)
4. Resolution authorizing agreement with CHA on behalf of the Chemung County Department of Public Works (Design of Clark Road Bridge)
5. Resolution awarding various bids on behalf of the Chemung County Department of Public Works (RFB-2632 Time & Materials General Construction)

III. OLD BUSINESS

IV. NEW BUSINESS

V. ADJOURNMENT



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Engineering Term Agreements with Fagan Engineers and Labella Associates on behalf of the Chemung County Department of Public Works (RFQ-2591)

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

DPW requests the Executive approve and Legislature authorize term agreements with Fagan Engineers and Labella Associates to provide Engineering Services.

The responses to RFQ-2591 and costs for services are attached. Both responding firms have offices in Chemung County. Depending on the engineering specialty required, we will select the appropriate firm to provide the services.

The DPW has \$50,000 in the approved operating budget for 2024.
(Account 20-5010-5020-50100-50408)

Please contact me with any questions.

Thank you for your consideration.

Regards,
Andy Avery

Vendor/Provider	Fagan Engineers and Labella Associates
-----------------	--

Term	1 Year plus 1-Year Extension	Total Amount	\$50,000	Prior Amount	0
------	------------------------------	--------------	----------	--------------	---

Local Share	100%- \$50,000	State Share	0	Federal Share	0
-------------	----------------	-------------	---	---------------	---

Project Budgeted?	Yes	Funds are in Account #	
-------------------	-----	------------------------	--



CREATION:

Date/Time:

Department:

STAMP_ITEMNUMB

4/4/2024 2:55:36 PM		County Executive	
<u>APPROVALS:</u>			
Date/Time:	Approval:	Department:	
4/4/2024 2:57 PM	Approved	County Executive	
4/9/2024 9:32 AM	Approved	Legislature Chairman	

<u>ATTACHMENTS:</u>		
Name:	Description:	Type:
 Fagan_Response.pdf	Fagan Response	Cover Memo
 LaBella_Response.pdf	LaBella Response	Cover Memo

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

Issue Date: 5- March 2024
RFQ Information:
Proposal Due Date: 21-March-2024 Time Due: 2:00 PM
Work to Begin by: 31-March-2024 and completed on or before: As Assigned

Prevailing Wages applicable: Yes No

Depends on type of work.

County Information:

Department/Division Public Works Requested by: Carl Martel, PE
Phone # (607) 739-3896 Fax# (607) 796-2146 email: cmartel@chemungcountyny.gov

Vendor Information:

Name/Address Fagan Engineers & Land Surveyors, PC, 113 E. Chemung Place, Elmira, NY 14904
Contact Person James B. Gensel, P.E. Phone # 607.734.2165 x.220 Fax # 607.734.2169
James.Gensel@FaganEngineers.com

ENGINEERING SERVICES

PART I PARTIES AND PROJECTS

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

PART II ENGINEERING CHARGES

2.1 The Engineer will furnish the County of Chemung with engineering services as required for which the County of Chemung shall compensate the Engineer at hourly rates shall include labor, overhead, and fee. as proposed below:

	Per Hour
2.1.1 <u>Field Survey</u>	
Professional Land Surveyor	\$ <u>150</u>
Field Crew	\$ <u>105 (1 Person Robot/GPS)</u> <u>175 (2 Person)</u> <u>250 (sUAS/Drone Crew)</u>

2.1.2 Mapping

Senior Survey Party Chief	\$ <u>105</u>
CAD Operator	\$ <u>100</u>
Review by Licensed Surveyor	\$ <u>150</u>

2.1.3 Design Engineering

Principal	\$ <u>225</u>
Senior Design Engineer	\$ <u>125</u>
Design Engineer	\$ <u>110</u>
Junior Engineer	\$ <u>85</u>
Engineering Technician	\$ <u>85</u>
Technical Typist	\$ <u>60</u>

2.1.4 Construction Inspection

Engineering Technician IV	\$ <u>140</u>
Engineering Technician III	\$ <u>110</u>
Engineering Technician II	\$ <u>90</u>
Engineering Technician I	\$ <u>85</u>

2.1.5 Borings needed for Design

Asphalt/Concrete Borings	(each)	\$ <u>250</u>
Soil Borings	(each)	\$ <u>400 (8') or \$500 (10')</u>
Mobilization	(cost per assignment)	\$ <u>4,000</u>

2.1.6 Disbursements

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

Typical Expenses

Reproductions	\$ 0.10 Per Copy
Reproductions (Color)	\$ 0.30 Per Copy
Large Format Prints	\$ 1.50 Per Sheet
Scanning	\$ 1.00 Per Sheet

A. General Conditions

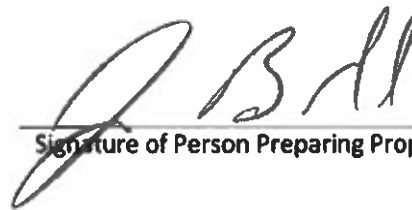
1. **Intent:** It is Chemung County's intent to award this contract to the proposer submitting the proposal that provides the Best Value to the County. The County has the right to reject any or all proposals and to waive technicalities if its best interest will be served thereby.
2. **Submission of Proposal:**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

- discretion, shall determine the financial and professional adequacy of the proposer.
9. **Vendor Knowledge of Requirements:** All prospective proposers must carefully inspect these proposal documents and the actual work site. The submission of a proposal will be construed as evidence that the proposer has made such examinations. Technical questions and/or appointments to tour the work site can be made by contacting the County employee listed on this document.
 10. **Ownership of Documents:** All reports, maps, plans, specifications, and other documents prepared by the Engineers, being instruments of service, shall be considered to be property of the County when paid for, pursuant to the Agreement.
 11. **Delegation of Duties:** The Engineer shall not assign, transfer, or otherwise dispose of this Contract without the previous consent in writing of the County.
 12. **Termination:** The Agreement may be terminated by either party with thirty (30) days written notice. The Engineer shall be paid the accumulated fees to the date of the termination of service.
 13. **Term:** The Term of this Agreement shall be for a period of one year beginning on the 31st day of March 2022 and terminating on the 1st day of April 2025, and may be extended for 1-year upon written agreement by both parties.
 14. **Compensation** The charges for engineering services as outlined in Part II of this Agreement shall not exceed the sum listed in the purchase order without prior written authorization. Projects will be assigned as needed by the Department of Public Works.

The attached proposal is submitted by:

James B. Gensel, P.E., President

Name and Title of Person Preparing Proposal



March 12, 2024

Signature of Person Preparing Proposal and Date



March 18, 2024

Chemung County Purchasing Department (sent via e-mail to: purchasing@chemungcountyny.gov)
203 Lake Street
Elmira, NY 14901

**RE: LaBella Proposal for
RFQ – 2591: Engineering Services (2024 – 2025)**

Dear Sir/Madam:

Thank you for this opportunity to provide consulting engineering services for RFQ – 2591: Engineering Services (2024 – 2025). Enclosed, please find LaBella's proposal for your review and consideration.

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

Respectfully submitted,

LaBella Associates

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

cc: Andrew Avery – Chemung County DPW (via e-mail: aavery@chemungcountyny.gov)
Carl Martel – Chemung County DPW (via e-mail: CMartel@chemungcountyny.gov)
Tricia Wise – Chemung County Purchasing (via e-mail: twise@chemungcountyny.gov)
Nina Wells – Chemung County Purchasing (via e-mail: nwells1@chemungcountyny.gov)
Jackie Crowley – Chemung County Purchasing (via e-mail: jcrowley@chemungcountyny.gov)
Stephen Gauthier – LaBella (via e-mail)
Jessica Stevens – LaBella (via e-mail)

P2402184

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

Issue Date: 5- March-2024
RFQ Information:
Proposal Due Date: 21-March-2024 Time Due: 2:00 PM
Work to Begin by: 31-March-2024 and completed on or before: As Assigned

Prevailing Wages applicable: ☒ Yes ☐ No

Depends on type of work.

County Information:
Department/Division Public Works Requested by: Carl Martel, PE
Phone # (607) 739-3896 Fax# (607) 796-2146 email: cmartel@chemungcountynv.gov

Vendor Information:

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

ENGINEERING SERVICES

PART I PARTIES AND PROJECTS

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

PART II ENGINEERING CHARGES

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

	Per Hour
2.1.1 <u>Field Survey</u>	
Professional Land Surveyor	\$ <u>\$135.00</u>
Field Crew	\$ <u>\$240.00 *</u>

* Includes prevailing wages

2.1.2 Mapping

Senior Survey Party Chief	\$ <u>90.00</u>
CAD Operator	\$ <u>80.00</u>
Review by Licensed Surveyor	\$ <u>135.00</u>

2.1.3 Design Engineering

Principal	\$ <u>161.00</u>
Senior Design Engineer	\$ <u>135.00</u>
Design Engineer	\$ <u>102.00</u>
Junior Engineer	\$ <u>83.00</u>
Engineering Technician	\$ <u>95.00</u>
Technical Typist	\$ <u>55.00</u>

2.1.4 Construction Inspection

Engineering Technician IV	\$ <u>105.00</u>
Engineering Technician III	\$ <u>89.00</u>
Engineering Technician II	\$ <u>73.00</u>
Engineering Technician I	\$ <u>69.00</u>

2.1.5 Borings needed for Design

Asphalt/Concrete Borings	(each)	\$ <u>525.00 *</u>
Soil Borings	(each)	\$ <u>3,750.00 *</u>
- Soil borings in excess of 50 ft. will be charged an additional rate of \$38/ft. beyond 50 ft.		
- Add \$850 for 10 ft. Rock Core if deemed necessary.		
Mobilization	(cost per assignment)	\$ <u>825.00 *</u>

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

2.1.6 Disbursements

Mileage will be reimbursed at the federal reimbursement rate.

Please provide proposed Reprographics Rates on a separate attachment.

Please refer to LaBella List of Assumptions to clarify Disbursements.

A. General Conditions

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

discretion, shall determine the financial and professional adequacy of the proposer.

9. **Vendor Knowledge of Requirements:** All prospective proposers must carefully inspect these proposal documents and the actual work site. The submission of a proposal will be construed as evidence that the proposer has made such examinations. Technical questions and/or appointments to tour the work site can be made by contacting the County employee listed on this document.
10. **Ownership of Documents:** All reports, maps, plans, specifications, and other documents prepared by the Engineers, being instruments of service, shall be considered to be property of the County when paid for, pursuant to the Agreement.
11. **Delegation of Duties:** The Engineer shall not assign, transfer, or otherwise dispose of this Contract without the previous consent in writing of the County.
12. **Termination:** The Agreement may be terminated by either party with thirty (30) days written notice. The Engineer shall be paid the accumulated fees to the date of the termination of service.
13. **Term:** The Term of this Agreement shall be for a period of one year beginning on the 31st day of March 2022 and terminating on the 1st day of April 2025, and may be extended for 1-year upon written agreement by both parties.
14. **Compensation:** The charges for engineering services as outlined in Part II of this Agreement shall not exceed the sum listed in the purchase order without prior written authorization. Projects will be assigned as needed by the Department of Public Works.

The attached proposal is submitted by:

Brian R. Miller, Sr. Vice President

Name and Title of Person Preparing Proposal

 3/18/2024

Signature of Person Preparing Proposal and Date



RFQ-2591 ENGINEERING SERVICES (2024-2025)

List of Assumptions

Item 2.1.1 Field Survey

- Field Crew hourly rate includes additional costs considering required Prevailing Wages.

Item 2.1.5 Borings needed for Design

- Asphalt/Concrete Cores (each): The costs associated with obtaining asphalt/concrete cores are for performing the work by LaBella Environmental, LLC and are based on the following assumptions:
 - All asphalt/concrete testing of the cores requested by the County will be performed by a third-party testing agency retained by LaBella. All third-party asphalt/concrete testing will be charged to the assignment as a direct expense.
 - Each assignment is assumed to consist of obtaining two (2) asphalt/concrete cores (min.) for each assignment, and the work will take one (1) day to complete at the site.
 - Asphalt cores (borings) are assumed to be a maximum of two (2) ft. below top of pavement to determine pavement section composition.
 - Work Zone Traffic Control (WZTC), if required, will be provided by the County.
 - Assume a NYSDOT Highway Permit will not be required.
 - Assume a minimum of two (2) cores will be acquired in a single day. Minimum charge will be reflected as two cores.
 - Mobilization for asphalt/concrete cores is included in the costs for asphalt/concrete cores.
- Soil Borings (each): The costs associated with obtaining soil borings are for performing the work by LaBella Environmental, LLC and are based on the following assumptions:
 - Soil boring cost is based on assuming a 50 ft. (min.) boring unless otherwise directed by the County. The assumed soil sampling program will be the following:

<u>Boring Depth (ft.)</u>	<u>Sampling Regimen</u>
0 – 10 ft.	Standard split-spoon sampling at 5 ft. intervals.
10 ft. – 20 ft.:	Continuous split-spoon sampling.
20 ft. – end of boring	Standard sampling at 5 ft. intervals.



- An additional charge of \$38/ft. beyond 50 ft. depth of boring will be charged. This additional rate is to account for the added effort and tooling necessary for deep soil borings.
- A representative of LaBella will be on-site to oversee the soil boring operations, perform soil sample classification, and prepare soil boring logs.
- All testing of the soils requested by the County will be performed by a third-party testing agency retained by LaBella after consulting with the County. All third-party soils testing will be charged to the assignment as a direct expense.
- Rock Cores (each): The costs associated with obtaining rock cores are for performing the work by LaBella Environmental, LLC and are based on the following assumptions:
 - Rock core cost is based on assuming a 10 ft. rock core will be obtained, unless directed otherwise.
 - All rock core testing of the cores requested by the County will be performed by a third-party testing agency retained by LaBella. All third-party rock core testing will be charged to the assignment as a direct expense.
- Mobilization (cost per assignment): The costs associated with mobilization are based on LaBella Environmental, LLC performing the work and on the following assumptions:
 - Each assignment is assumed to consist of obtaining two (2) soil borings (min.) and the work will take two (2) days to complete the borings at the site.
 - Per Diem costs for Chemung County for drill rig crew are included.
 - Prevailing wages are applicable for the drilling crew.
 - LaBella will engage and coordinate with Dig Safely – NY to determine the potential for conflicts of proposed soil boring locations with underground utilities (utilities within the ROW). Should additional underground utility investigations be required necessitating the use of Ground Penetrating Radar (GPR), LaBella will retain an Underground Utility Locating Contractor, which will be charged to the assignment as a direct expense.
 - Costs associated with coordination and soil boring layout is included.
 - The deliverable to the County will be final soil boring logs with classified soil descriptions.
 - Work Zone Traffic Control (WZTC), if required, will be provided by the County.
 - Assume a NYSDOT Highway Permit will not be required.



Item 2.1.6 Disbursements

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

Reproduction, Drawings & Report

Deeds:	\$2.00 ea.
Photocopies:	\$0.25 ea.
Photos:	\$1.00 ea.
Sepias:	\$2.00 ea.

- **Other Potential Costs:** On occasion for bridge inspections to address structural flags, rental of an ultrasonic steel thickness measuring device (a.k.a. D-meter) is required to confirm steel beam section losses. The D-meter is rented from a third-party entity and will be charged to the assignment as a direct expense (typically \$90 - \$110 per day).



Brian R. Miller, PE
Senior Vice President
Director of Transportation

3/18/2024

(date)



March 18, 2024

Chemung County Purchasing Department (sent via e-mail to: purchasing@chemungcountyny.gov)
203 Lake Street
Elmira, NY 14901

RE: LaBella Proposal for
RFQ - 2591: Engineering Services (2024 - 2025)

Dear Sir/Madam:

Thank you for this opportunity to provide consulting engineering services for RFQ - 2591: Engineering Services (2024 - 2025). Enclosed, please find LaBella's proposal for your review and consideration.

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

Respectfully submitted,

LaBella Associates

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

cc: Andrew Avery - Chemung County DPW (via e-mail: aavery@chemungcountyny.gov)
Carl Martel - Chemung County DPW (via e-mail: CMartel@chemungcountyny.gov)
Tricia Wise - Chemung County Purchasing (via e-mail: twise@chemungcountyny.gov)
Nina Wells - Chemung County Purchasing (via e-mail: nwells1@chemungcountyny.gov)
Jackie Crowley - Chemung County Purchasing (via e-mail: jcrowley@chemungcountyny.gov)
Stephen Gauthier - LaBella (via e-mail)
Jessica Stevens - LaBella (via e-mail)

P2402184

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

Issue Date: 5- March-2024
RFQ Information:
Proposal Due Date: 21-March-2024 Time Due: 2:00 PM
Work to Begin by: 31-March-2024 and completed on or before: As Assigned

Prevailing Wages applicable: ☒ Yes ☐ No

Depends on type of work. _____

County Information:
Department/Division Public Works Requested by: Carl Martel, PE
Phone # (607) 739-3896 Fax# (607) 796-2146 email: cmartel@chemungcountyny.gov

Vendor Information:

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

ENGINEERING SERVICES

PART I PARTIES AND PROJECTS

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

PART II ENGINEERING CHARGES

2.1 The Engineer will furnish the County of Chemung with engineering services as required for which the County of Chemung shall compensate the Engineer at hourly rates shall include labor, overhead, and fee. as proposed below:

	Per Hour
2.1.1 <u>Field Survey</u>	
Professional Land Surveyor	\$ <u>\$135.00</u>
Field Crew	\$ <u>\$240.00 *</u>

* Includes prevailing wages

2.1.2 Mapping

Senior Survey Party Chief	\$ <u> \$90.00</u>
CAD Operator	\$ <u> \$80.00</u>
Review by Licensed Surveyor	\$ <u> \$135.00</u>

2.1.3 Design Engineering

Principal	\$ <u> \$161.00</u>
Senior Design Engineer	\$ <u> \$135.00</u>
Design Engineer	\$ <u> \$102.00</u>
Junior Engineer	\$ <u> \$83.00</u>
Engineering Technician	\$ <u> \$95.00</u>
Technical Typist	\$ <u> \$55.00</u>

2.1.4 Construction Inspection

Engineering Technician IV	\$ <u> \$105.00</u>
Engineering Technician III	\$ <u> \$89.00</u>
Engineering Technician II	\$ <u> \$73.00</u>
Engineering Technician I	\$ <u> \$69.00</u>

2.1.5 Borings needed for Design

Asphalt/Concrete Borings	(each)	\$ <u> \$525.00 *</u>
Soil Borings	(each)	\$ <u> \$3,750.00 *</u>
- Soil borings in excess of 50 ft. will be charged an additional rate of \$38/ft. beyond 50 ft.		
- Add \$850 for 10 ft. Rock Core if deemed necessary.		
Mobilization	(cost per assignment)	\$ <u> \$825.00 *</u>
* Please refer to LaBella List of Assumptions to clarify the costs shown above.		

2.1.6 Disbursements

Mileage will be reimbursed at the federal reimbursement rate.
Please provide proposed Reprographics Rates on a separate attachment.
Please refer to LaBella List of Assumptions to clarify Disbursements.

A. General Conditions

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

discretion, shall determine the financial and professional adequacy of the proposer.

9. **Vendor Knowledge of Requirements:** All prospective proposers must carefully inspect these proposal documents and the actual work site. The submission of a proposal will be construed as evidence that the proposer has made such examinations. Technical questions and/or appointments to tour the work site can be made by contacting the County employee listed on this document.
10. **Ownership of Documents:** All reports, maps, plans, specifications, and other documents prepared by the Engineers, being instruments of service, shall be considered to be property of the County when paid for, pursuant to the Agreement.
11. **Delegation of Duties:** The Engineer shall not assign, transfer, or otherwise dispose of this Contract without the previous consent in writing of the County.
12. **Termination:** The Agreement may be terminated by either party with thirty (30) days written notice. The Engineer shall be paid the accumulated fees to the date of the termination of service.
13. **Term:** The Term of this Agreement shall be for a period of one year beginning on the 31st day of March 2022 and terminating on the 1st day of April 2025, and may be extended for 1-year upon written agreement by both parties.
14. **Compensation:** The charges for engineering services as outlined in Part II of this Agreement shall not exceed the sum listed in the purchase order without prior written authorization. Projects will be assigned as needed by the Department of Public Works.

The attached proposal is submitted by:

Brian R. Miller, Sr. Vice President
Name and Title of Person Preparing Proposal

 3/18/2024
Signature of Person Preparing Proposal and Date



RFQ-2591 ENGINEERING SERVICES (2024-2025)
List of Assumptions

Item 2.1.1 Field Survey

- Field Crew hourly rate includes additional costs considering required Prevailing Wages.

Item 2.1.5 Borings needed for Design

- **Asphalt/Concrete Cores (each):** The costs associated with obtaining asphalt/concrete cores are for performing the work by LaBella Environmental, LLC and are based on the following assumptions:
 - All asphalt/concrete testing of the cores requested by the County will be performed by a third-party testing agency retained by LaBella. All third-party asphalt/concrete testing will be charged to the assignment as a direct expense.
 - Each assignment is assumed to consist of obtaining two (2) asphalt/concrete cores (min.) for each assignment, and the work will take one (1) day to complete at the site.
 - Asphalt cores (borings) are assumed to be a maximum of two (2) ft. below top of pavement to determine pavement section composition.
 - Work Zone Traffic Control (WZTC), if required, will be provided by the County.
 - Assume a NYSDOT Highway Permit will not be required.
 - Assume a minimum of two (2) cores will be acquired in a single day. Minimum charge will be reflected as two cores.
 - Mobilization for asphalt/concrete cores is included in the costs for asphalt/concrete cores.
- **Soil Borings (each):** The costs associated with obtaining soil borings are for performing the work by LaBella Environmental, LLC and are based on the following assumptions:
 - Soil boring cost is based on assuming a 50 ft. (min.) boring unless otherwise directed by the County. The assumed soil sampling program will be the following:

<u>Boring Depth (ft.)</u>	<u>Sampling Regimen</u>
0 - 10 ft.	Standard split-spoon sampling at 5 ft. intervals.
10 ft. - 20 ft.:	Continuous split-spoon sampling.
20 ft. - end of boring	Standard sampling at 5 ft. intervals.



- An additional charge of \$38/ft. beyond 50 ft. depth of boring will be charged. This additional rate is to account for the added effort and tooling necessary for deep soil borings.
- A representative of LaBella will be on-site to oversee the soil boring operations, perform soil sample classification, and prepare soil boring logs.
- All testing of the soils requested by the County will be performed by a third-party testing agency retained by LaBella after consulting with the County. All third-party soils testing will be charged to the assignment as a direct expense.
- **Rock Cores (each):** The costs associated with obtaining rock cores are for performing the work by LaBella Environmental, LLC and are based on the following assumptions:
 - Rock core cost is based on assuming a 10 ft. rock core will be obtained, unless directed otherwise.
 - All rock core testing of the cores requested by the County will be performed by a third-party testing agency retained by LaBella. All third-party rock core testing will be charged to the assignment as a direct expense.
- **Mobilization (cost per assignment):** The costs associated with mobilization are based on LaBella Environmental, LLC performing the work and on the following assumptions:
 - Each assignment is assumed to consist of obtaining two (2) soil borings (min.) and the work will take two (2) days to complete the borings at the site.
 - Per Diem costs for Chemung County for drill rig crew are included.
 - Prevailing wages are applicable for the drilling crew.
 - LaBella will engage and coordinate with Dig Safely – NY to determine the potential for conflicts of proposed soil boring locations with underground utilities (utilities within the ROW). Should additional underground utility investigations be required necessitating the use of Ground Penetrating Radar (GPR), LaBella will retain an Underground Utility Locating Contractor, which will be charged to the assignment as a direct expense.
 - Costs associated with coordination and soil boring layout is included.
 - The deliverable to the County will be final soil boring logs with classified soil descriptions.
 - Work Zone Traffic Control (WZTC), if required, will be provided by the County.
 - Assume a NYSDOT Highway Permit will not be required.



Item 2.1.6 Disbursements

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

Reproduction, Drawings & Report

Deeds:	\$2.00 ea.
Photocopies:	\$0.25 ea.
Photos:	\$1.00 ea.
Sepias:	\$2.00 ea.

- **Other Potential Costs:** On occasion for bridge inspections to address structural flags, rental of an ultrasonic steel thickness measuring device (a.k.a. D-meter) is required to confirm steel beam section losses. The D-meter is rented from a third-party entity and will be charged to the assignment as a direct expense (typically \$90 - \$110 per day).

Brian R. Miller

3/18/2024

Brian R. Miller, PE
Senior Vice President
Director of Transportation

(date)



March 18, 2024

Chemung County Purchasing Department (sent via e-mail to: purchasing@chemungcountyny.gov)
203 Lake Street
Elmira, NY 14901

RE: LaBella Proposal for
RFQ - 2591: Engineering Services (2024 - 2025)

Dear Sir/Madam:

Thank you for this opportunity to provide consulting engineering services for RFQ - 2591: Engineering Services (2024 - 2025). Enclosed, please find LaBella's proposal for your review and consideration.

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

Respectfully submitted,

LaBella Associates

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

cc: Andrew Avery - Chemung County DPW (via e-mail: aavery@chemungcountyny.gov)
Carl Martel - Chemung County DPW (via e-mail: CMartel@chemungcountyny.gov)
Tricia Wise - Chemung County Purchasing (via e-mail: twise@chemungcountyny.gov)
Nina Wells - Chemung County Purchasing (via e-mail: nwells1@chemungcountyny.gov)
Jackie Crowley - Chemung County Purchasing (via e-mail: jcrowley@chemungcountyny.gov)
Stephen Gauthier - LaBella (via e-mail)
Jessica Stevens - LaBella (via e-mail)

P2402184

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

Issue Date: 5- March-2024
RFQ Information:
Proposal Due Date: 21-March-2024 Time Due: 2:00 PM
Work to Begin by: 31-March-2024 and completed on or before: As Assigned

Prevailing Wages applicable: ☒ Yes ☐ No

Depends on type of work.

County Information:
Department/Division Public Works Requested by: Carl Martel, PE
Phone # (607) 739-3896 Fax# (607) 796-2146 email: cmartel@chemungcountyny.gov

Vendor Information:

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

ENGINEERING SERVICES

PART I PARTIES AND PROJECTS

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

PART II ENGINEERING CHARGES

2.1 The Engineer will furnish the County of Chemung with engineering services as required for which the County of Chemung shall compensate the Engineer at hourly rates shall include labor, overhead, and fee. as proposed below:

	Per Hour
2.1.1 <u>Field Survey</u>	
Professional Land Surveyor	\$ <u>\$135.00</u>
Field Crew	\$ <u>\$240.00 *</u>

* Includes prevailing wages

2.1.2 Mapping

Senior Survey Party Chief	\$ <u>90.00</u>
CAD Operator	\$ <u>80.00</u>
Review by Licensed Surveyor	\$ <u>135.00</u>

2.1.3 Design Engineering

Principal	\$ <u>161.00</u>
Senior Design Engineer	\$ <u>135.00</u>
Design Engineer	\$ <u>102.00</u>
Junior Engineer	\$ <u>83.00</u>
Engineering Technician	\$ <u>95.00</u>
Technical Typist	\$ <u>55.00</u>

2.1.4 Construction Inspection

Engineering Technician IV	\$ <u>105.00</u>
Engineering Technician III	\$ <u>89.00</u>
Engineering Technician II	\$ <u>73.00</u>
Engineering Technician I	\$ <u>69.00</u>

2.1.5 Borings needed for Design

Asphalt/Concrete Borings	(each)	\$ <u>525.00 *</u>
Soil Borings	(each)	\$ <u>3,750.00 *</u>
- Soil borings in excess of 50 ft. will be charged an additional rate of \$38/ft. beyond 50 ft.		
- Add \$850 for 10 ft. Rock Core if deemed necessary.		
Mobilization	(cost per assignment)	\$ <u>825.00 *</u>
* Please refer to LaBella List of Assumptions to clarify the costs shown above.		

2.1.6 Disbursements

Mileage will be reimbursed at the federal reimbursement rate.
Please provide proposed Reprographics Rates on a separate attachment.
Please refer to LaBella List of Assumptions to clarify Disbursements.

A. General Conditions

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

discretion, shall determine the financial and professional adequacy of the proposer.

9. **Vendor Knowledge of Requirements:** All prospective proposers must carefully inspect these proposal documents and the actual work site. The submission of a proposal will be construed as evidence that the proposer has made such examinations. Technical questions and/or appointments to tour the work site can be made by contacting the County employee listed on this document.
10. **Ownership of Documents:** All reports, maps, plans, specifications, and other documents prepared by the Engineers, being instruments of service, shall be considered to be property of the County when paid for, pursuant to the Agreement.
11. **Delegation of Duties:** The Engineer shall not assign, transfer, or otherwise dispose of this Contract without the previous consent in writing of the County.
12. **Termination:** The Agreement may be terminated by either party with thirty (30) days written notice. The Engineer shall be paid the accumulated fees to the date of the termination of service.
13. **Term:** The Term of this Agreement shall be for a period of one year beginning on the 31st day of March 2022 and terminating on the 1st day of April 2025, and may be extended for 1-year upon written agreement by both parties.
14. **Compensation** The charges for engineering services as outlined in Part II of this Agreement shall not exceed the sum listed in the purchase order without prior written authorization. Projects will be assigned as needed by the Department of Public Works.

The attached proposal is submitted by:

Brian R. Miller, Sr. Vice President
Name and Title of Person Preparing Proposal

 3/18/2024
Signature of Person Preparing Proposal and Date

RFQ-2591 ENGINEERING SERVICES (2024-2025)

List of Assumptions

Item 2.1.1 Field Survey

- Field Crew hourly rate includes additional costs considering required Prevailing Wages.

Item 2.1.5 Borings needed for Design

- Asphalt/Concrete Cores (each): The costs associated with obtaining asphalt/concrete cores are for performing the work by LaBella Environmental, LLC and are based on the following assumptions:
 - All asphalt/concrete testing of the cores requested by the County will be performed by a third-party testing agency retained by LaBella. All third-party asphalt/concrete testing will be charged to the assignment as a direct expense.
 - Each assignment is assumed to consist of obtaining two (2) asphalt/concrete cores (min.) for each assignment, and the work will take one (1) day to complete at the site.
 - Asphalt cores (borings) are assumed to be a maximum of two (2) ft. below top of pavement to determine pavement section composition.
 - Work Zone Traffic Control (WZTC), if required, will be provided by the County.
 - Assume a NYSDOT Highway Permit will not be required.
 - Assume a minimum of two (2) cores will be acquired in a single day. Minimum charge will be reflected as two cores.
 - Mobilization for asphalt/concrete cores is included in the costs for asphalt/concrete cores.
- Soil Borings (each): The costs associated with obtaining soil borings are for performing the work by LaBella Environmental, LLC and are based on the following assumptions:
 - Soil boring cost is based on assuming a 50 ft. (min.) boring unless otherwise directed by the County. The assumed soil sampling program will be the following:

<u>Boring Depth (ft.)</u>	<u>Sampling Regimen</u>
0 - 10 ft.	Standard split-spoon sampling at 5 ft. intervals.
10 ft. - 20 ft.:	Continuous split-spoon sampling.
20 ft. - end of boring	Standard sampling at 5 ft. intervals.



- An additional charge of \$38/ft. beyond 50 ft. depth of boring will be charged. This additional rate is to account for the added effort and tooling necessary for deep soil borings.
- A representative of LaBella will be on-site to oversee the soil boring operations, perform soil sample classification, and prepare soil boring logs.
- All testing of the soils requested by the County will be performed by a third-party testing agency retained by LaBella after consulting with the County. All third-party soils testing will be charged to the assignment as a direct expense.
- **Rock Cores (each):** The costs associated with obtaining rock cores are for performing the work by LaBella Environmental, LLC and are based on the following assumptions:
 - Rock core cost is based on assuming a 10 ft. rock core will be obtained, unless directed otherwise.
 - All rock core testing of the cores requested by the County will be performed by a third-party testing agency retained by LaBella. All third-party rock core testing will be charged to the assignment as a direct expense.
- **Mobilization (cost per assignment):** The costs associated with mobilization are based on LaBella Environmental, LLC performing the work and on the following assumptions:
 - Each assignment is assumed to consist of obtaining two (2) soil borings (min.) and the work will take two (2) days to complete the borings at the site.
 - Per Diem costs for Chemung County for drill rig crew are included.
 - Prevailing wages are applicable for the drilling crew.
 - LaBella will engage and coordinate with Dig Safely – NY to determine the potential for conflicts of proposed soil boring locations with underground utilities (utilities within the ROW). Should additional underground utility investigations be required necessitating the use of Ground Penetrating Radar (GPR), LaBella will retain an Underground Utility Locating Contractor, which will be charged to the assignment as a direct expense.
 - Costs associated with coordination and soil boring layout is included.
 - The deliverable to the County will be final soil boring logs with classified soil descriptions.
 - Work Zone Traffic Control (WZTC), if required, will be provided by the County.
 - Assume a NYSDOT Highway Permit will not be required.



Item 2.1.6 Disbursements

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

Reproduction, Drawings & Report

Deeds:	\$2.00 ea.
Photocopies:	\$0.25 ea.
Photos:	\$1.00 ea.
Sepias:	\$2.00 ea.

- **Other Potential Costs:** On occasion for bridge inspections to address structural flags, rental of an ultrasonic steel thickness measuring device (a.k.a. D-meter) is required to confirm steel beam section losses. The D-meter is rented from a third-party entity and will be charged to the assignment as a direct expense (typically \$90 - \$110 per day).

Brian R. Miller

Brian R. Miller, PE
Senior Vice President
Director of Transportation

3/18/2024

(date)



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)

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

The DPW requests authorization for the following bids: (Submission 4)

2584 - Sidewalks and Curbs (Corrected)

2599 - Concrete Pre-Stressed Beams

2601 - Precast Drainage Units

2624 - Liquid Bituminous Materials

2625 - Vendor Placed Pavement

2626 - Quick Set Slurry Seal

2627 - Pavement Reclamation

2631 - Pavement InPlace Recycling

Total Estimated Costs for all of the above bids is \$2,500,000. These costs are budgeted, and contained within the approved 2024 DPW Capital Budget. Some of the costs will be reimbursed through CHIPS and other NY State funding sources.

Attached for review is a summary sheet for submission 4, and the bid-tabs for each contract.

STAMP_ITEMNUMB

Please contact me with any questions.

Thanks,
Andy Avery

Vendor/Provider	Various - Please see attached files.			
Term	4/1/2025 with 1-Year Renewal Option	Total Amount	\$2,500,000	Prior Amount 0
Local Share	100% (some reimbursement will be applied-see State	State Share	CHIPS, PaveNY, EWR, and POP funding will be applied	Federal Share 0
Project Budgeted?	Yes	Funds are in Account #	Capital Accts-varies	

CREATION:

Date/Time:	Department:
3/22/2024 2:30:39 PM	County Executive

APPROVALS:

Date/Time:	Approval:	Department:	
3/22/2024 2:40 PM	Approved	County Executive	
4/9/2024 9:35 AM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
RFB Approval and Estimated Expenses Submittal 4 - DPW 2024.pdf	RFB Approval & Estimated Expenses (Submittal 4) DPW 2024	Cover Memo
RFB-2584 Sidewalks and Curbs 2024-2025 Bid Tab.pdf	RFB-2584	Cover Memo
RFB-2599 Concrete Prestressed Beams Bid Tab.pdf	RFB-2599	Cover Memo
RFB-2601 Precast Concrete Drainage Units Bid Tab.pdf	RFB-2601	Cover Memo
RFB-2624 Liquid Bituminous Materials Bid Tab.pdf	RFB-2624	Cover Memo
RFB-2625 Vendor Placed Pavement Bid Tab.pdf	RFB-2625	Cover Memo
RFB-2626 Quick Set Slurry Bid Tab.pdf	RFB-2626	Cover Memo
RFB-2627 Pavement Reclamation bid tab.pdf	RFB-2627	Cover Memo
RFB-2631 Pavement InPlace Recycling.pdf	RFB-2631	Cover Memo

STAMP_ITEMNUMB

2024 Materials and Services Bids - Results and Recommendations (Submittal 4)

Updated: 3/11/2024

NEW BIDS		DATE OPENED	SOLE BIDDER	RECOMMENDED VENDORS FOR AWARD (1 TO 3)			VENDORS NOT RECOMMENDED FOR AWARD (1-3)			ESTIMATED 2024 or HISTORICAL OR ANNUAL EXPENSES
RFB	DESCRIPTION			VENDOR 1	VENDOR 2	VENDOR 3	VENDOR 1	VENDOR 2	VENDOR 3	
2584	Sidewalks and Curbs (Corrected)	1/10/2024		Nelson and Streeter	Yard Wolves	-	Wenzel	Bothar	-	\$ 75,000.00
2599	Concrete Pre-Stressed Beams	1/16/2024	☑	Jefferson Concrete	-	-	-	-	-	\$ 750,000.00
2601	Precast Drainage Units	1/16/2024	☑	Zeiser Wilbert Vault	-	-	-	-	-	\$ 75,000.00
2624	Liquid Bituminous Materials	1/30/2024		Suit-Kote	Vestal Asphalt	-	-	-	-	\$ 500,000.00
2625	Vendor Placed Pavement	2/1/2024		Dalrymple Gravel and Contr	Elmira Road Materials	-	Spencer Paving	-	-	\$ 200,000.00
2626	Quick Set Slurry Seal	1/30/2024		Suit-Kote	Vestal Asphalt	-	-	-	-	\$ 170,000.00
2627	Pavement Reclamation	2/1/2024		Vestal Asphalt	Suit-Kote	-	-	-	-	\$ 450,000.00
2631	Pavement InPlace Recycling	2/6/2024	☑	Suit-Kote	-	-	-	-	-	\$ 280,000.00
DPW New Bids Total:										\$ 2,500,000.00

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-2584 Sidewalks and Curbs - (2024-2025)

Bid Opening: December 07, 2023

Bidder			Bothar Construction LLC	Nelson & Streeter Construction Co Inc	Wenzel Landscaping	*Yard Wolves Landscaping
Surety			500	check 500	500	check 500
Specifications Section B1: Site Preparation and Restoration						
Item	Description	Unit	Unit Price	Unit Price	Unit Price	Unit Price
C201.X	Unclassified Excavation > 6-inch deep (paid for approved undercuts)	CY	\$155.90	\$100.00	\$80.00	\$74.00
C201.XX	Additional Sub-base > 6-inch deep	CY	\$125.00	\$50.00	\$85.00	\$74.00
C201.T18	Tree Removal Size < 18.0" diameter	Each	\$675.00	\$500.00	\$700.00	\$599.00
C201.T24	Tree Removal Size = 18.0" - 24"	Each	\$800.00	\$600.00	\$800.00	\$700.00
C201.T30	Tree Removal Size = 24.1" - 30"	Each	\$900.00	\$900.00	\$1,100.00	\$1,000.00
C201.T36	Tree Removal Size = 30.1" - 36"	Each	\$900.00	\$1,200.00	\$1,400.00	\$1,300.00
C201.T42	Tree Removal Size = 36.1" - 42"	Each	\$1,675.00	\$1,600.00	\$1,850.00	\$1,800.00
C201.T48	Tree Removal Size = 42.1" - 48"	Each	\$1,700.00	\$1,800.00	\$2,100.00	\$2,000.00
C201.S18	Remove Stump Size < 18.0"diameter	Each	\$500.00	\$500.00	\$450.00	\$400.00
C201.S24	Remove Stump Size = 18.0" - 24"	Each	\$700.00	\$500.00	\$500.00	\$450.00
C201.S30	Remove Stump Size = 24.1" - 30"	Each	\$900.00	\$500.00	\$600.00	\$500.00
C201.S36	Remove Stump Size = 30.1" - 36"	Each	\$1,200.00	\$500.00	\$650.00	\$500.00
C201.S42	Remove Stump Size = 36.1" - 42"	Each	\$1,700.00	\$500.00	\$700.00	\$500.00
C402.HMA	Additional HMA Pavement (Does not include Restoration costs)	SF	\$26.50	\$15.00	\$10.00	\$10.00
C608.FW	Concrete Flatwork	CY	\$4,395.00	\$3,000.00	\$4,188.00	\$2,595.00
C610.TE	Topsoil and Turf Establishment	SY	\$50.12	\$20.00	\$20.00	\$15.00
Sum Section B1 - Unit Prices			\$16,402.52	\$12,285.00	\$15,233.00	\$12,517.00
List of Tree and Stump Removal Equipment is Enclosed:			Yes	No	No	
OR						
Name of Tree and Stump Removal Contractor:			Bothar Construction LLC	Renko Tree Services	Wenzel Landscaping LLC	Boyce's Tree Service
Company Address:			170 East Service Road Binghamton, NY 1301	94 Industrial Park Blvd Elmira, NY 14905	170 Prescott Ave Elmira Heights, NY 14903	PO Box 132 Pine City, NY 14871
Contact Person:			Jason O'Brien	Steve Renko	Trevor Carmody	Matt Boyce
Phone:			607-723-5012	607-737-0273	607-733-8180	607-857-0992
Fax:			607-723-4982		607-733-8192	
Email:			jason@botharconst.com	treeman88@aol.com	Trevor@wenzelcontracting.com	Dabears61@hotmail.com

STAMP_ITEMNUMBER

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

Bid Opening: December 07, 2023

Bidder			Bothar Construction LLC	Nelson & Streeter Construction Co Inc	Wenzel Landscaping	*Yard Wolves Landscaping
Surety			500	check 500	500	check 500
Section B2: Concrete Sidewalk and Ramps						
Item	Description	Unit	Unit Price	Unit Price	Unit Price	Unit Price
C601.BSC	Brick Stamped and Colored Concrete	CY	\$5,630.00	\$2,500.00	\$5,000.00	\$2,995.00
C608.01	ADA Compliant Concrete Sidewalk and Ramps	CY	\$2,975.00	\$2,600.00	\$4,188.00	\$2,599.00
C608.01C	ADA Compliant Concrete Sidewalk and Ramp and Integral Curb	CY	\$3,315.00	\$2,800.00	\$4,188.00	\$2,599.00
C608.2	Surface Applied Detectable Warning Units	SF	\$90.00	\$20.00	\$35.00	\$35.00
C608.2	Embedded - Cast Iron Detectable Warning Units	SF	\$184.00	\$40.00	\$35.00	\$35.00
C608.2	Stamped Concrete Detectable Warning Units	SF	\$295.00	\$10.00	\$30.00	\$35.00
Sum Section B2 - Unit Prices			\$12,489.00	\$7,970.00	\$13,476.00	\$8,298.00
Section B3: Curb and Gutter						
Item	Description	Unit	Unit Price	Unit Price	Unit Price	Unit Price
C609.04VF	Concrete Curb - Type VF150 < 300LF	LF	\$190.50	\$60.00	\$55.00	\$49.00
C609.04VF	Concrete Curb - Type VF150 300 - 1,000LF	LF	\$180.00	\$60.00	\$50.00	\$49.00
C609.04VF	Concrete Curb - Type VF150 >1,000LF	LF	\$175.00	\$50.00	\$48.00	\$45.00
C609.04S5	5" Shallow Depth Concrete Curbs < 300LF	LF	\$195.00	\$20.00	\$27.00	\$24.00
C609.04S5	5" Shallow Depth Concrete Curbs 300 - 1,000LF	LF	\$155.00	\$20.00	\$25.00	\$24.00
C609.04S5	5" Shallow Depth Concrete Curbs > 1,000LF	LF	\$145.00	\$20.00	\$24.00	\$23.00
C609.04S8	8" Shallow Depth Concrete Curbs < 300LF	LF	\$160.00	\$20.00	\$28.00	\$24.00
C609.04S8	8" Shallow Depth Concrete Curbs 300 - 1,000LF	LF	\$155.00	\$20.00	\$26.00	\$24.00
C609.04S8	8" Shallow Depth Concrete Curbs > 1,000LF	LF	\$155.00	\$20.00	\$25.00	\$23.00
C609.02	Granite Curb - Type C (Linear)	LF	\$255.00	\$60.00	\$70.00	\$60.00
C609.02R	Granite Curb - Type C (Radius)	LF	\$350.00	\$80.00	\$80.00	\$65.00
C609.15	Reset Granite Curb (Linear)	LF	\$180.00	\$40.00	\$55.00	\$60.00
JECT	Reset Granite Curb (Radius)	LF	\$200.00	\$50.00	\$60.00	\$65.00
Sum Section B3 - Unit Prices			\$2,495.50	\$520.00	\$573.00	\$535.00

STAMP_ITEMNUMBER

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

Bid Opening: December 07, 2023

Bidder	Bothar Construction LLC	Nelson & Streeter Construction Co Inc	Wenzel Landscaping	*Yard Wolves Landscaping
Surety	500	check 500	500	check 500

* Missing Seal on Wavier

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT
RFB-2599 Concrete Prestressed Beams (2024-2025)

Bid Opening: January 16, 2024

36-inch and 48-inch WIDE PRESTRESSED CONCRETE BOX BEAM (Unit Price per Linear Foot of Beam)

Sole Bidder	Jefferson Concrete	
Span (Ft)	Unit Price 36-inch	Unit Price 48-inch
20	\$452.00	\$576.00
22	\$415.00	\$529.00
24	\$435.00	\$527.00
26	\$412.00	\$538.00
28	\$417.00	\$508.00
30	\$404.00	\$480.00
32	\$377.00	\$461.00
34	\$361.00	\$439.00
36	\$348.00	\$420.00
38	\$334.00	\$404.00
40	\$382.00	\$459.00
42	\$379.00	\$456.00
44	\$370.00	\$443.00
46	\$357.00	\$429.00
48	\$349.00	\$419.00
50	\$365.00	\$435.00
52	\$355.00	\$424.00
54	\$347.00	\$414.00
56	\$337.00	\$403.00
58	\$344.00	\$401.00
60	\$424.00	\$478.00
62	\$413.00	\$464.00
64	\$412.00	\$466.00
66	\$403.00	\$455.00
68	\$379.00	\$456.00
70	\$399.00	\$453.00
72	\$392.00	\$444.00
74	\$384.00	\$436.00
76	\$385.00	\$436.00
78	\$383.00	\$435.00
80	\$395.00	\$447.00
82	\$396.00	\$451.00
84	\$386.00	\$439.00
86	\$388.00	\$441.00
88	\$390.00	\$445.00
90	\$386.00	\$440.00
92	\$385.00	\$437.00
94	\$379.00	\$432.00
96	\$375.00	\$427.00
98	\$369.00	NB
100	\$365.00	NB
102	\$364.00	NB
104	\$359.00	NB

STAMP_ITEMNUMB

Chemung County ~ City of Elmira Purchasing Department

RFB-2601 Precast Concrete Drainage Units

Bid Opening: January 16,2024

Sole Bidder			Zeiser Wilbert Vault
Item	Description	Unit	Unit Price
CC706.FGC			
	Frames/Grates/Covers		
FGC.R2553	Round	EA	485.00
FGC.R3560	Square	EA	418.00
FGC.R3561	Rectangular	EA	618.00
CC706.ASFC			
	Asphalt Supported Frames/Covers		
ASFSL24	24" Self-Level Frame	EA	901.00
ASCSL24	24" Solid Cover w/Gasket	EA	273.00
ASFSL30	30" Self-Level Frame	EA	1191.00
ASCSL30	30" Solid Cover w/Gasket	EA	336.00
CC706.CBxx			
	Pre-Cast Concrete Catch Basin - Length x Width x Depth		
CB.24.36	24" x 24" x 36"Deep	EA	441.00
CB.24.48	24" x 24" x 48"Deep	EA	598.00
CB.24ADD	Additional Vertical LF	LF	130.00
CB.30.36	30" x 30" x 36"Deep	EA	461.00
CB.30.48	30" x 30" x 48"Deep	EA	614.00
CB.30ADD	Additional Vertical LF	LF	154.00
CB.36.36	36" x 36" x 36"Deep	EA	672.00
CB.36.48	36" x 36" x 48"Deep	EA	864.00
CB.36.36ADD	Additional Vertical LF	LF	199.00
CC706.DW			
	Pre-Cast Concrete Drywell - Diameter x Height		
DW.48.Cover	48"ID Cover	EA	246.00
DW.48.24	2-ft Vertical Section	EA	248.00
DW.48.36	3-ft Vertical Section	EA	372.00
DW.48.48	4-ft Vertical Section	EA	496.00
DW.48.Base	Base	EA	220.00
DW.72.Cover	72"ID Cover	EA	NB
DW.72.24	2-ft Vertical Section	EA	NB
DW.72.36	3-ft Vertical Section	EA	NB
DW.72.48	4-ft Vertical Section	EA	NB
DW.72.Base	Base	EA	NB
DW.96.Cover	96"ID Cover	EA	660.00
DW.96.24	2-ft Vertical Section	EA	NB
DW.96.36	3-ft Vertical Section	EA	NB
DW.96.48	4-ft Vertical Section	EA	NB

STAMP_ITEMNUMBER

Chemung County ~ City of Elmira Purchasing Department

RFB-2601 Precast Concrete Drainage Units

Bid Opening: January 16, 2024

Sole Bidder			Zeiser Wilbert Vault
Item	Description	Unit	Unit Price
DW.96.Base	Base	EA	360.00
CC707.MRxx	Precast Concrete Manhole Grade Ring		
CC707.MR02	2-in High Ring	EA	48.00
CC707.MR04	4-in High Ring	EA	56.00
CC707.MR06	6-in High Ring	EA	62.00
CC706.MHxx	Pre-Cast Concrete Manhole - Diameter x Height		
MH.48.24C	48" x 24" Top Slab	EA	246.00
MH.48.12R	48" x 12" Riser	EA	268.00
MH.48.24R	48" x 24" Riser	EA	268.00
MH.48.Base	48" x 48" Base	EA	783.00
MH.60.24C	60" x 24" Top Slab	EA	328.00
MH.60.12R	60" x 12" Riser	EA	341.00
MH.60.24R	60" x 24" Riser	EA	341.00
MH.60.Base	60" x 48" Base	EA	1012.00
MH.72.36	72" x 24" Top Slab	EA	358.00
MH.72.48	72" x 12" Riser	EA	480.00
MH.72.ADD	72" x 24" Riser	EA	480.00
MH.36.36	72" x 72" Base	EA	1798.00
AR.24.3	Adjustment Rings 24" x 3"	EA	NB
CC706.RWB	Pre-Cast Concrete Retaining Wall Blocks & Caps		
RWB.24	18"H x 24"W x 24"L Blocks	EA	85.00
RWB.48	18"H x 24"W x 48"L Blocks	EA	129.00
RWB.72	18"H x 24"W x 72"L Blocks	EA	177.00
RWB.CAP	Unit Caps	EA	177.00
CC706.WB	Pre-Cast Concrete Waste Blocks		
WBxx	Insert size block bid:	EA	NB
WB.001	___"W x ___"L x ___"H	EA	NB
WB.CAP	Unit Caps	EA	NB

STAMP_ITEMNUMB

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT
RFB-2624 Liquid Bituminous Materials

Bid Opening: January 30, 2024

Bidders	Suit Kote	Vestal Asphalt Inc
Surety	500 Bid Bond	500 Bid Bond

Liquid Bituminous Material(s): State Specifications FOB -Plant Site
Provide and load liquid bituminous material(s) onto Owner vehicle(s) at the awardee's plant site

Grade	Material Description	Total Price per Gallon	Total Price per Gallon
RS-2	702-3301	3.250	3.500
Plant site location		20 Fairground Lane Watkins Glen, NY 14891	201 Stage Rd Vestal, NY 13850

Liquid Bituminous Material(s): State Specifications - Provide delivery and application of liquid bituminous material(s) at the job site(s)

Grade	Material Description	Emulsion w/ Distributor price per Gallon	Emulsion for Cold Mix price per Gallon	Emulsion w/ Distributor price per Gallon	Emulsion for Cold Mix price per Gallon
MC-30	702-20	N/B	N/B	N/B	N/B
RS-2	702-3101	\$3.47	N/B	2.458	N/B
HFRS-2	702-3102	\$3.52	N/B	3.52	N/B
MS-2	702-3201	4.144	4.244	4.144	4.244
HFMS-2	702-3301	4.144	4.244	4.144	4.244
HFMS-2h	702-3401	\$4.14	4.244	4.144	4.244
HFMS-2s	702-3402	N/B	4.244	4.144	4.244
CRS-2	702-4101	N/B	N/B	2.494	N/B
CMS-2	702-4201	N/B	N/B	4.168	4.268
CMS-2h	702-4301	N/B	N/B	4.168	4.268
SS-1	702-3501	3.825	N/B	3.825	3.925
SS-1H	702-3601	3.825	N/B	3.825	3.925
CSS-1	702-4401	N/B	N/B	3.848	3.948
CSS-1H	702-4501	N/B	N/B	3.845	3.948
TACK COAT	702-90	\$9.00	N/B	\$9.00	N/B

STAMP_ITEMNUMB

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT
RFB-2624 Liquid Bituminous Materials

Bid Opening: January 30, 2024

Bidders		Suit Kote		Vestal Asphalt Inc	
Surety		500 Bid Bond		500 Bid Bond	
Polymer Modified Asphalt Emulsions	702-6	0.3	N/B	0.275	0.5
Plant site location		20 Fairground Lane Watkins Glen, NY 14891		201 Stage Rd Vestal, NY 13850	

LIQUID BITUINOUM MATERIAL-AEPM

LIQUIED BITUMINOUS MATERIALS **PROVIDE DELIVERY**
AND APPLICATION OF LIQUID BITUMINOUS MATERIAL (S) AT THE JOB SITE (S)

ITEM		UNIT PRICE BID PER GALLON	ITEM		UNIT PRICE BID PER GALLON
Emulsion with Distributor per Gallon	Price	\$2.000	Emulsion w/ Distributor price per Gallon		\$2.150

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT
RFB-2624 Liquid Bituminous Materials

Bid Opening: January 30, 2024

Bidders	Suit Kote			Vestal Asphalt Inc		
Surety	500 Bid Bond			500 Bid Bond		
Liquid Bituminous Material - Equipment Rental & Labor. Unless otherwise stated, equipment includes operator						
Item Description	Per Gallon	Per Day	Per Week	Per Gallon	Per Day	Per Week
Mechanized Chip Spreader	N/B	2300.00	N/B	N/B	2450.00	N/B
Tandem Steel Roller; 10-12 ton	N/B	2300.00	N/B	N/B	2500.00	N/B
Rubber Tire Roller; 10-12 ton	N/B	2100.00	N/B	N/B	2200.00	N/B
Vibratory Roller-min. 66" Double Drum	N/B	2400.00	N/B	N/B	2500.00	N/B
Vibratory Pad Foot Roller; 15 ton	N/B	N/B	N/B	N/B	2500.00	N/B
Tandem Axle Dump Truck	N/B	N/B	N/B	N/B	2000.00	N/B
Rubber Tire Roller; min. 2 cy bucket	N/B	N/B	N/B	N/B	2500.00	N/B
Paver- includes operator and screed man	N/B	3400.00	N/B	N/B	3400.00	N/B
Pugmill -min 5,000 gallon usage; includes operator	N/B	2600.00	N/B	N/B	3000.00	N/B
Mix Paver- min 5,000 gallon usage; includes operator and screed man	N/B	N/B	N/B	N/B	N/B	N/B
Mix Paver- for liquid asphalt cement foamed application; includes operator and screed man	N/B	N/B	N/B	N/B	N/B	N/B
Shoulder Widener	N/B	N/B	N/B	N/B	4250.00	N/B
Price to optionally provide all trucking		N/B	N/B	N/B	N/B	N/B
Nuclear Density Gauge and Technician	N/B	N/B	N/B	N/B	N/B	N/B
Laborer/ Flagger	N/B	1050.00	N/B	150.00	1500.00	N/B

STAMP_ITEMNUMB

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT
RFB-2624 Liquid Bituminous Materials

Bid Opening: January 30, 2024

Bidders	Suit Kote	Vestal Asphalt Inc
Surety	500 Bid Bond	500 Bid Bond

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT					
RFB-2625 Vendor Placed Pavement (2024-2025)					
Bid Opening: February 1, 2024					
Bidders			Dalrymple Gravel & Contracting	Spencer Paving	Elmira Road Materials
Surety			Bid Bond	Check \$500.00	Bid Bond
Item	Description	Unit			
HOT MIX ASPHALT - VENDOR PLACED PAVEMENT - UNSPECIFIED LOCATIONS					
Unit price bid per TON shall include all materials, equipment and labor required to provide a finished asphalt concrete pavement at locations identified by Owner, complete and ready for permanent traffic markings and shoulder materials. This bid sheet is for projects using 250 tons or less of asphalt.					
C402.11	HMA-Type 1 - Base	TON	159.00	300.82	166.00
C402.13	HMA-Type 3 - Binder	TON	160.00	302.58	169.00
C402.15	HMA-Type 5 - Shim	TON	190.00	383.38	197.00
C402.17	HMA-Type 6F - Top	TON	165.00	305.30	175.00
C402.19	HMA-Type 7F - Top	TON	168.00	308.85	177.00
C402.21	HMA-Truing & Leveling	TON	190.00	360.08	192.00
C402.M	Mobilization-Pavement	LS	2500.00	3750.00	2000.00
407.0102	Tack Coat (App-0.09 gal/sy)	GAL	10.00	10.00	5.50
C41801	Joint Adhesive	LF	1.00	1.50	2.75
C490.01	Cold Milling (Production)	DAY	12,000.00	13,000.00	14,500.00
C490.M	Mobilization-Cold Milling	LS	2,500.00	3,750.00	2,000.00
HOT MIX ASPHALT - VENDOR PLACED PAVEMENT - UNSPECIFIED LOCATIONS					
Unit price bid per TON shall include all materials, equipment and labor required to provide a finished asphalt concrete pavement at locations identified by Owner, complete and ready for permanent traffic markings and shoulder materials. This bid sheet is for projects using more than 250 tons but less than 500 tons of asphalt.					
C402.11	HMA-Type 1 - Base	TON	109.00	156.04	110.50
C402.13	HMA-Type 3 - Binder	TON	110.00	157.74	113.75
C402.15	HMA-Type 5 - Shim	TON	145.00	200.00	141.00
C402.17	HMA-Type 6F - Top	TON	115.00	160.38	116.00
C402.19	HMA-Type 7F - Top	TON	117.00	163.81	119.00

STAMP_ITEMNUMB

C402.21	HMA-Truing & Leveling	TON	145.00	171.39	136.00
C402.M	Mobilization-Pavement	LS	2,500.00	3,750.00	2,000.00
407.0102	Tack Coat (App-0.09 gal/sy)	GAL	6.00	10.00	4.50
C490.01	Cold Milling (Production)	DAY	12,000.00	13,000.00	17,500.00
	Mobilization-Cold Milling	LS	2,500.00	3,750.00	2,000.00
HOT MIX ASPHALT - VENDOR PLACED PAVEMENT - UNSPECIFIED LOCATIONS					
Unit price bid per TON shall include all materials, equipment and labor required to provide a finished asphalt concrete pavement at locations identified by Owner, complete and ready for permanent traffic markings and shoulder materials. This bid sheet is for projects					
C402.11	HMA-Type 1 - Base	TON	97.50	131.09	97.00
C402.13	HMA-Type 3 - Binder	TON	98.00	132.78	100.00
C402.15	HMA-Type 5 - Shim	TON	120.00	167.23	128.00
C402.17	HMA-Type 6F - Top	TON	102.50	135.41	106.00
C402.19	HMA-Type 7F - Top	TON	107.00	138.82	108.00
C402.21	HMA-Truing & Leveling	TON	120.00	143.54	123.00
C402.M	Mobilization-Pavement	LS	2,500.00	3,750.00	2,000.00
407.0102	Tack Coat (App-0.09 gal/sy)	GAL	6.00	10.00	5.50
C490.01	Cold Milling (Production)	DAY	12,000.00	13,000.00	17,500.00
C490.M	Mobilization-Cold Milling	LS	2,500.00	3,750.00	2,000.00
Item No and Description			Pay Unit	Pay Unit	
AW-FCP -Ancillary Work - Field Change Payment (FCP)			NEGOTIATED LUMP SUM	NEGOTIATED LUMP SUM	NEGOTIATED LUMP SUM
AW-Labor Overhead rate bid of %			40.0%	29.0%	20.0%
AW-Equipment overhead rate bid of %			20.0%	25.0%	20.0%

STAMP_ITEMNUMB

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT
RFB-2626 Quick Set Slurry Seal (2024-2025)

Bid Opening: January 30, 2024

Bidders		Vestal Asphalt		Suit Kote	
Surety		500 Bid Bond		500 Bid Bond	
COMPLETED AREA QUANTITIES		Unit Price Per SY (in-place)		Unit Price Per SY (in-place)	
C414.01 SLURRY SEAL		Bid Item A: Type II	Bid Item B: Type III	Bid Item A: Type II	Bid Item B: Type III
1	0-100 Tons per Project	8.25	8.25	2.83	2.88
2	101-300 Tons per Project	4.25	4.25	2.08	2.13
3	301-500 Tons per Project	2.50	2.50	1.97	2.07
4	OVER 500 Tons per Project	2.25	2.25	1.86	2.01
C407.01 Tack Coat (Gallon)		\$9.00		\$9.00	
Additional Flagman (Day)		\$1,000.00		\$1,000.00	
Mobilization (Lump Sum)		\$1,500.00		\$1,100.00	
Owner reserves the right to add or delete any or all of the pavement projects, portions thereof, modify project schedule and dimensions, or add projects. OWNER shall pay the unit bid price for mobilization for project.					

STAMP_ITEMNUMBER

**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT
RFB-2627 Pavement Reclamation (2024-2025)**

Opening: February 1, 2024

Bidders	Suit Kote	Vestal Asphalt
Surety	Bid Bond	Bid Bond
Addendum #1	Received	Received

C302.01 - Full Depth Reclamation (FDR)

Item	UNITS	PRICE	PRICE
Less than 5" depth of cut	SY	1.65	1.55
	DAY	N/B	N/B
Greater than 5" depth of cut	SY	1.7	1.585
	DAY	N/B	N/B

C702.01 Stabilizing Agent Asphalt Emulsion (Supplied/Applied/Mixed)

CSS-1	GAL	3.317	2.618
CSS-1H	GAL	3.317	2.618
SS-1	GAL	3.297	3.825
SS-1H	GAL	3.297	3.825
416.30 (Fog Seal)	GAL	2.97	2.39

C712.02 Stabilizing Agent (Supplied/Applied/Mixed)

Magnesium Chloride	GAL	N/B	N/B
Calcium Chloride	GAL	1.35	1.4

Additional Items

Stone	TON	\$35.00	\$40.00
Gravel	TON	\$35.00	\$40.00

Owner reserves the right to add or delete any or all of the pavement projects, portions thereof, modify project schedules and dimensions, or add projects.

STAMP_ITEMNUMB

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

RFB-2631 Pavement InPlace Recycling (2024-2025)

Opening: February 6, 2024

Sole Bidder		Suit-Kote
Surety		Bid Bond
Total cost to grind, mix,place, and compact RAP per square yard (assume 22-ft wide roadway, 4in depth, 1 mile)		FIGURES
Item	UNITS	
Less than 4" depth of cut	SY	2.510
	DAY	N/B
Greater than 4" depth of cut	SY	2.560
	DAY	N/B
C702.01 Stabilizing Agent Asphalt Emulsion (Supplied/Applied/Mixed)		
CSS-1	GAL	3.845
CSS-1H	GAL	3.845
SS-1	GAL	3.825
SS-1H	GAL	3.825
HFMS-2	GAL	3.640
CMS-2	GAL	3.740
416.30 (fog seal)		3.000
Supplemental Items		
Stone	TON	32.500
Shoulder Milling (1in - 3in)	SY	1.800
Milling (each additional inch)	SY	0.12
Owner reserves the right to add or delete any or all of the pavement projects, portions thereof, modify project schedules and demensions, or add projects.		

STAMP_ITEMNUMB



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution awarding bid to Zeiser Wilbert Vault on behalf of the Chemung County Department of Public Works (RFB 2643 Concrete Box Culvert)

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Authorize a contract with Zeiser Wilbert Vault to produce and supply a concrete box wall and required wing walls and closures for the CR60 Culvert Project. Zeiser Wilbert had the lowest bid of three, with a low bid of \$83,361.

This project (BP06) was budgeted in the 2022 capital budget; design was completed late 2023. Account is C2201.2022BP06.

Construction work is intended to be completed by the DPW Bridge Crew.

Please contact me with any questions.

Regards,
Andy Avery

Vendor/Provider Zeiser Wilbert Vault

Term	1 Year	Total Amount	\$83,361	Prior Amount	-0-
Local Share	100%	State Share	will file for	Federal Share	-0-
	\$83,361		CHIPS		
			Reimbursement		

Project Budgeted?	Yes	Funds are in Account #
-------------------	-----	------------------------

CREATION:

Date/Time:	Department:
3/26/2024 8:42:19 AM	County Executive


APPROVALS:

Date/Time:	Approval:	Department:

STAMP_ITEMNUMB

3/26/2024 8:51 AM	Approved	County Executive	
4/9/2024 9:33 AM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
 RFB-2643_Concrete_Box_Culvert_CR60_Old_Rte_17_Road.pdf	RFB-2643 Concrete Box Culvert CR60 Old Rte 17 Road	Cover Memo

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT
RFB-2643 Concrete Box Culvert CR 60 "Old Rte17" Road
for Public Works

Opened: March 21, 2024

Bidders		Zeiser Precast		Lakelands concrete Products Inc ***		Binghamton Precast & Supply Corp	
Addendums #1 & 2		Received		Received		Received	
Precast Concrete Box Culvert Unit							
Item No, Height/Width, Length and Description	Unit	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
CUL-1.0, 5ft x 7ft, 58ft -6in	LF	\$ 1,424.97	\$ 83,361.00	\$ 1,667.40	\$ 97,542.90	\$ 1,883.00	\$ 110,155.50
FABRICATION/DELIVERY SCHEDULE							
*Bidder Initials are required to be considered for award. Only provide an alternate date if the specified date is not attainable. (See Notes below)		Delivery Date	*Bidder Initials (See Notes 1&2)	Delivery Date	*Bidder Initials (See Notes 1&2)	Delivery Date	*Bidder Initials (See Notes 1&2)
NOTE 1: By placing your initials next to the delivery date indicates the delivery date is agreed upon and the product will be delivered no later than the date specified. **							
Contract Date:		5/17/2024		5/17/2024		5/17/2024	
NOTE 2: Please specify an alternate delivery date ONLY if the contract date is not attainable. Please note, alternate dates will be considered as product availability and shall be used as criteria in the award process.							
Alternate Date: (Bidder Specified)		5/31/2024 Contract Date 5/29/2024	Bidder Initialed	08/01/24	Bidder Initialed	08/01/24	Bidder Initialed
Please initial on space provided. The county's current construction schedule is subject to change and may require the delivery date to change accordingly. Thereby, the winning bidder agrees to store the product, at no additional cost to the County, until a new date of delivery has been determined.		Bidder Initialed		Bidder Initialed		Bidder Initialed	

* Bidder Initials are required to be considered for the award. Only provide an alternate date if the specified date is not attainable. (See Notes)

**Refer to General Conditions Section 1.01A.8 (3)

*** no seal on waiver

STAMP_ITEMNUMBER



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing agreement with CHA on behalf of the Chemung County Department of Public Works (Design of Clark Road Bridge)

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

DPW requests the Executive Approve and the Legislature authorize an agreement with CHA to design the Clark Road Bridge. (See attached proposed contract.)

Total cost is \$87,000. This is in the approved Capital Plan.

To keep the cost lower, DPW will be completing all of the survey for the project

Vendor/Provider CHA

Term 1 year Total Amount \$87,000 Prior Amount 0

Local Share \$87,000 State Share Will apply for Federal Share 0
CHIPS
reimbursement
as appropriate

Project Yes Funds are in
Budgeted? Account #

CREATION:

Date/Time:	Department:
4/2/2024 2:53:43 PM	County Executive

APPROVALS:

Date/Time:	Approval:	Department:
4/2/2024 2:56 PM	Approved	County Executive
4/9/2024 9:32 AM	Approved	Legislature Chairman

ATTACHMENTS:

Name:	Description:	Type:
<input checked="" type="checkbox"/> Clark_Road_Bridge_-		

STAMP_ITEMNUMB

CHA

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 7th day of March, 2024, by and between CHA, with its principal place of business at 3 Winners Circle, Albany, New York 12205 (hereinafter “CHA”) and Chemung County, with an office located at 803 Chemung Street, Horseheads, NY 14845 (hereinafter “Client”).

Client and CHA, for the consideration hereinafter set forth, hereby agree as follows:

1. Services of CHA

(a) CHA agrees to provide the professional services described in Exhibit A (hereinafter the “Services”) attached hereto and incorporated herein with respect to Replacement of Clark Road bridge over Wyncoop Creek (hereinafter the “Project”).

(b) Any activities or Services not included within the scope of the Services will be considered “Extra Services” and will require additional compensation.

(c) CHA is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports, and other services furnished by CHA under this Agreement. CHA shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its design, drawings, specifications, reports and other services, unless such corrective action is directly attributable to deficiencies in Client-furnished information. In the case of an omission, CHA shall be responsible only for the additional cost, if any, compared with what the cost of work would have been if it were included in the initial estimates of cost.

2. Schedule of Services

CHA shall use reasonable diligence and expediency consistent with sound professional practices to complete the Services in a timely fashion so as to meet Client’s requirements. If Client requests significant modifications or changes in the scope or requests Extra Services, the time for performance shall be correspondingly adjusted. If the parties have agreed to a specific Project schedule and specific milestone dates, such information shall be set forth in Exhibit B attached hereto.

3. Responsibilities of Client

(a) Client shall furnish or make available to CHA any and all of its records, maps, or other data which are pertinent to CHA’s work. CHA shall be entitled to use and rely upon, without reverification, the accuracy, reliability and completeness of said records, maps and all other data provided by Client or its employees, agents, officers, or consultants in conjunction with CHA’s performance of the Services. Client shall authorize and assist CHA in obtaining any such pertinent information from other public and private sources. When requested by CHA, the Client shall furnish all reasonable assistance necessary for CHA to perform appropriate site investigations.

(b) Client shall provide all criteria and full information as to the Client’s requirements for the Project; designate a person to act with authority on the Client’s behalf in respect to all aspects of the Project; examine and respond promptly to CHA’s submittals; and give prompt written notice to CHA whenever the Client observes or otherwise becomes aware of any defect in the work.

(c) Client shall notify CHA promptly of all known or suspected Hazardous Material at the site, of any contamination of the site by Hazardous Materials, and of any other conditions requiring special care, and provide CHA with any available documents describing the nature, location and extent of such materials, contamination or conditions.

4. Compensation

(a) As compensation for the performance of the Services, Client shall pay CHA its fees and expenses in accordance with Exhibit C.

(b) Client shall reimburse CHA for any application and/or permit fees paid for securing approval of authorities having jurisdiction over the Project.

(c) Invoices will be rendered monthly for Services performed and expenses incurred during the previous month. Supporting documentation and additional detail will be provided upon Client's request. Payments are due at the address appearing on the invoice within 30 days following the invoice date. Invoices not paid within 30 days will accrue interest from the 31st day at the rate of 1% per month (12% per annum). Any late payment will be applied first to interest and then to the oldest outstanding balance due. If Client contests an invoice, Client may withhold only the contested portion and must timely pay the undisputed portion.

(d) In the event that Client disputes any portion of an invoice submitted by CHA, Client shall notify CHA within fourteen (14) days of the invoice date, identify the cause of the disagreement, and timely pay any amounts not in dispute. The parties agree to use their best efforts to resolve the dispute within thirty (30) days of Client's notice to CHA. Client's failure to dispute an invoice within fourteen (14) days of the invoice date shall be deemed a waiver of all claims pertaining to that invoice.

5. Termination

(a) This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party substantially fail to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Client's failure to make payments when due for Services and expenses shall be deemed a material failure permitting CHA to terminate this Agreement.

(b) In the event of termination of this Agreement not caused by the fault of CHA, CHA shall be compensated for Services performed and expenses incurred prior to the date of termination along with all reasonable and necessary expenses attributable to such termination.

(c) Notwithstanding the foregoing, this Agreement shall not terminate for cause if the party in default begins to correct its substantial failure to perform within seven (7) days of receipt of written notice of said substantial failure. Following commencement of the cure, the party in default shall diligently continue to cure within thirty (30) days of the receipt of written notice.

6. Suspension

If CHA fails to receive payment when due for Services and expenses, CHA may, upon seven (7) days written notice to Client, suspend performance of the services without further notice. Upon a suspension of Services, CHA shall have no liability to the Client for delay or damage caused by such suspension.

7. Estimates of Costs and Schedules

CHA's estimate of construction costs and schedules are for budget and planning assistance purposes only. Cost and schedule estimates are based on CHA's professional judgment of the requirements known at the time of the Agreement. Accordingly, CHA does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluation or studies submitted by CHA to Client.

8. Relationship of Parties

CHA is, and shall at all times during the term of this Agreement be, an independent contractor of Client. This Agreement and the relationship of the parties shall not be deemed to create or be one of employment, agency, partnership, joint venture or any other association.

9. Use of Documents

All documents produced by CHA pursuant to this Agreement are instruments of service and shall remain CHA's property. Submission or distribution of any said instruments of service to meet statutory or regulatory requirements or for other purposes in connection with the Project shall not constitute publication or otherwise affect CHA's reserved rights with respect to said documents. Provided that the Client meets its obligations under this Agreement including, but not limited to, payment, CHA shall grant to the Client a

nonexclusive license to use said instruments of service, and shall provide the Client with reproducible copies of Schematic Design, Design Development and final Bidding Drawings, and copies of reports, cost estimates, specifications, and other final documents that Client may request. Documents or computerized materials provided to Client are for Client's use only, for the purposes disclosed to CHA, and Client shall not transfer them to others or use them or permit them to be used for an extension of Services or any other project or purpose for which they were not prepared, without CHA's express written consent. If this Agreement shall be terminated prior to completion of CHA's Services, the Client shall pay a licensing fee to CHA for the Client's continued use of CHA's drawings, plans or other documents for purposes of the Project. Client and CHA agree to indemnify and defend one another for any unauthorized use of any document or computerized materials.

10. Designated Representative

Both parties shall designate specific individuals to act as their respective representatives for this Project. Such individuals shall have authority to transmit instructions, receive information and render decisions relative to the Project on behalf of each respective party.

11. Standard of Care

The standard of care for all professional engineering and related Services performed or furnished by CHA under this Agreement will be the care and skill ordinarily used by the members of CHA's profession practicing under similar conditions at the same time and in the same locality. There are no expressed or implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, not specified herein.

12. Jobsite Safety

Neither the professional activities of CHA, nor the presence of CHA or their employees and/or sub-consultants at the construction site, shall relieve Client and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work or construction in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. CHA and their personnel have no authority to exercise any control over any construction contractor or entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the contractor(s) is solely responsible for jobsite safety and warrants that this intent shall be made evident in the Client's Agreement with the contractor(s). The Client also agrees that CHA and CHA's consultants shall be indemnified by the contractors and shall be named as additional insureds under the contractor's general liability insurance policy.

13. Test Results

Test results apply only to materials actually tested and represent the condition of the tested material only at the time of testing. There are no expressed or implied warranties made or intended by CHA as to the applicability of test results for other than our purposes for preparation of the study or for any time beyond the actual field and laboratory testing. Unless otherwise stated in writing, the Client assumes responsibility for determining whether the quantity and the nature of the services ordered is adequate and sufficient for the Client's intended purposes.

14. Insurance

(a) CHA shall procure and maintain: (a) worker's compensation and employer's liability insurance in accordance with requirements of the state in which the Services are being performed; (b) commercial general liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of \$1,000,000 per occurrence for bodily injury and property damage; (c) automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage; and (d) professional liability insurance in the amount of \$2,000,000 per claim.

(b) Upon reasonable notice, Client shall provide CHA with copies of the certificates of insurance necessary to demonstrate that all contractors, subcontractors, independent contractors and others on the site have appropriate insurance coverage, including but not limited to commercial general liability, worker's compensation, disability and, where applicable, professional liability coverage.

15. Indemnification

(a) CHA shall indemnify and hold harmless Client, its officers, directors, shareholders, partners, agents and employees from and against those damages and costs (including reasonable attorney's fees) that Client is legally obligated to pay as a result of a third party claim concerning the death or bodily injury to any person or the destruction or damage to any property, but only to the extent caused by the negligent act, error or omission of CHA subject to any limitations of liability contained in this Agreement. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

(b) Client shall indemnify and hold harmless CHA, its officers, directors, shareholders, partners, agents and employees from and against those damages and costs (including reasonable attorney's fees) that CHA is legally obligated to pay as a result of a third party claim concerning the death or bodily injury to any person or the destruction or damage to any property, but only to the extent caused by the negligent act, error or omission of Client.

16. Limitation on Liability

The total liability of CHA and its partners, officers, directors, shareholders, employees and agents to Client and any one claiming by, through or under Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, the Services of this Agreement from any cause or causes whatsoever including, but not limited to, negligence, errors, omissions, strict liability or breach of contract shall not exceed the total compensation received by CHA under this Agreement or the total amount of \$1,000,000, whichever is greater.

17. Assignment of Rights

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement may not be assigned by Client or CHA without the prior written consent of the other.

18. Use of Subconsultants

CHA may use independent professional associates, consultants or subcontractors in the performance of a portion of the Services.

19. Third Party Beneficiary

The Services to be performed by CHA are intended solely for the benefit of Client and no benefit is conferred on, nor any contractual relationship established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on CHA's performance of its Services hereunder. No right to assert a claim against CHA, its officers, employees, agents or consultants shall accrue to any third party as a result of this Agreement or the performance or non-performance of CHA's Services hereunder.

20. Waiver of Consequential Damages

In no event shall CHA be liable to Client or the Client to CHA for consequential or indirect damages, including but not limited to, loss of profits or revenue, loss of use of equipment, loss of production, additional expenses incurred in the use of the equipment and facilities and claims of customers of the Client. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted including ones arising out of any breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to the performance or non-performance of the contract by Client/CHA.

21. Mediation

The parties, as a condition precedent to commencing litigation (other than for the non-payment of CHA's fees), shall endeavor to resolve their claims by mediation which shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the contract and with the American Arbitration Association.

22. Electronic Media

Data, words, graphical representations and drawings that are stored on electronic media such as computer disks and magnetic tape, or which are transmitted electronically, may be subject to uncontrollable alteration. Client agrees it may only justifiably rely upon the final hardcopy materials bearing the consultant's original signature and seal.

23. No Waiver

No waiver by CHA or Client of any power, right or remedy hereunder or under applicable law with respect to any event or occurrence shall prevent the subsequent exercise of such power, right or remedy with respect to any other or subsequent occurrence.

24. Severability and Reformation

Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

25. Integration & Amendments

This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters. This Agreement shall not be amended, modified, supplemented or rescinded in any manner except by written agreement executed by the parties.

26. Force Majeure

CHA shall not be liable for any failure to perform or delay in the performance of the Services due to circumstances beyond its control, including, but not limited to: (1) strikes, lockouts, work slowdowns or stoppages; (2) Acts of God; or (3) failure of Client to furnish information in a timely manner.

27. Choice of Law/Jurisdiction

This Agreement shall be governed by and construed in accordance with the law of the state where the project is located.

28. No Personal Liability

Notwithstanding any other provision of this Agreement to the contrary, CHA's officers, directors, shareholders, partners, employees, or agents shall not be personally liable, regardless of the cause of action asserted including breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to CHA's performance or non-performance of the Agreement. Client will look solely to CHA for its remedy for any claim arising out of or related to this Agreement.

29. Notices

Any and all notices provided for under this Agreement shall be in writing and shall be deemed to have been sufficiently given if personally delivered or if mailed, postage prepaid, by certified or return receipt

requested mail addressed to the parties at the addresses set forth above in the preamble. Notice given by certified mail shall be deemed complete on the third business day after mailing.

30. Representations

Each party represents and warrants to the other that:

- (a) It is duly organized and validly existing in the jurisdiction of its organization and has all the necessary power and authority to execute, deliver and perform this Agreement.
- (b) The execution, delivery and performance of this Agreement has received all necessary partnership, corporate or other approvals, and does not conflict with any law, regulation, order, contract or instrument to which such party is bound.
- (c) The individual signing on its behalf is duly authorized to execute this Agreement to legally bind such party.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above.

CHA		CLIENT	
By	<u>Frank A. DeSign</u>	By	_____
Name	<u>Frank DeSigne</u>	Name	_____
Title	<u>Vice President</u>	Title	_____
Date:	<u>3/7/24</u>	Date:	_____

Rev. 03/17

STAMP_ITEMNUMB

"Exhibit A"

Scope of Services

SCOPE OF SERVICES AND ASSUMPTIONS

Replacement of Clark Road bridge over Wyncoop Creek

SCOPE OF WORK

Project Description and Location

Replacement of Clark Road bridge over Wyncoop Creek

Project Description: Replace the bridge with a durable structure having a 75+ year service life that provides two traffic lanes and shoulders.

Project Location: Clark Road, Town of Chemung, Chemung County.

The anticipated start date of preliminary design is April 2024.

The anticipated Letting Date is December 2024.

The construction completion date will be November/December 2025.

Sponsor is Chemung County.

Consultant is CHA Companies.

1. Project Familiarization and Data Collection
 - a) Project Familiarization

The County will provide the **Consultant** with the approved project initiation document and with attachments to provide information on:

- Project type
- Project location
- Initial project cost estimate
- Initial project schedule
- Project funding source(s)
- Transportation needs.
- Safety
- Pavement history.
- Anticipated permits and approvals (initial determination).
- County Contact person

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

- b) Survey & Mapping – by Chemung County

The **Sponsor** will provide terrain data required for design by means of a topographic field survey. The survey will be done in accordance with the standards set forth in the NYSDOT Land Surveying Standards and Procedures Manual and in accordance with local standards described in Section 10 of the SOS.

The **Sponsor** shall establish GPS monuments in conjunction with the project's survey.

The topographic limits for the survey shall be as shown on the attached survey limit map.

The topographic survey shall include, but not limited to; edges of pavement, existing centerlines, shoulder breaks, curbing, building corners, driveways, trees, fences, manholes, valves, poles, guiderail, roadside drainage, property pins.

The **Sponsor** shall obtain all available utility or record drawings within the survey limits. Only visible utilities shall be located by the Consultant and inverts on accessible sewer structures shall be measured. Underground utility information shall be requested from the municipality, utility companies and local agencies (but they only provide information within the right of way limits of the road and will not cover services outside of the right of way). The underground utility information provided by utility owners (if available) shall be shown on the mapping. No excavation or other methods of locating underground utilities are included.

For estimating purposes, it is assumed that there will be no snow and ice cover on the project site and that cross-sections of the creek will be taken when the water level is relatively low. Survey limits are attached.

Mapping shall include the following information:

- Datum
- Control points – vertical and horizontal control points and benchmarks
- Control tie recovery sketches for control points
- Existing conditions such as bridge features, headwalls/wingwalls/slabs, highway pavement edges, shoulders, ditches, driveways, utility poles, signage, striping, etc., will be located and mapped.
- Surveyors shall capture elevations and grade breaks at a 50-foot interval to depict the site's natural drainage characteristics and produce mapping contours at a 1-foot interval.

The deliverable shall consist of data point mapping file in the form of a CSV file and Control tie recovery sketches for control points.

ROW Survey:

- The ROW of Clark Road and adjoining property lines will be determined to Survey quality.
- Three (3) Temporary easements are expected.

Hydraulic Sections:

Hydraulic cross sections will be collected for the hydraulic analysis of the Wyncoop Creek according to Chapter 13 of the NYSDOT Land Surveying Section Standards and Procedures

Manual. More specifically, sections will be taken at both the upstream and downstream faces of the existing bridge, including elevations of the low chord, top of road, and faces of abutments.

- Sections will be taken downstream from the proposed bridge location at 100, 200, 300, 400, 500, 1000 and 2000 feet intervals.
- Sections will be taken upstream from the proposed bridge location at 50, 150, 250 and 550 feet intervals.

c) Traffic Data – Not Applicable

d) Subsurface Investigation

The **Consultant** will hire a sub-consultant to perform 2 borings at the project site. The **Consultant** will have a competent person present during drilling operations.

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

e) Bridge Hydraulics

The **Consultant** will perform a hydraulic analysis in accordance with the principles outlined in the [Section 3.4 of the NYSDOT Bridge Manual](#)¹.

f) Bridge Inspection

The Consultant shall perform a field inspection of the Bridge to determine the condition of the structure's principal elements. The Consultant shall refer to the NYSDOT Bridge Manual and the NYSDOT Bridge Inspection Manual for requirements and guidance on performing a field inspection.

2. Design Report/Design Memo

The **Consultant** will prepare an abbreviated Design Memo summarizing field inspection findings, boring exploration results along with one recommended solution to replace the existing bridge.

3. Preliminary Design

The **Consultant** will identify the applicable design standards to be used for this project and will establish project-specific design criteria in accordance with the [NYSDOT Project Development Manual](#)² and the NYSDOT Procedures for Locally Administered Federal Aid Projects Manual.

The **Sponsor** will approve the selected project design criteria.

¹ https://www.dot.ny.gov/divisions/engineering/structures/repository/manuals/brman_4th_edition

² <https://www.dot.ny.gov/divisions/engineering/design/dgab/pdm>

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

The **Consultant** will identify and make rudimentary two (2) evaluations of potential design alternative concepts that would meet the County's defined project objective. The two alternatives will not be developed or detailed. The **Consultant** will discuss conceptual recommendations with the County to select the preferred alternative.

4. Environmental Permitting

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

- General Ecology and Endangered Species
- Ground Water
- Surface Water
- State Wetlands
- Federal Jurisdictional Wetlands
- Floodplains
- Historic Resources
- Hazardous Waste
- Asbestos
- Farmlands
- Invasive Species
- Visual Impacts
- Critical Environmental Areas
- Smart Growth

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

- Article 24 Freshwater Wetlands Permit
- FHWA Executive Order 11990 Wetlands Finding
- U.S. Army Corps of Engineers Section 404 Permit (Individual or Nationwide)
- NYSDEC Section 401 Water Quality Certification
- NYSDEC Article 15 Protection of Waters Permit

The **Consultant** shall prepare the required applications forms.

Assume that a Joint Application will be prepared for submission to the NYSDEC and USACOE.

5. Right-of-Way – by Chemung County

- Assume 3 properties will be impacted by the project.
- Assume 3 properties will have a TE acquisition.
- Assume all acquisitions will be valued less than or equal to \$10,000.
- Assume acquisition maps will be provided by others.
- Assume recording fees will be waived by Chemung County Clerk
- Estimate **3** acquisition map reviews.

6. Final Design

The **Consultant** will develop the approved design alternative to the ADP stage following the applicable criteria in the NYSDOT Highway Design Manual. At this stage, all plans, specifications, estimates and other associated materials will be 90% complete.

Advance Detail Plans will be in accordance with Chapter 21 of the NYSDOT Highway Design Manual.

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

Upon review of the ADP set, the **Sponsor** will provide the **Consultant** with final comments. The **Consultant** will address final comments and resubmit the final set to the **Sponsor**.

The **Consultant** will coordinate with affected utility companies to ensure the timely relocation of utility poles and appurtenances. The **Consultant** will assist the **Sponsor** in preparing any necessary agreements with utility companies.

7. Estimate

The **Consultant** will develop, provide, and maintain the construction cost estimate for the proposed solution.

8. Specifications

The **Consultant** will prepare a complete set of specifications according to the NYSDOT standard and special specifications.

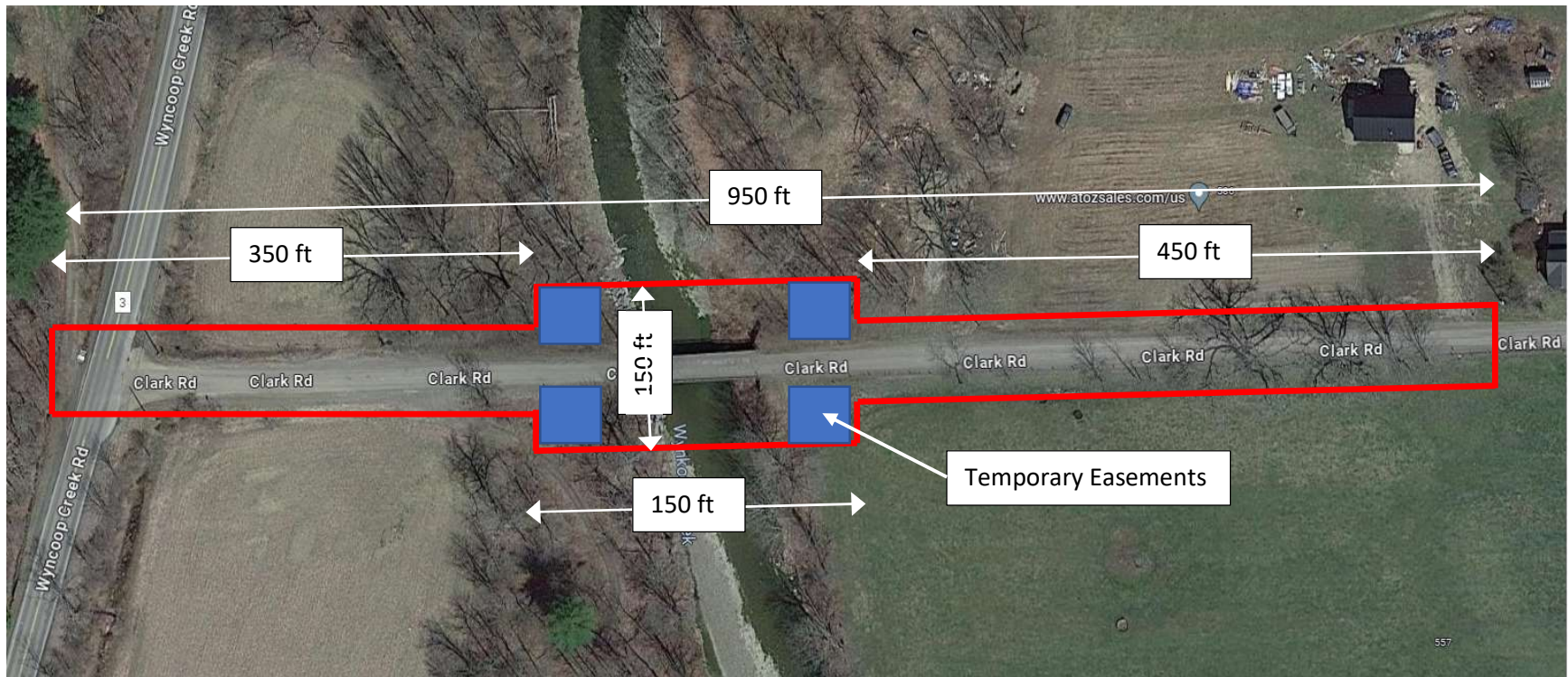
9. Plans, Specifications and Estimate Bid Package – Not Applicable

10. Pre-Bid, Bidding & Award - – Not Applicable

10. Estimating and Technical Assumptions

The **Consultant** should use this section to list pertinent information used to help define their work that will be performed and included in the Scope of Services. Items in this section will also be utilized in developing the cost to complete the design services.

- This project assumes that design and construction phases are locally funded by Chemung County. This project assumes no NYSDOT involvement or review.
- Assume 8 hours of field work for drilling observation task.
- Assume 2 borings will be needed for this project.
- Geotechnical Boring length needed is assumed to be 45 ft. Any additional boring length will be considered extra work.
- This project assumes a scour analysis is needed to estimate scour depth at the bridge. Stream bank stabilization beyond 50 ft upstream and downstream of the bridge wingwalls is not considered part of this project.
- Assume no detailed environmental studies are needed.
- Assume 0 utility coordination meetings for this project. Chemung County will coordinate utility relocations with all affected utility companies.
- Assume 1 design alternative will be developed for this project.
- The Survey will be conducted by the County.
- The County will lead the ROW acquisition process.
- The proposed solution will be discussed with the County and documented via email.
- The preliminary design effort will include analyzing one alternative. The preliminary design submission will consist of submitting the following plan sheets:
 - General plan and elevation
 - Profile
 - Excavation plan
- The final plan set will consist of the following plans and details:
 - Cover sheet
 - Detour plan
 - General plan and elevation
 - Profile
 - Typical sections
 - Excavation plan
 - Excavation sections
 - Abutment plan and elevation
 - Abutment reinforcement plans
 - Prestressed beam details
 - Railing plan and details
- Barlists will be provided for the abutments and wingwalls.
- Traffic analysis is not part of the project scope.
- Plans, Specifications and Estimate Bid Package will be added via Supplemental Agreement.
- Pre-Bid, Bidding & Award will be added via Supplemental Agreement.
- Construction inspection and construction support will be added via Supplemental Agreement.



Clark Rd Bridge over Wyncoop Creek (BIN 3331690), Town of Chemung

Chemung County DPW

Survey Limits

GPS Coordinates 42.04592789341642, -76.62327126211491

STAMP_ITEMNUMBER

Clark Rd Bridge over Wyncoop Creek (BIN 3331690), Town of Chemung

Chemung County DPW

Stream Sections

- Stream sections should be taken according to chapter 13 of the NYSDOT Land Surveying Section Standards and Procedures Manual.
- Sections should be taken at both the upstream and downstream faces of the existing bridge, including elevations of the low chord, top of road, faces of abutments.
- Sections should be taken downstream from the proposed bridge location at the following approximate distances: 100 ft.; 200 ft. ; 300 ft. ; 400 ft. ; 500 ft. ; 1000 ft. ; 2000 ft downstream.
- Sections should be taken upstream from the proposed bridge location at the following approximate distances: a distance equal to 50ft. ; 150 ft.; 250 ft. and 550 ft.

STAMP_ITEMNUMBER

"Exhibit B"

Schedule

- The anticipated start date of preliminary design is April 2024.
- The anticipated Letting Date is December 2024.
- The construction completion date will be November/December 2025.

"Exhibit C"

Compensation/Fee Arrangement

Chemung County Department of Public Works
Replacement of Clark Road bridge over Wyncoop Creek

2/29/2024

CHA Consulting, Inc.

JOB TITLE	ASCE (A) OR NICET (N) GRADE	HOURLY CHARGE-OUT RATE			ENGINEER'S OVERTIME
		Unloaded Rates Year 4 (2024)	Multiplier (Overhead & Profit)	Loaded Rates Year 4 (2024)	CATEGORY
					(A, B, or C)
PRINCIPAL	IX (A)	\$ 97.00	2.70	\$261.90	A
MANAGING ENGINEER	VIII (A)	\$ 80.00	2.70	\$216.00	A
SENIOR PRINCIPAL ENGINEER	VII (A)	\$ 80.00	2.70	\$216.00	A
PRINCIPAL ENGINEER	VI (A)	\$ 80.00	2.70	\$216.00	A
SENIOR ENGINEER	V (A)	\$ 62.29	2.70	\$168.18	B
PROJECT ENGINEER	IV (A)	\$ 48.08	2.70	\$129.82	B
ASST PROJECT ENGINEER	III (A)	\$ 39.34	2.70	\$106.22	B
ASSISTANT ENGINEER	II/I (A)	\$ 33.87	2.70	\$91.45	B
PRIN ENG TECH DRAFTER	IV (N)	\$ 48.08	2.70	\$129.82	B
SR ENGR TECH DRAFTER	III (N)	\$ 40.43	2.70	\$109.16	B/C
ENGR TECH DRAFTER	II (N)	\$ 28.41	2.70	\$76.71	B/C
ASST ENGR TECH DRAFTS	I (N)	\$ 22.95	2.70	\$61.97	C
SENIOR INSPECTOR	II (N)	\$ 43.71	2.50	\$109.28	C
INSPECTOR	III (N)	\$ 40.43	2.50	\$101.08	C
SUPPORT STAFF	NA	\$ 25.13	2.70	\$67.85	C

Notes:

No personnel with higher rates will be used without prior approval by the County

OVERTIME COMPENSATION POLICY

operations & schedule, and only with prior approval of Erie County. Office staff will not work overtime without pre-approval from

Category A - No Overtime Compensation

Category B - Overtime Compensation at straight time rate

Category C - Overtime Compensation at straight time rate x 1.50

STAMP_ITEMNUMB

Exhibit A, Page 2
Staffing Table

Chemung County Department of Public Works
Replacement of Clark Road bridge over Wyncoop Creek

CHA Consulting, Inc.

TITLE	ASCE (A) OR NICET (N) GRADE	Project Familiarization 1.a	Survey & Mapping 1.b	Traffic Data 1.c	Subsurface Investigation 1.d	Bridge Hydraulics 1.e	Bridge Inspection 1.f	Design Report/Design Memo 2	Preliminary Design 3	Environmental Permitting 4	Right-of-Way 5	Final Design 6	Estimate 7	Specifications 8	Plans, Specifications and Estimate Bid Package 9	Pre-Bid, Bidding & Award 10	CONTRACT		
																	TOTAL	HOURLY	
																	HOURS	RATE	AMOUNT
PRINCIPAL	IX (A)																0	\$ 261.90	\$0.00
MANAGING ENGINEER	VIII (A)																0	\$ 216.00	\$0.00
SENIOR PRINCIPAL ENGINEER	VII (A)																0	\$ 216.00	\$0.00
PRINCIPAL ENGINEER	VI (A)				2			4	2	4	2	2	2	2			20	\$ 216.00	\$4,320.00
SENIOR ENGINEER	V (A)					4	8		2	8	2	4	2	2			32	\$ 168.18	\$5,381.86
PROJECT ENGINEER	IV (A)	4	4		16	40	8					40	8	8			128	\$ 129.82	\$16,616.45
ASST PROJECT ENGINEER	III (A)		16		32	16				40		80	8	4			196	\$ 106.22	\$20,818.73
ASSISTANT ENGINEER	II/I (A)				20	16			8	4		40	8				96	\$ 91.45	\$8,779.10
PRIN ENG TECH DRAFTER	IV (N)								8			80					88	\$ 129.82	\$11,423.81
SR ENGR TECH DRAFTER	III (N)											40					40	\$ 109.16	\$4,366.44
ENGR TECH DRAFTER	II (N)																0	\$ 76.71	\$0.00
ASST ENGR TECH DRAFTS	I (N)																0	\$ 61.97	\$0.00
SENIOR INSPECTOR	II (N)																0	\$ 109.28	\$0.00
INSPECTOR	III (N)																0	\$ 101.08	\$0.00
SUPPORT STAFF	NA																0	\$ 67.85	\$0.00
TOTAL HOURS		4	20	0	70	76	16	4	20	56	4	286	28	16	0	0	600		\$71,706.00
TOTAL DL PER TASK		\$ 519	\$2,219	\$-	\$ 7,737	\$ 9,028	\$ 2,384	\$ 864	\$ 2,538	\$ 6,824	\$ 768	\$33,204	\$ 3,388	\$ 2,232	\$ -	\$ -	\$ 71,706		

STAMP_ITEMNUMBER

**Exhibit C
Summary**

**Chemung County Department of Public Works
Replacement of Clark Road bridge over Wyncoop Creek**

CHA Consulting, Inc.

Direct Technical Labor (Contract Charge-out Rates Used- Includes Overhead & Profit)		\$	71,706
Overtime, Premium Portion Only			\$0
Direct Non-Salary Costs (Estimated Subject to Audit)			\$829
Subcontractor's Cost (Estimated)		\$	14,000
TBD (Soil Borings)	\$	14,000	
Subconsultant's Cost		\$	-
Survey by Chemung County	\$	-	
ROW by Chemung County	\$	-	
TOTAL ESTIMATED COST		\$	<u>86,535</u>
MAXIMUM AMOUNT PAYABLE			<u>\$87,000</u>

STAMP_ITEMNUMB



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution awarding various bids on behalf of the Chemung County Department of Public Works (RFB-2632 Time & Materials General Construction)

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

DPW requests the Executive approve and the Legislature Award RFB-2632 Time & Materials General Construction Bid to various bidders on behalf of the DPW.

Bidders are:

Edger Enterprises
Wenzel Construction
Swarthout Recycling
Silverline Construction

Total projected usage of this Time & Materials contract is \$700,000.

Fuds are budgeted in the 2024 Capital Plan, and will be submitted to various state funding sources for reimbursement, including CHIPS.

Please contact me with any questions.

Thank you.

Regards,
Andy Avery

Vendor/Provider 4 Awardees - See Attached PDF

Term	1 Year + 1 Year Extension	Total Amount	\$700,000	Prior Amount	0
------	---------------------------------	--------------	-----------	--------------	---

Local Share	100% -	State Share	Will apply for	Federal Share	0
-------------	--------	-------------	----------------	---------------	---

STAMP_ITEMNUMB

\$700,000

CHIPS
reimbursement
as appropriate

Project
Budgeted?

Yes

Funds are in
Account #


CREATION:

Date/Time:	Department:
4/4/2024 3:43:15 PM	County Executive

APPROVALS:

Date/Time:	Approval:	Department:	
4/4/2024 3:45 PM	Approved	County Executive	
4/9/2024 9:32 AM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
 RFB-2632 Time Material General Construction Bid Tab (Prioritized) (5).pdf	RFB-2632 Time Material General Construction Bid Tab (Prioritized)	Cover Memo

STAMP_ITEMNUMB

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT RFB-2632 Time & Material General Construction Services																																				
Bid Opening: March 28, 2024																																				
Bidders		Wenzel Landscaping LLC						Edger Enterprises						Swarthout Recycling *						Silverline Construction **																
Surety		Ck \$500.						Bid Bond						Ck \$500.						Bid Bond																
Section A.6.1 - Time & Material General Consturction Services																																				
Project Mobilization																																				
Item	Description	Unit																																		
6.1	Project Mobilization	Lump Sum	NA						NA						NA						NA															
**Project Mobilization cost vary; therefore, include these fees in the unit bid pricing.																																				
Section A.6.2 - Time & Material General Construction Services																																				
Construction Staff																																				
Item	Description	Unit	Unit Price						Unit Price						Unit Price						Unit Price															
6.2.1	Foreman	Hour	\$115.00						\$110.00						\$102.00						\$112.75															
6.2.2	Journeyman Carpenter	Hour	\$105.00						\$105.00						\$101.00						\$112.50															
6.2.3	Iron Worker	Hour	\$112.00						\$105.00						\$95.00						\$113.90															
6.2.4	Laborer	Hour	\$99.00						\$100.00						\$85.00						\$109.10															
6.2.5	Equipment Rigger	Hour	\$105.00						\$105.00						\$90.00						\$113.90															
6.2.6	Equipment Operator	Hour	\$130.00						\$140.00						\$120.00						\$150.00															
6.2.7	Truck Driver (included in Truck Rate)	Hour	NA						NA						NA						NA															
6.2.8	Equipment Operator (included in Equipment Rate)	Hour	NA						NA						NA						NA															
6.2.9	Materials Markup Percentage	%	12.5%						15%						10%						15%															
New York State Labor Rates: The Contractor shall pay his employees the prevailing wage rates established by the New York State Department of Labor, for this County. One copy of the Contractor's certified payroll, covering all periods of time in which any work was completed by the Contractor in the County shall be submitted with each Application and Certification for Payment.																																				
Section A.6.3 - Time & Material General Construction Services																																				
Heavy Highway Equipment (Required)							R.6.3.2n										R.6.3.2n										R.6.3.2n								R.6.3.2n	
Unit Class		Manufacturer, Series, Capacity, Ownership, Hours, Condition	Equipment Mobilization Fees	Equipment Mobilization Fees	Equipment Only UNIT PRICE (Per Hour/Day)		Equipment +Operator UNIT PRICE (Per Hour)	Manufacturer, Series, Capacity, Ownership, Hours, Condition	Equipment Mobilization Fees	Equipment Mobilization Fees	Equipment Only UNIT PRICE (Per Hour/Day)		Equipment +Operator UNIT PRICE (Per Hour)	Manufacturer, Series, Capacity, Ownership, Hours, Condition	Equipment Mobilization Fees	Equipment Mobilization Fees	Equipment Only UNIT PRICE (Per Hour/Day)		Equipment +Operator UNIT PRICE (Per Hour)	Manufacturer, Series, Capacity, Ownership, Hours, Condition	Equipment Mobilization Fees	Equipment Mobilization Fees	Equipment Only UNIT PRICE (Per Hour/Day)		Equipment +Operator UNIT PRICE (Per Hour)	Manufacturer, Series, Capacity, Ownership, Hours, Condition	Equipment Mobilization Fees	Equipment Mobilization Fees	Equipment Only UNIT PRICE (Per Hour/Day)		Equipment +Operator UNIT PRICE (Per Hour)					
			In	Out	Hour	Day			In	Out	Hour	Day			In	Out	Hour	Day			In	Out	Hour	Day												
Track Excavator with Thumb (20 Ton)		No information provided	\$200.00	NB	NB	NB	\$190.00	Information available post bid submission	\$300.00	\$300.00	\$85.00	\$680.00	\$225.00	w/bucket Kabelco 260, 50ton, 900hrs, new	\$250.00	\$250.00	NB	NB	\$175.00	Case,cx210D, 1.5yd, own, 1500 hrs, excellent	\$350.00	\$350.00	NB	NB	\$195.00											
Track Excavator with Hammer (20 Ton)		No information provided	\$200.00	NB	NB	NB	\$220.00	Information available post bid submission	\$300.00	\$300.00	\$125.00	\$1,000.00	\$265.00	w/grapple 60ton, new	w/ grapple 60 ton \$250	\$250.00	NB	NB	\$175.00	Case, cx210D, 1.5yd, own 1500 hrs, excellent	\$350.00	\$350.00	NB	NB	\$205.00											
Track Dozer (75 HP)		No information provided	\$200.00	NB	NB	NB	\$200.00	Information available post bid submission	\$300.00	\$300.00	\$75.00	\$600.00	\$215.00	Catapilar D5, good	\$250.00	\$250.00	NB	\$800.00	\$175.00	Case 850M, own, 3500 hrs, excellent	\$300.00	\$300.00	NB	NB	\$182.00											
Tractor Backhoe Loader (75 HP)		No information provided	\$200.00	NB	NB	NB	\$160.00	Information available post bid submission	\$300.00	\$300.00	\$75.00	\$600.00	\$215.00	NB	NB	NB	NB	NB	NB	Case 580, own, 300 hrs, excellent	\$300.00	\$300.00	NB	NB	\$165.00											
Hydraulic Truck Crane (75 Ton)		NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	75-90 ton, Grove TMS9000-2, 115ton, 350hrs, new 2023	NB	NB	NB	NB	\$475.00	Grove GMK 5250L, 80 ton, 3400 hrs, excellent	\$400.00	\$400.00	NB	NB	\$485.00											
Hydraulic Truck Crane (160 Ton)		NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	90-115ton, Grove TMS 9000-2, 115ton 350hrs, new2023	NB	NB	NB	NB	\$550.00	Grove GMK5250L, 80 ton, own, 3400hrs, excellent	\$1,000.00	\$1,000.00	NB	NB	\$510.00											
Rough Terrain Hydraulic Crane (70 Ton)		NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	Link Belt 8050, 50ton, 2500hrs, good	\$300.00	NB	NB	NB	\$400.00	Terex RT665, 65 ton, own, 4425 hrs, good	\$450.00	\$450.00	NB	NB	\$360.00											
Track Excavator with Hammer (20 Ton)		NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB				
Track Dozer (75 HP)		NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB				
Tractor Backhoe Loader (75 HP)		NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB				
Hydraulic Truck Crane (75 Ton)		NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB				
Hydraulic Truck Crane (160 Ton)		NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB				
Motor Grader (200 HP)		No information provided	\$200.00	NB	NB	NB	\$185.00	Information available post bid submission	\$300.00	\$300.00	\$95.00	\$760.00	\$235.00	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB			
Skid Steer (75 HP)		No information provided	\$100.00	NB	NB	NB	\$160.00	Information available post bid submission	\$300.00	\$300.00	\$75.00	\$600.00	\$215.00	No information provided	\$250.00	\$250.00	NA	NA	\$150.00	Case TV450, 3/4yd, own, 80hrs, excellent	\$300.00	\$300.00	NB	NB	\$165.00											
4WD Wheel Loader (4.75cy)		No information provided	\$200.00	NB	NB	NB	\$160.00	Information available post bid submission	\$300.00	\$300.00	\$95.00	\$760.00	\$235.00	50hrs, new2023	\$250.00	\$250.00	NA	NA	\$175.00	Case 721, 3yd, own, 460hrs, excellent	\$300.00	\$300.00	NB	NB	\$170.00											
Dump Truck (6 wheel)		NB	NB	NB	NB	NB	\$145.00	Information available post bid submission	NA	NA	NA	NA	\$150.00	Kenworth Roll Off, 20ton, new2021	NA	NA	NA	NA	\$160.00	Peterbilt 337, own, 5000hrs, excellent	\$130.00	\$130.00	NA	NA	\$120.00											
Dump Truck (10 wheel)		NB	NB	NB	NB	NB	\$155.00	Information available post bid submission	NA	NA	NA	NA	\$165.00	Kenworth Roll Off, 16 ton, new2021	NA	NA	NA	NA	\$150.00	Peterbilt 567, 15cy, own, 9000hrs, excellent	\$130.00	\$130.00	NA	NA	\$130.00											
Vibratory Trench Roller		No information provided	\$100.00	NB	NB	NB	\$120.00	Information available post bid submission	\$300.00	\$300.00	\$45.00	\$360.00	\$185.00	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB			

STAMP_ITEMNUMBER

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT RFB-2632 Time & Material General Construction Services																								
Bid Opening: March 28, 2024																								
Bidders	Wenzel Landscaping LLC						Edger Enterprises						Swarthout Recycling *						Silverline Construction **					
4WD Telehandler/Boom Lift	NB	NB	NB	NB	NB	NB	Information available post bid submission	\$300.00	\$300.00	\$75.00	\$600.00	\$215.00	Grade All, good	\$250.00	\$250.00	NA	\$700.00	\$150.00	Case TX742, 7000lb, own, 7480hrs, good	\$300.00	\$300.00	NB	NB	\$170.00
Asphalt Paver (Small<=8ft)	No information provided	\$200.00	NB	NB	NB	\$275.00	Information available post bid submission	\$300.00	\$300.00	\$250.00	\$2,000.00	\$390.00	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
Asphalt Paver (Large >8ft)	No information provided	\$250.00	NB	NB	NB	\$300.00	Information available post bid submission	\$300.00	\$300.00	\$250.00	\$2,000.00	\$390.00	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
Vibratory Roller (Steel Drum)	No information provided	\$200.00	NB	NB	NB	\$180.00	Information available post bid submission	\$300.00	\$300.00	\$75.00	\$600.00	\$215.00	NB	NB	NB	NB	NB	NB	Hamm, 33inch, own, 1625hrs, excellent	\$300.00	\$300.00	NB	NB	\$170.00
Truck Mounted Rail Post Driver	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	International, Loadstar, own, 11500hrs, good	\$300.00	\$300.00	NB	NB	\$170.00
Additional Equipment added by Bidders																								
Tool Truck	NB	NB	NB	NB	NB	\$40.00	NO ADDITIONAL EQUIPMENT PROVIDED																	
Excavator	1998 John Deere 200, 20 ton	\$200.00	NB	NB	NB	\$180.00																		
Excavator	1995 790E John Deere, 22 ton	\$200.00	NB	NB	NB	\$180.00																		
Vibratory Roller	Cat 535, 10 ton	\$200.00	NB	NB	NB	\$160.00																		
Bulldozer	1998 John Deere 6500	\$200.00	NB	NB	NB	\$160.00																		
Loader	1996 Volvo L70	\$200.00	NB	NB	NB	\$160.00																		
Rubber Track Excavator	1993 Cat 7 ton	\$200.00	NB	NB	NB	\$150.00																		
Crawler Dozer	2001 John Deere 650H	\$200.00	NB	NB	NB	\$160.00																		
Slipform Paver Curb Paver	MBW	\$200.00	NB	NB	NB	\$170.00																		
Roller	Rago 10 ton	\$200.00	NB	NB	NB	\$160.00																		
Dozer	1993 Cat D6H	\$200.00	NB	NB	NB	\$250.00																		
Excavator Wheeled	1995 Badger	\$200.00	NB	NB	NB	\$160.00																		
Dozer	Cat D6GXL Track Type	\$200.00	NB	NB	NB	\$200.00																		
Skid Steer	Case 90XT	\$200.00	NB	NB	NB	\$160.00																		
Excavator	Kobelco 75B	\$200.00	NB	NB	NB	\$180.00																		
Roller	2008 Hamm 6 ton	\$200.00	NB	NB	NB	\$160.00																		
Mount Jaw Breaker crusher	BL Pegson Metrotrak	\$200.00	NB	NB	NB	\$350.00																		
Wheeled Excavator	Cat Wainry Coupler M316	\$200.00	NB	NB	NB	\$180.00																		
Asphalt Drum Compactor	Cat	\$200.00	NB	NB	NB	\$160.00																		
Excavator	Cat 311 CU #CKE01612 11 ton	\$200.00	NB	NB	NB	\$180.00																		
Compaction Equipment	Hamm 3412 S#1601631 Roller 10 ton	\$200.00	NB	NB	NB	\$160.00																		
Mini Hydraulic Excavator	Caterpillar 3055ECR S#FKY003 Medium 5 ton	\$200.00	NB	NB	NB	\$180.00																		
Hydraulic excavator	2010 Caterpillar 325DL S#A3R007 30 ton	\$200.00	NB	NB	NB	\$260.00																		
Backhoe	2003 John Deere	\$200.00	NB	NB	NB	\$160.00																		
Hydroseeder	2005 Easy Lawn	\$200.00	NB	NB	NB	\$200.00																		
track Loader	2006 Bobcat	\$200.00	NB	NB	NB	\$160.00																		
Excavator	2005 Kobel Co 135 13 ton	\$200.00	NB	NB	NB	\$180.00																		
Hydraulic Excavator	2018 Cat 313FLGC S NHDK10317 13 ton	\$200.00	NB	NB	NB	\$190.00																		
Excavator	2019 case CX80C S NDACO80K6NK56B2 262 8 Ton	\$200.00	NB	NB	NB	\$180.00																		
Tractor Dozer	2019 CAT D5K2LGP Track Type S NKY207601	\$200.00	NB	NB	NB	\$180.00																		
Mini Excavator	2020 JCB Model 55Z-1 S#2849708 5 ton	\$200.00	NB	NB	NB	\$160.00																		
Paver	2019 Leeboy 8510E S N 216894	\$300.00	NB	NB	NB	\$300.00																		
Compact Track Loader	2021 Caterpillar 289D3	\$300.00	NB	NB	NB	\$160.00																		
Track Loader	2020 Takeuchi TL12S2CRH S N 412102570	\$300.00	NB	NB	NB	\$160.00																		
Double Drum Asphalt Roller	2019 Case DBV36D S N DDDV36DNKWTN	\$300.00	NB	NB	NB	\$160.00																		

STAMP_ITEMNUMBER

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT RFB-2632 Time & Material General Construction Services																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
Bid Opening: March 28, 2024																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
Bidders		Wenzel Landscaping LLC					Edger Enterprises					Swarthout Recycling *					Silverline Construction **																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
Mini Excavator	2022 JCB 8.5 ton 86C	\$300.00	NB	NB	NB	\$175.00																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						

STAMP_ITEMNUMBER

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT RFB-2632 Time & Material General Construction Services									
Bid Opening: March 28, 2024									
Bidders	Wenzel Landscaping LLC	Edger Enterprises	Swarthout Recycling *	Silverline Construction **					
Hydraulic 300 ton crane				Grove 5250L, 250 ton, own, 3400hrs, excellent	\$1,300.00	\$1,300.00	NB	NB	\$625.00
Field Truck w/tools				Chevr 2500HD 3/4ton, own, excellent	NA	NA	NB	NB	\$45.00
Quantities provided, if provided, are estimated and may increase or decrease									
Contractor shall submit with his bid a descriptive list of identified equipment for use with this contract, including type of equipment, manufacturer, capacity, ownership, hours and condition. Contractor may supplement available equipment list on a separate sheet.									

* missing seal on waiver of immunity, missing question on EO Form (received)
** missing notary signature on Sexual Harassment Form (received)