



**MINUTES OF MEETING**  
**Highway Committee**  
**March 4, 2024**  
**7:00 PM**

## **I. COMMUNICATIONS**

Minutes of a meeting of the Highway Committee of the Chemung County Legislature held in the Hazlett Building, 5<sup>th</sup> Floor, 203 Lake Street, Elmira, New York on Monday, March 4, 2024.

Members present: Rodney Strange (Chairman), James Palmer, Steven Pickering, John Burin, Brent Stermer

Officials present: Lawana Morse, Michael Saglibene, L. Thomas Sweet, Joseph Brennan, Mark Margeson, Joe Donovan, Martin Chalk, William McCarthy, Scott Drake, Michael Smith, Bryan Maggs, Brian Hart, Pete Buzzetti

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

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

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

Motion made by James Palmer, seconded by John Burin, and Passed with a vote of 5-0, awarding various bids for materials and services on behalf of the Chemung County Department of Public Works (2024-2025).

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

Motion made by James Palmer, seconded by John Burin, and Passed with a vote of 5-0, awarding various bids for Medium & Heavy Duty Vehicle Repair Parts on behalf of the Chemung County Department of Public Works (RFB-2583).

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

Motion made by James Palmer, seconded by John Burin, and Passed with a vote of 5-0, authorizing application for and acceptance of Bridge New York 2023 funding from the New York State Department of Transportation on behalf of the Chemung County Department of Public Works.

4. Resolution awarding bid to Beavers Petroleum on behalf of the Chemung County Department of

### Public Works (RFB-2581Fuel Equipment and Services)

Motion made by James Palmer, seconded by John Burin, and Passed with a vote of 5-0, awarding bid to Beavers Petroleum on behalf of the Chemung County Department of Public Works (RFB-2581Fuel Equipment and Services).

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

Mr. Brennan asked if there is a possibility that a GPS navigation app could get confused directing a vehicle traveling on County Route 86 or I86 due to the close proximity of these roads.

Motion made by James Palmer, seconded by John Burin, and Passed with a vote of 5-0, designating new highway alignment as an extension of County Route 86 (from CR86 to NYS Route 13).

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

Motion made by James Palmer, seconded by John Burin, and Passed with a vote of 5-0, authorizing Supplemental Agreement #1 with Barton and Loguidice on behalf of the Chemung County Department of Public Works (CR23 Dry Brook Road Bridge).

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

Motion made by James Palmer, seconded by John Burin, and Passed with a vote of 5-0, renewing Purchase Agreement with Chemung Supply on behalf of the Chemung County Department of Public Works.

### **III. OLD BUSINESS**

Mr. Saglibene asked for an update on the status of a request to consider revisions to the New York State Office of General Services (NYOGS) contacts approval process to expedite the process.

### **IV. NEW BUSINESS**

### **V. ADJOURNMENT**

The meeting was adjourned on the motion made by Mr. Brennan, seconded by Mr. Drake. Motion Carried.



## 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):

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

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

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

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

\$1,040,000 Estimated

State share- 100%

Varies in fund 20 op accts & approved cap budget

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

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

(1) Wilbri and (2) Beam Mack

1 year + 1 year Extension Possible

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

Funds are budgeted in account 21-5130-50406.33

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

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

RFB 2600 Crack Sealing

RFB 2602 Cold Milling

RFB 2617 Iron Castings

RFB 2618 Cold Mix Pavements

RFB 2619 Polypropylene Manhole Covers

RFB 2620 Hot Mix Asphalt (FOB)

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

These costs are in the approved 2024 DPW Capital Budget.

Some costs will be Reimbursable through State Highway

1 Year plus 1 Year extension with County Authorization

100%local share

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

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

Thanks,

Andy Avery

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

#### **CREATION:**

Date/Time:	Department:
1/29/2024 11:56:51 AM	County Executive

#### **APPROVALS:**

Date/Time:	Approval:	Department:	
2/20/2024 12:24 PM	Approved	County Executive	
2/29/2024 9:48 PM	Approved	Legislature Chairman	

#### **ATTACHMENTS:**

Name:	Description:	Type:
<a href="#">2024 DPW Materials Services Bids - Results of New Bids January Submisison .pdf</a>	DPW Materials Services Bid	Cover Memo
<a href="#">RFB-2596 De-Icing Sand 2024 - 2025 Bid Tab (1).pdf</a>	De-icing Sand	Cover Memo
<a href="#">RFB-2590 TREE AND STUMP REMOVAL 2024-2025 Bid Tab (2).pdf</a>	Tree & Stump Removal	Cover Memo
<a href="#">RFB-2594 Equipment Rental 2024 - 2025 Bid Tab.pdf</a>	Equipment Rental	Cover Memo
<a href="#">RFB-2588 Concrete Box Culverts 2024-2025 Bid Tab (1).pdf</a>	Concrete Box Culverts	Cover Memo
<a href="#">RFB-2587 Geosynthetics Bid Tab (1).pdf</a>	Geosynthetics Bid	Cover Memo
<a href="#">RFB-2589 Galvanized Railings.pdf</a>	Galvanized Railings	Cover Memo
<a href="#">RFB-2584 Sidewalks and Curbs 2024-2025 Bid Tab.pdf</a>	Sidewalks & Curbs	Cover Memo
<a href="#">RFB-2582 Highway Ditching 2024- 2025 Bid Tab 002 .pdf</a>	Highway Ditching	Cover Memo
<a href="#">RFB-2566 OEM Repair Parts bid tab Highlighted (1).pdf</a>	OEM Repair bid tab Highlighted	Backup Material
<a href="#">RFB Approval and Estimated Expenses Submittal 3 - DPW 2024 (2).pdf</a>	RFB Approval	Cover Memo
<a href="#">RFB-2600 Crack Sealing 2024-2025 Bid Tab.pdf</a>	Crack Sealing	Cover Memo
<a href="#">RFB-2617 Iron Castings Bid Tab.pdf</a>	Iron Castings	Cover Memo
<a href="#">RFB-2618 Cold Mix Pavements Bid Tab.pdf</a>	Cold Mix	Cover Memo

<a href="#">RFB-2619 Polypropylene Manhole Covers bid tab.pdf</a>	Polypropylene Manhole	Cover Memo
<a href="#">RFB-2620 Hot Mix Asphalt FOB 2024-2025 .pdf</a>	Hot Mix	Cover Memo
<a href="#">RFB-2602 Cold Milling Bid Tab.pdf</a>	Cold Mining	Cover Memo

2024 Materials and Services Bids - Results and Recommendations  
Updated: 1/10/2024

NEW BIDS			SOLE	RECOMMENDED VENDORS FOR AWARD (1 TO 3)			VENDORS NOT RECOMMENDED FOR AWARD (1-3)			ESTIMATED 2024 or	
RFB	DESCRIPTION	DATE OPENED	BIDDER	VENDOR 1	VENDOR 2	VENDOR 3	VENDOR 1	VENDOR 2	VENDOR 3	HISTORICAL ANNUAL EXPENSES	
2582	Highway Ditching	12/7/2024	☑	Wenzel Landscaping	-	-	-	-	-	\$	50,000.00
2584	Sidewalks and Curbs	12/7/2023		Bothar Construction	Renko Tree Service	-	Wenzel Contracting	Yard Wolves	-	\$	50,000.00
2587	Geosynthetics	12/12/2023	☑	Chemung Supply	-	-	-	-	-	\$	35,000.00
2588	Concrete Box Culverts	12/15/2023		Zeiser Wilbert Vault	Jefferson Concrete	-	-	-	-	\$	400,000.00
2589	Galvanized Railings	12/12/2023	☑	Chemung Supply	-	-	-	-	-	\$	150,000.00
2590	Tree and Stump Removal	12/21/2023		Angry Loraxe	Renko Tree Service		Adirondack Tree Surg.	Jon Friedt	Tree Worx LLC	\$	50,000.00
2594	Equipment Rentals with Operator	12/21/2023		No bids received. Will work from quotes, or if needed due to extent of work, will rebid.			-	-	-	\$	65,000.00
2594	Equipment Rentals without Operator	12/21/2023		Sunbelt, Herc Rental, Monroe Tractor, Cher Rental, and Vantage/Alta - Low Bid depends on Equipment Rented and Availabilty from Vendor.						\$	40,000.00
2596	De-Icing Sand (Highway/Delivered)	12/19/2023	☑	FS Lopke Contracting Inc	-	-	-	-	-	\$	50,000.00
2596	De-Icing Sand (Highway/FOB)	12/19/2023		FS Lopke Contracting Inc	Austin Sand & Gravel	Dalrymple Gravel & Contr.	(NOTE: Due to Distance, County will likely use Austin)			\$	150,000.00
2596	De-Icing Sand (Airport)	12/19/2023	☑	Dalrymple	-	-	-	-	-	Not used by County DPW	
DPW New Bids Total:										\$	1,040,000.00

\* Generally emergency work

\* Used by Airport

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

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

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

Bid Opening: December 19,2023

**FAA Approved De-Icing Sand**

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



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

Bid Opening: December 21, 2023

Bidder	*Adirondack Tree Surgeons Inc	**Angry Loraxe	***Jon Friedt	****Renko Tree Service	*****Tree Worx LLC
Addendum 1	Yes	YES	NO	No	No
Addendum 2	Yes	YES	NO	No	No
Surety	Check 015111764	Check 00-30525513	Check 0000725972	Check 100195849	Check 0519

Bid Item A: Tree and Stump Removal (Contractor to remove and dispose of all wood and debris)		TOPS Remove tree to below utility line	TREES Tree Removal to Stump only	TREE/STUMP Tree Removal Including Stump	TOPS Remove tree to below utility line	TREES Tree Removal to Stump only	TREE/STUMP Tree Removal Including Stump	TOPS Remove tree to below utility line	TREES Tree Removal to Stump only	TREE/STUMP Tree Removal Including Stump	TOPS Remove tree to below utility line	TREES Tree Removal to Stump only	TREE/STUMP Tree Removal Including Stump	TOPS Remove tree to below utility line	TREES Tree Removal to Stump only	TREE/STUMP Tree Removal Including Stump
Bid Item A	Tree Size (Diameter)	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
A.1.	Up to 18"	\$552.00	\$752.00	\$990.00	\$500.00	\$1,199.00	\$1,384.00	\$1,900.00	\$1,900.00	\$2,400.00	\$450.00	\$1,500.00	\$1,650.00		\$1,450.00	\$1,650.00
A.2.	18.1" to 24"	\$1,545.00	\$1,995.00	\$2,455.00	\$675.00	\$1,699.00	\$2,049.00	\$2,300.00	\$2,300.00	\$2,800.00	\$675.00	\$1,950.00	\$2,300.00	\$1,400.00	\$1,950.00	\$2,250.00
A.3.	24.1" to 30"	\$2,675.00	\$3,370.00	\$4,070.00	\$850.00	\$2,399.00	\$2,749.00	\$2,600.00	\$2,600.00	\$3,000.00	\$840.00	\$2,400.00	\$2,800.00	\$1,600.00	\$2,450.00	\$2,850.00
A.4.	30.1" to 36"	\$3,785.00	\$4,485.00	\$5,085.00	\$950.00	\$2,699.00	\$3,299.00	\$2,900.00	\$2,900.00	\$3,400.00	\$940.00	\$2,700.00	\$3,300.00	\$1,800.00	\$2,950.00	\$3,550.00
A.5.	36.1" to 42"	\$5,750.00	\$6,275.00	\$6,880.00	\$1,075.00	\$3,099.00	\$3,699.00	\$3,100.00	\$3,100.00	\$3,600.00	\$1,850.00	\$3,000.00	\$3,800.00	\$2,500.00	\$3,450.00	\$3,950.00
A.6.	42.1" to 48"	\$6,995.00	\$7,540.00	\$8,050.00	\$1,175.00	\$3,399.00	\$3,999.00	\$3,500.00	\$3,500.00	\$4,000.00	\$2,000.00	\$3,100.00	\$4,100.00	\$3,200.00	\$3,950.00	\$4,450.00
A.7.	48.1" to 54"	\$8,050.00	\$8,565.00	\$9,055.00	\$1,275.00	\$3,699.00	\$4,299.00	\$4,000.00	\$4,000.00	\$4,500.00	\$2,275.00	\$4,000.00	\$4,300.00	\$3,450.00	\$4,450.00	\$4,850.00
Total for Tops		\$29,352.00			\$6,500.00			\$20,300.00			\$9,030.00			\$13,950.00		
Total for Trees		\$32,982.00			\$18,193.00			\$20,300.00			\$18,650.00			\$20,650.00		
Total for Tree/Stumps		\$36,585.00			\$21,478.00			\$23,700.00			\$22,250.00			\$23,550.00		

Disposal of tree and stump debris at an approved disposal site is the sole responsibility of the Contractor. Wood is not guaranteed to the Contractor, as the adjacent property owner fronting the tree reserves the right to keep any or all of the wood at no additional cost to the contracting municipality or property owner. Including restoration of the disturbed areas.

A.8. Total Gross Sum of Bid (Tops + Trees + Trees/Stumps)	\$98,919.00	\$46,171.00	\$64,300.00	\$49,930.00	\$58,150.00
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Bid Item B: Tree and Stump Removal (Municipality to pick up and dispose of all stacked wood and debris)		TOPS Remove tree to below utility line	TREES Tree Removal to Stump only	TREE/STUMP Tree Removal Including Stump	TOPS Remove tree to below utility line	TREES Tree Removal to Stump only	TREE/STUMP Tree Removal Including Stump	TOPS Remove tree to below utility line	TREES Tree Removal to Stump only	TREE/STUMP Tree Removal Including Stump	TOPS Remove tree to below utility line	TREES Tree Removal to Stump only	TREE/STUMP Tree Removal Including Stump	TOPS Remove tree to below utility line	TREES Tree Removal to Stump only	TREE/STUMP Tree Removal Including Stump
Bid Item B	Tree Size (Diameter)	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
B.1.	Up to 18"	\$502.00	\$702.00	\$940.00	\$400.00	\$799.00	\$984.00	\$1,000.00	\$1,000.00	\$1,238.00	\$375.00	\$900.00	\$1,100.00	\$1,050.00	\$1,200.00	\$1,400.00
B.2.	18.1" to 24"	\$1,495.00	\$1,945.00	\$2,405.00	\$460.00	\$1,099.00	\$1,449.00	\$1,200.00	\$1,238.00	\$1,238.00	\$450.00	\$1,200.00	\$1,600.00	\$1,550.00	\$1,400.00	\$1,800.00
B.3.	24.1" to 30"	\$2,575.00	\$3,270.00	\$3,970.00	\$500.00	\$1,299.00	\$1,649.00	\$1,238.00	\$1,238.00	\$1,238.00	\$500.00	\$1,500.00	\$1,900.00	\$1,800.00	\$1,800.00	\$2,200.00
B.4.	30.1" to 36"	\$3,685.00	\$4,385.00	\$4,985.00	\$560.00	\$1,579.00	\$2,179.00	\$1,238.00	\$1,238.00	\$1,238.00	\$550.00	\$1,700.00	\$2,400.00	\$2,250.00	\$2,200.00	\$2,600.00
B.5.	36.1" to 42"	\$5,600.00	\$6,125.00	\$6,730.00	\$640.00	\$1,819.00	\$2,419.00	\$1,238.00	\$1,238.00	\$1,238.00	\$640.00	\$1,900.00	\$2,700.00	\$2,550.00	\$2,600.00	\$3,000.00
B.6.	42.1" to 48"	\$6,845.00	\$7,390.00	\$7,900.00	\$700.00	\$1,999.00	\$2,599.00	\$1,238.00	\$1,395.00	\$1,238.00	\$690.00	\$2,100.00	\$2,850.00	\$2,750.00	\$3,000.00	\$3,400.00
B.7.	48.1" to 54"	\$7,850.00	\$8,365.00	\$8,855.00	\$760.00	\$2,179.00	\$2,779.00	\$1,238.00	\$1,395.00	\$1,238.00	\$750.00	\$2,500.00	\$3,000.00	\$2,950.00	\$3,400.00	\$3,800.00
Total for Tops		\$28,552.00			\$4,020.00			\$8,390.00			\$3,955.00			\$14,900.00		
Total for Trees		\$32,182.00			\$10,773.00			\$8,742.00			\$11,800.00			\$15,600.00		
Total for Tree/Stumps		\$35,785.00			\$14,058.00			\$8,666.00			\$15,550.00			\$18,200.00		

Disposal of tree and stump debris at an approved disposal site is the sole responsibility of the Contractor. Wood is not guaranteed to the Contractor, as the adjacent property owner fronting the tree reserves the right to keep any or all of the wood at no additional cost to the contracting municipality or property owner. Including restoration of the disturbed areas.

B.8. Total Gross Sum of Bid (Tops + Trees + Trees/Stumps)	\$96,519.00	\$28,851.00	\$25,798.00	\$31,305.00	\$48,700.00
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Bid Item C: Stump Removal (Contractor to remove and dispose of all wood and debris)		STUMPS Stump Removal			STUMPS Stump Removal			STUMPS Stump Removal			STUMPS Stump Removal			STUMPS Stump Removal		
Bid Item C	Tree Size (Diameter)	Unit Price			Unit Price			Unit Price			Unit Price			Unit Price		
C.1.	Up to 18"	\$595.00			\$185.00			\$800.00			\$300.00			\$200.00		
C.2.	18.1" TO 30"	\$990.00			\$350.00			\$1,400.00			\$500.00			\$350.00		
C.3.	30.1" TO 48"	\$1,495.00			\$600.00			\$2,500.00			\$700.00			\$650.00		
Total for Stumps		\$3,080.00			\$1,135.00			\$4,700.00			\$1,500.00			\$1,200.00		

Disposal of tree and stump debris at an approved disposal site is the sole responsibility of the Contractor. Wood is not guaranteed to the Contractor, as the adjacent property owner fronting the tree reserves the right to keep any or all of the wood at no additional cost to the contracting municipality or property owner. Including restoration of the disturbed areas.

C.4 Total Gross Sum of Bid (Stumps)	\$3,080.00	\$1,135.00	\$4,700.00	\$1,500.00	\$1,200.00
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CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT  
RFB-2590 Tree and Stump Removal (2024-2025)

Bid Opening: December 21, 2023

Bidder	*Adirondack Tree Surgeons Inc	**Angry Loraxe	***Jon Friedt	****Renko Tree Service	*****Tree Worx LLC
Addendum 1	Yes	YES	NO	No	No
Addendum 2	Yes	YES	NO	No	No
Surety	Check 015111764	Check 00-30525513	Check 0000725972	Check 100195849	Check 0519
Bid Item D: Tree and Stump Removal – Hourly Rates (Contractor to remove and dispose of all wood and debris)		Unit Hourly Price (Base the bid on 16 hours of emergency work and 40 hours of non-emergency work)	Unit Hourly Price (Base the bid on 16 hours of emergency work and 40 hours of non-emergency work)	Unit Hourly Price (Base the bid on 16 hours of emergency work and 40 hours of non-emergency work)	Unit Hourly Price (Base the bid on 16 hours of emergency work and 40 hours of non-emergency work)
Bid Item D	Work Type	Unit Price	Unit Price	Unit Price	Unit Price
D.1.	Emergency Work	\$6,450.00	\$1,000.00	\$10,000.00	\$975.00
D.2.	Non-Emergency Work	\$3,990.00	\$750.00	\$4,000.00	\$700.00
Total for Hourly Work		\$10,440.00	\$1,750.00	\$14,000.00	\$1,675.00
Disposal of tree and stump debris at an approved disposal site is the sole responsibility of the Contractor. Wood is not guaranteed to the Contractor, as the adjacent property owner fronting the tree reserves the right to keep any or all of the wood at no additional cost to the contracting municipality or property owner. Including restoration of the disturbed area.					
D.3 Total Gross Sum of Bid (Hourly)		\$10,440.00	\$1,750.00	\$14,000.00	\$1,675.00
Grand Total of ALL ITEMS (A+B+C+D)		\$208,958.00	\$77,907.00	\$108,798.00	\$84,410.00
					\$109,850.00

\*Missing answer on question 2 and 2A on the EEO  
\*\*Missing answer on question 2A on the EEO  
\*\*\*Missing a seal on the waiver and Date on Iranian Divestment and Notary on Sexual Harrasement  
\*\*\*\*Missing seal on waiver  
\*\*\*\*\*Missing seal on waiver and email address on the form for submission of bid

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT																						
RFB-2594 Equipment Rental (2024-2025)																						
Bid Opening: December 21, 2023																						
Bidder		*Alta Equipment				**Cher Rental Inc				***HERC Rentals Inc				****Monroe Tractor Inc				*****Sunbelt Procurment				
Addendum #1		No				Yes				Yes				Yes				Yes				
Addendum #2		No				Yes				No				Yes				Yes				
Surety		No				Check 355396				Bid Bond				Bid Bond				Bid Bond				
Equipment Rental Rate <u>without Operator</u>																						
Item	Description	HR	Day	Week	Month	HR	Day	Week	Month	HR	Day	Week	Month	HR	Day	Week	Month	HR	Day	Week	Month	
A	Skid Steer	N/B	N/B	N/B	\$5,350.00	N/B	N/B	\$800.00	\$2,400.00	\$725.00	\$725.00	\$1,050.00	\$2,010.00	N/B	\$350.00	\$997.50	\$2,610.00	N/B	\$480.00	\$1,250.00	\$3,000.00	
B.3	4WD Wheel Loader (3.0 CY)	N/B	N/B	N/B	\$6,950.00	N/B	N/B	\$1,500.00	\$4,350.00	\$1,190.00	\$1,190.00	\$2,350.00	\$5,720.00	N/B	\$500.00	\$1,425.00	\$4,050.00	N/B	N/B	N/B	N/B	
B.4	4WD Wheel Loader (4.0 CY)	N/B	N/B	N/B	\$10,575.00	N/B	N/B	\$1,850.00	\$5,500.00	\$3,840.00	\$3,840.00	\$5,300.00	\$12,000.00	N/B	\$800.00	\$2,327.50	\$6,570.00	N/B	N/B	N/B	N/B	
C.D5	Track-Type Dozer (D5M)	N/B	N/B	N/B	N/B	N/B	N/B	\$1,450.00	\$3,800.00	\$3,695.00	\$3,695.00	\$4,660.00	\$7,400.00	N/B	\$550.00	\$1,543.75	\$4,365.00	N/B	N/B	N/B	N/B	
C.D6	Track-Type Dozer (D6R)	N/B	N/B	N/B	N/B	N/B	N/B	\$2,200.00	\$6,500.00	\$3,800.00	\$3,800.00	\$4,940.00	\$8,000.00	N/B	\$795.00	\$2,232.50	\$6,295.50	N/B	N/B	N/B	N/B	
D.G	Hydraulic Tracked Excavator-with claw type with thumb & 42" bucket	N/B	N/B	N/B	\$8,990.00	N/B	N/B	\$2,000.00	\$6,000.00	\$3,925.00	\$3,925.00	\$5,500.00	\$8,250.00	N/B	\$695.00	\$1,947.50	\$5,490.00	INCLUDES ONE BUCKET	\$685.00	\$2,400.00	\$7,185.00	
D.H	42" bucket attachment with quick coupler	N/B	N/B	N/B	Included with D.G.	N/B	N/B	N/B	N/B	\$50.00	\$50.00	\$120.00	\$345.00	N/B	N/B	N/B	N/B	N/B	\$60.00	\$200.00	\$600.00	
D.I.	Hydraulic Hammer for use on 200 Series Excavator	N/B	N/B	Add to D.G.	\$5,500.00	N/B	N/B	\$2,175.00	\$6,500.00	\$1,385.00	\$1,385.00	\$2,850.00	\$6,050.00	N/B	\$700.00	\$1,995.00	\$5,670.00	N/B	N/B	N/B	N/B	
E.HR	Rubber Tire Excavator	N/B	N/B	N/B	\$9,850.00	N/B	N/B	N/B	N/B	\$4,630.00	\$4,630.00	\$7,490.00	\$14,500.00	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
F.HR	Vibratory Highway Drum Roller 32"	N/B	N/B	(84")	\$8,300.00	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$550.00	\$1,496.25	\$4,230.00	N/B	\$300.00	\$765.00	\$2,050.00	
F.TR	Vibratory Trench Roller	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$900.00	\$900.00	\$1,395.00	\$2,430.00	N/B	\$400.00	\$900.00	\$1,980.00	N/B	\$450.00	\$1,050.00	\$2,295.00	
H.35	Boom Lifts (35-ft)	N/B	N/B	N/B	N/B	N/B	N/B	\$500.00	\$1,500.00	\$850.00	\$850.00	\$1,510.00	\$2,250.00	N/B	N/B	N/B	N/B	45' STR MAN LIFT	\$350.00	\$950.00	\$1,850.00	
I.60	Boom Lifts (60-ft)	N/B	N/B	N/B	N/B	N/B	N/B	\$1,075.00	\$3,200.00	\$900.00	\$900.00	\$1,525.00	\$3,000.00	N/B	N/B	N/B	N/B	65' STR MAN LIFT	\$500.00	\$1,100.00	\$2,350.00	
J.70	Boom Lifts (70-ft)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$1,305.00	\$1,305.00	\$2,270.00	\$4,695.00	N/B	N/B	N/B	N/B	85' STR MAN LIFT	\$650.00	\$1,750.00	\$3,850.00	
K	Road Widener with 10ft spread	N/B	N/B	(8 FT)	\$13,000.00	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
L	Portable Crushing Plant	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$8,545.25	\$25,175.00	N/B	N/B	N/B	N/B	
Equipment Rental Rate <u>with Operator</u>																						
Item	Description	HR	Day	Week	Month	HR	Day	Week	Month	HR	Day	Week	Month	HR	Day	Week	Month	HR	Day	Week	Month	
A	Skid Steer (Case SV340)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
B.3	4WD Wheel Loader (3.0 CY)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
B.4	4WD Wheel Loader (4.5CY)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
C.D5	Track-Type Dozer (D5M)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
C.D6	Track-Type Dozer (D6R)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
D.G	Hydraulic Tracked Excavator-with claw type with thumb & 42" bucket	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
D.H	42" bucket attachment with quick coupler	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
D.I.	Hydraulic Hammer Drum Roller 32"	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
E.HR	Rubber Tire Excavator	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
F.HR	Vibratory Highway Drum Roller 32"	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
F.TR	Vibratory Trench Roller 32"	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
G.275	Hydraulic Cranes (275-Ton)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
G.200	Hydraulic Cranes (200-Ton)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
G.165	Hydraulic Cranes (165-Ton)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
G.135	Hydraulic Cranes (135-Ton)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
G.115	Hydraulic Cranes (115-Ton)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
G.50	Hydraulic Cranes (50-Ton)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
	Additional Crane Rigger/Signal Person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
	Counterweight Truck	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
H.35	Boom Lifts (35-ft)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
I.60	Boom Lifts (60-ft)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
J.70	Boom Lifts (70-ft)	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
K	Road Widener with 10ft spread	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
L	Portable Crushing Plant	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	
M	Mobile Telescopic Crane	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	

\*Missing 2A on the EEO, Line F.HR NOTED THAT QUOTE IS FOR 84"

\*\*Missing signature on the Iranian

\*\*\*Missing Notary Signature on Sexual Harrasment and Seal on Waiver

\*\*\*\*Sexual Harrasment Form Incomplete, Waiver missing seal, EEO 2A unanswered, missing the Iranian form

\*\*\*\*\*Added language on the waiver and the submission of bid

Bidders Jefferson Concrete Corporation	Bidders Zeiser Wilbert Vault Inc
Addendum(s) N/A	Addendum(s) N/A

FOUR SIDED BOX CULVERTS - (\$/LF) (INSIDE DIMENSIONS)													FOUR SIDED BOX CULVERTS - (\$/LF) (INSIDE DIMENSIONS)													
ITEM NO. CC706.B(x)*	WIDTH (ft)												ITEM NO. CC706.B(x)*	WIDTH (ft)												
	4	5	6	7	8	9	10	12	14	16	18	20		4	5	6	7	8	9	10	12	14	16	18	20	
H																										
E	4	\$1,338.00	\$1,374.00	\$1,399.00	\$1,428.00	\$1,507.00	\$1,540.00	\$1,769.00	\$1,881.00	\$2,162.00	\$2,296.00	\$2,585.00	\$3,018.00	4	\$1,042.00	\$1,082.00	\$1,194.00	\$1,242.00	\$1,326.00	\$1,432.00	\$1,589.00	\$1,742.00	\$1,934.00	\$2,078.00	\$2,404.00	\$2,719.00
I	5	\$1,361.00	\$1,396.00	\$1,437.00	\$1,480.00	\$1,714.00	\$1,749.00	\$1,795.00	\$1,911.00	\$2,133.00	\$2,285.00	\$2,699.00	\$2,853.00	5	\$1,125.00	\$1,139.00	\$1,244.00	\$1,373.00	\$1,426.00	\$1,560.00	\$1,668.00	\$1,881.00	\$2,088.00	\$2,240.00	\$2,591.00	\$2,800.00
G	6	\$1,374.00	\$1,436.00	\$1,464.00	\$1,513.00	\$1,757.00	\$1,784.00	\$1,819.00	\$2,047.00	\$2,187.00	\$2,635.00	\$2,881.00	\$3,038.00	6	\$1,215.00	\$1,241.00	\$1,296.00	\$1,434.00	\$1,512.00	\$1,648.00	\$1,768.00	\$1,956.00	\$2,152.00	\$2,352.00	\$2,770.00	\$2,871.00
H	7	\$1,397.00	\$1,446.00	\$1,489.00	\$1,537.00	\$1,779.00	\$1,807.00	\$1,952.00	\$2,116.00	\$2,234.00	\$2,685.00	\$2,888.00	\$3,047.00	7	\$1,300.00	\$1,343.00	\$1,412.00	\$1,494.00	\$1,592.00	\$1,735.00	\$1,874.00	\$2,019.00	\$2,227.00	\$2,540.00	\$2,813.00	\$2,985.00
T	8	\$1,432.00	\$1,672.00	\$1,691.00	\$1,740.00	\$1,808.00	\$1,830.00	\$1,975.00	\$2,195.00	\$2,320.00	\$2,743.00	\$2,883.00	\$3,064.00	8	\$1,391.00	\$1,492.00	\$1,514.00	\$1,554.00	\$1,699.00	\$1,817.00	\$1,908.00	\$2,099.00	\$2,294.00	\$2,616.00	\$2,876.00	\$3,056.00
(ft)	9	\$1,457.00	\$1,671.00	\$1,715.00	\$1,764.00	\$1,836.00	\$1,858.00	\$1,996.00	\$2,388.00	\$2,341.00	\$2,745.00	\$2,905.00	\$3,305.00	9	\$1,447.00	\$1,553.00	\$1,650.00	\$1,678.00	\$1,800.00	\$1,844.00	\$1,970.00	\$2,253.00	\$2,334.00	\$2,720.00	\$2,900.00	\$3,214.00
	10	\$1,673.00	\$1,707.00	\$1,737.00	\$1,898.00	\$1,977.00	\$1,985.00	\$2,210.00	\$2,388.00	\$2,522.00	\$2,922.00	\$3,111.00	\$3,588.00	10	\$1,527.00	\$1,646.00	\$1,728.00	\$1,803.00	\$1,877.00	\$1,952.00	\$2,019.00	\$2,300.00	\$2,406.00	\$2,834.00	\$3,067.00	\$3,392.00

PRECAST CONCRETE (HEAD, TOE & WING) WALL UNITS						PRECAST CONCRETE (HEAD, TOE & WING) WALL UNITS				
ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	NOTES		ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	NOTES
CC706.TW	TOE WALL	LF	\$1,057.00	SEE STANDARD DETAIL SECTION FOR TYPICAL DIMENSIONS		CC706.TW	TOE WALL	LF	\$875.00	SEE STANDARD DETAIL SECTION FOR TYPICAL DIMENSIONS
CC706.HW	HEAD WALL	LF	\$1,098.00	SEE STANDARD DETAIL SECTION FOR TYPICAL DIMENSIONS		CC706.HW	HEAD WALL	LF	\$875.00	SEE STANDARD DETAIL SECTION FOR TYPICAL DIMENSIONS
CC706.WW	WING WALL	SF	\$116.00			CC706.WW	WING WALL	SF	\$102.00	

Binghamton Precast and Supply - regret letter

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

Bid Opening: December 12, 2023

**Sole Bidder**

**Chemung Supply Corp**

**GEOTEXTILES FABRICS**

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

Tencate Mirafi ID#	Bidders Product Name	Product ID#	Available Width (ft)	Available Length (ft)	Area per Roll (sq yd)	Weight per Roll (lb)	Bid Price per sq. yd. Delivered	Bid Price per sq. yd. No Delivery
100X (W)	Hanes	sf-d	3	1,500	500	125	\$0.68	\$340.00
500X (W)	Hanes	65	12ft 6in and 17 ft 6in	432 and 309	600 and 600	210 and 210	.45 and .45	270.00 and 270.00
700X (W)	NB	NB	NB	NB	NB	NB	NB	NB
135N (NW)	NB	NB	NB	NB	NB	NB	NB	NB
140NC (NW)	NB	NB	NB	NB	NB	NB	NB	NB
140N (NW)	Hanes	NO4	12ft 6in	360	500	150	\$0.72	\$360.00
160N (NW)	Hanes	NO6	12ft 6in	360	500	231	\$0.99	\$495.00
170 (NW)	NB							

NOTE: W = Woven NW = Non Woven

**GEOTEXTILE**

Product Name	Length	Width	Area (SY)	Unit Cost	Price Per Roll
WINFAB 800N or equal	12ft 6in	360	500	\$1.40	\$700.00
ADS 0601TS (NW) or equal	12ft 6in	360	500	\$1.15	\$575.00
ADS 0801TS (NW) or equal	12ft 6in	360	500	\$1.45	\$725.00
ADS 570HPTS (W) or equal	15	300	500	\$3.35	\$1,675.00

**GEOMEMBRANE**

Product Name	Length	Width	Area (SY)	Unit Cost	Price Per Roll
POLYGUARD NW-75 or equal	50	3	16.67	\$10.25	\$170.86

**GEO CELLS**

Product Name	Length	Width	Area (SY)	Unit Cost	Price Per Roll
EnviroGrid EGA-20 (6"H) or equal	21ft 4in	8ft 4in	20	\$12.75	\$255.00
EnviroGrid EGA-30 (6"H) or equal	27ft 4in	8ft 4in	25.55	\$10.95	\$279.77
EnviroGrid EGA-40 (6"H) or equal	45ft	8ft 4in	42	\$15.95	\$669.90

**GEO-GRID (BIAXIAL)**

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

Tencate ID#	Product Name	Available Width (ft)	Available Length (ft)	Bid Price Per Sq Yd Delivered	Bid Price Per Sq Yd NO delivery
BXG10	NB	NB	NB	NB	NB
BXG11	TerraGrid B100	12	150	\$2.40	\$2.40
BXG12	TerraGrid B120	12	150	\$3.75	\$3.75
BXG110	TerraGrid RX1100	12ft 6in	328	\$1.30	\$1.30
BXG120	TerraGrid RX1200	12ft 6in	246	\$1.88	\$1.88

# CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT

## RFB-2589 Galvanized Railings (2024-2025)

Opened: December 12, 2023

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

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

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

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

Bid Opening: December 07, 2023

<b>Bidder</b>			<b>Bothar Construction LLC</b>	<b>Nelson &amp; Streeter Construction Co Inc</b>
<b>Surety</b>			<b>500</b>	<b>check 500</b>
<b>Specifications Section B1: Site Preparation and Restoration</b>				
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Unit Price</b>
C201.X	Unclassified Excavation > 6-inch deep (paid for approved undercuts)	CY	\$155.90	\$100.00
C201.XX	Additional Sub-base > 6-inch deep	CY	\$125.00	\$50.00
C201.T18	Tree Removal Size < 18.0" diameter	Each	\$675.00	\$500.00
C201.T24	Tree Removal Size = 18.0" - 24"	Each	\$800.00	\$600.00
C201.T30	Tree Removal Size = 24.1" - 30"	Each	\$900.00	\$900.00
C201.T36	Tree Removal Size = 30.1" - 36"	Each	\$900.00	\$1,200.00
C201.T42	Tree Removal Size = 36.1" - 42"	Each	\$1,675.00	\$1,600.00
C201.T48	Tree Removal Size = 42.1" - 48"	Each	\$1,700.00	\$1,800.00
C201.S18	Remove Stump Size < 18.0"diameter	Each	\$500.00	\$500.00
C201.S24	Remove Stump Size = 18.0" - 24"	Each	\$700.00	\$500.00
C201.S30	Remove Stump Size = 24.1" - 30"	Each	\$900.00	\$500.00
C201.S36	Remove Stump Size = 30.1" - 36"	Each	\$1,200.00	\$500.00
C201.S42	Remove Stump Size = 36.1" - 42"	Each	\$1,700.00	\$500.00
C402.HMA	Additional HMA Pavement (Does not include Restoration costs)	SF	\$26.50	\$15.00
C608.FW	Concrete Flatwork	CY	\$4,395.00	\$3,000.00
C610.TE	Topsoil and Turf Establishment	SY	\$50.12	\$20.00
<b>Sum Section B1 - Unit Prices</b>			<b>\$16,402.52</b>	<b>\$12,285.00</b>
<b>List of Tree and Stump Removal Equipment is Enclosed:</b>			<b>Yes</b>	<b>No</b>
<b>OR</b>				
<b>Name of Tree and Stump Removal Contractor:</b>			<b>Bothar Construction LLC</b>	<b>Renko Tree Services</b>
<b>Company Address:</b>			<b>170 East Service Road Binghamton, NY 1301</b>	<b>94 Industrial Park Blvd Elmira, NY 14905</b>
<b>Contact Person:</b>			<b>Jason O'Brien</b>	<b>Steve Renko</b>
<b>Phone:</b>			<b>607-723-5012</b>	<b>607-737-0273</b>
<b>Fax:</b>			<b>607-723-4982</b>	
<b>Email:</b>			<a href="mailto:jason@botharconst.com">jason@botharconst.com</a>	<a href="mailto:treeman88@aol.com">treeman88@aol.com</a>
<b>Section B2: Concrete Sidewalk and Ramps</b>				
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Unit Price</b>
C601.BSC	Brick Stamped and Colored Concrete	CY	\$5,630.00	\$2,500.00
C608.01	ADA Compliant Concrete Sidewalk and Ramps	CY	\$2,975.00	\$2,600.00
C608.01C	ADA Compliant Concrete Sidewalk and Ramp and Integral Curb	CY	\$3,315.00	\$2,800.00
C608.2	Surface Applied Detectable Warning Units	SF	\$90.00	\$20.00
C608.2	Embedded - Cast Iron Detectable Warning Units	SF	\$184.00	\$40.00
C608.2	Stamped Concrete Detectable Warning Units	SF	\$295.00	\$10.00
<b>Sum Section B2 - Unit Prices</b>			<b>\$12,489.00</b>	<b>\$7,970.00</b>
<b>Section B3: Curb and Gutter</b>				
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Unit Price</b>
C609.04VF	Concrete Curb - Type VF150 < 300LF	LF	\$190.50	\$60.00
C609.04VF	Concrete Curb - Type VF150 300 - 1,000LF	LF	\$180.00	\$60.00
C609.04VF	Concrete Curb - Type VF150 >1,000LF	LF	\$175.00	\$50.00
C609.04S5	5" Shallow Depth Concrete Curbs < 300LF	LF	\$195.00	\$20.00
C609.04S5	5" Shallow Depth Concrete Curbs 300 - 1,000LF	LF	\$155.00	\$20.00
C609.04S5	5" Shallow Depth Concrete Curbs > 1,000LF	LF	\$145.00	\$20.00



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

Bid Opening: December 07, 2023

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

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

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

Bid Opening: December 07, 2023

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

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT						
RFB-2566 OEM Repair Parts						
Bid Opening: October 31, 2023						
BIDDERS	Beam Mack Sales and Service			WILBRI INC		
Brand/ Manufacturer	MSRP List Identifying Number or Name	Percentage Discount from MSRP List in figures	RESTOCKING FEE	MSRP List Identifying Number or Name	Percentage Discount from MSRP List in figures	RESTOCKING FEE
1. Allison Transmission	NO BID	NO BID	NO BID	MSRP-LIST PRICE	5.00%	25%
2. Bobcat	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
3. Case	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
4. Caterpillar	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
5. Crash Trucks	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
6. Cummins	NO BID	NO BID	NO BID	MSRP-WHOLE SALE PRICE	2.00%	25%
7. Detroit Diesel	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
8. E-One	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
9. Ferris	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
10. Ford	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
11. Freightliner/Sterling/Western Star	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
12. John Deere	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
13. John Deere Agriculture	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
14. Johston	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
15. Kabota	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
16. KME	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
17. Lee Boy	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
18. Lindsey Lawn & Garden	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
19. Mack Truck	MSRP 1-1-2021	30.00%	15%	NO BID	NO BID	NO BID
20. MB Truck	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
21. Morbark	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
22. Navistar International	NO BID	NO BID	NO BID	MAJOR FLEET	2%	25%
23. New Holland	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
24. Oshkosh	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
25. Steiner	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
26. Sweepster	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
27. Toro	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
28. Tiger Products	NO BID	NO BID	NO BID	LIST	2.00%	25%
29. Trane	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
30. Vac All	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
31. Viking Cives	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
32. Vaccon	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
33. Volvo Construction	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
34. Volvo Truck	MSRP 1-1-2024	30.00%	15%	NO BID	NO BID	NO BID
35. Wausau-Everest	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID

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

Updated: 1/29/2024

NEW BIDS			SOLE	RECOMMENDED VENDORS FOR AWARD (1 TO 3)			VENDORS NOT RECOMMENDED FOR AWARD (1-3)			ESTIMATED 2024 or HISTORICAL OR ANNUAL EXPENSES
RFB	DESCRIPTION	DATE OPENED	BIDDER	VENDOR 1	VENDOR 2	VENDOR 3	VENDOR 1	VENDOR 2	VENDOR 3	
2600	Crack Sealing	1/18/2024		Suit-Kote	Vestal Asphalt	-	Bothar Construction	-	-	\$ 90,000.00
2602	Cold Milling	1/18/2024		Bothar Construction	Suit-Kote	-	Broome Bituminous	Dalrymple	-	\$ 65,000.00
2617	Iron Castings	1/23/2024	<input checked="" type="checkbox"/>	EJ USA	-	-	-	-	-	\$ 50,000.00 * Used by City and Sewer District
2618	Cold Mix Pavements	1/25/2024		Suit-Kote	Vestal Asphalt	-	-	-	-	\$ 200,000.00
2619	Polypropylene Manhole Covers	1/23/2024		Blair Supply Corp.	Ferguson Waterworks	-	Glenco Supply Inc	Technology International Inc	-	\$ 1,500.00 * Used by Towns more than Couni
2620	Hot Mix Asphalt (FOB)	1/25/2024		Elmira Road Materials	Dalrymple Gravel and Contr	AL Blades*	-	-	-	\$ 140,000.00
DPW New Bids Total:										\$ 546,500.00

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

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

Bid Opening: January 18, 2024

<b>Bidders</b>	<b>Suit-Kote</b>	<b>Bothar Construction</b>	<b>Vestal Asphalt</b>
<b>Bid Bond \$500</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>
<b>Addendum</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>
<b>Liquid Bituminous Materials</b>			
<b>ASTM D6690 TYPE 2-PLASTIC JOINT (GALLON)</b>	<b>17.25</b>	<b>23.69</b>	<b>18.35</b>
<b>PG 64S-22 + FIBER (GALLON)</b>	<b>15.25</b>	<b>21.59</b>	<b>15.25</b>
<b>ADDITIONAL FLAGMAN (DAY)</b>	<b>950.00</b>	<b>1,038.38</b>	<b>1,050.00</b>
<b>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. No minimum orders</b>			

**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT****RFB-2617 Iron Castings (2024-2025)**

Bid Opening: January 23, 2024

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

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

Bid Opening: January 25, 2024

<b>Bidders</b>	<b>Vestal Asphalt</b>	<b>Suit Kote</b>
<b>Bid Bond</b>	<b>\$500</b>	<b>\$500</b>

**Unit Price Bid to Provide cold mix bituminous pavement course (Central Pug Mill Plant)**

<b>Item:</b>	<b>Description</b>	<b>UNIT</b>	<b>FIGURES</b>	<b>FIGURES</b>
<b>C405.3.1.BC</b>	<b>Binder Course</b>	<b>TON</b>	<b>\$110.00</b>	<b>\$76.25</b>
<b>C405.3.2.IC</b>	<b>Intermediate Course</b>	<b>TON</b>	<b>\$112.00</b>	<b>\$78.25</b>
<b>C405.3.3.TC</b>	<b>Top Course</b>	<b>TON</b>	<b>\$115.00</b>	<b>\$80.25</b>
<b>C405.TRK</b>	<b>Vendor Trucking (Pug Mill to Paver)</b>	<b>TON</b>	<b>\$10.00</b>	<b>\$8.85</b>

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

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

Opened: January 23.2024

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

\*missing seal on Waiver of Immunity

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



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

Bid Opening: January 25, 2024

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

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

Bid Opening: January 18, 2024

Bidders	Suit-Kote	Bothar Construction	Dalrymple Gravel and Contracting	Broome Bituminous Products Inc
Surety	500	500	500	500
Addendum	Yes	Yes	Yes	Yes

**Item C490.01U - Cold Milling Process Type A Cold Milling UPCUT**

Option 1: Hauled and disposed of by the successful bidder.

Thickness	SY	DAY	SY	DAY	SY	DAY	SY	DAY
Under 2-in	NB	NB	\$0.65	\$5,300.00	NB	NB	NB	NB
2.1-in to 3.5-in	NB	NB	\$0.75	\$5,300.00	NB	NB	NB	NB
3.5-in to 5-in	NB	NB	\$0.85	\$5,300.00	NB	NB	NB	NB
Over 5.1-in	NB	NB	\$1.00	\$5,300.00	NB	NB	NB	NB

Hauled by the successful bidder and stockpiled at a location determined by the Owner within 10 miles of the project site.

Under 2-in	NB	NB	\$1.65	\$9,300.00	NB	NB	NB	NB
2.1-in to 3.5-in	NB	NB	\$1.75	\$9,300.00	NB	NB	NB	NB
3.5-in to 5-in	NB	NB	\$1.85	\$9,300.00	NB	NB	NB	NB
Over 5.1-in	NB	NB	\$2.00	\$9,300.00	NB	NB	NB	NB

Hauled and stockpiled by the Owner.

Under 2-in	NB	NB	\$0.65	\$5,300.00	NB	NB	\$3.00	\$12,000.00
2.1-in to 3.5-in	NB	NB	\$0.75	\$5,300.00	NB	NB	\$4.00	\$12,000.00
3.5-in to 5-in	NB	NB	\$0.85	\$5,300.00	NB	NB	\$5.00	\$13,000.00
Over 5.1-in	NB	NB	\$1.00	\$5,300.00	NB	NB	\$5.00	\$14,000.00

Millings remain the property of the Owner (Sale price millings)

Price to Owner FOB at the Mill per ton	NB	\$4.00	\$4.85	NB
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**Item C490.01D - Cold Milling Process Type B Cold Milling DOWNCUT**

Option 1: Hauled and disposed of by the successful bidder.

Thickness	SY	DAY	SY	DAY	SY	DAY	SY	DAY
Under 2-in	NB	NB	NB	NB	NB	NB	NB	NB
2.1-in to 3.5-in	NB	NB	NB	NB	NB	NB	NB	NB
3.5-in to 5-in	NB	NB	NB	NB	NB	NB	NB	NB
Over 5.1-in	NB	NB	NB	NB	NB	NB	NB	NB

Hauled by the successful bidder and stockpiled at a location determined by the Owner within 10 miles of the project site..

Under 2-in	NB	NB	NB	NB	NB	NB	NB	NB
2.1-in to 3.5-in	NB	NB	NB	NB	NB	NB	NB	NB
3.5-in to 5-in	NB	NB	NB	NB	NB	NB	NB	NB
Over 5.1-in	NB	NB	NB	NB	NB	NB	NB	NB

Hauled and Sstockpiled by the Owner

Under 2-in	\$1.00	\$6,000.00	NB	NB	NB	NB	NB	NB
2.1-in to 3.5-in	\$1.31	\$6,000.00	NB	NB	NB	NB	NB	NB
3.5-in to 5-in	\$1.63	\$6,000.00	NB	NB	NB	NB	NB	NB
Over 5.1-in	NB	NB	NB	NB	NB	NB	NB	NB

Millings remain the property of the Owner (Sale price millings)

Price to Owner FOB at the Mill per ton	NB	NB	\$4.85	NB
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**Item C490.01M - Cold Milling Process Type C Micro Milling FLATCUT**

Option 1: Hauled and disposed of by the successful bidder.

Thickness	SY	DAY	SY	DAY	SY	DAY	SY	DAY
Under 1/2-in	NB	NB	\$1.50	\$5,900.00	NB	NB	NB	NB
1/2-in to 1.0-in	NB	NB	\$1.50	\$5,900.00	NB	NB	NB	NB

Hauled by the successful bidder and stockpiled at a location determined by the Owner within 10 miles of the project site..

Under 1/2-in	NB	NB	\$2.50	\$9,900.00	NB	NB	NB	NB
1/2-in to 1.0-in	NB	NB	\$2.50	\$9,900.00	NB	NB	NB	NB

Hauled and stockpiled by the Owner.

Under 1/2-in	NB	NB	\$1.50	\$5,900.00	NB	NB	NB	NB
1/2-in to 1.0-in	NB	NB	\$1.50	\$5,900.00	NB	NB	NB	NB

Millings remain the property of the Owner (Sale price millings)

Price to Owner FOB at the Mill per ton	NB	\$4.00	\$4.85	NB
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## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

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

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

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

Cook Brothers

Point Spring and Driveshaft

D&W Diesel

Carquest Auto/Advance Auto

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

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

Vendor/Provider	Cook Brothers, Point Spring and Driveshaft, D&W Diesel, Carquest Auto/Advance Auto				
Term	1 Year with 1 year extension possible	Total Amount	Estimated \$150,000	Prior Amount	0
Local Share	100%	State Share	N/A	Federal Share	N/A
Project Budgeted?	Yes	Funds are in Account #	21-5130-50406.33		

**CREATION:**

Date/Time:	Department:
1/29/2024 10:21:42 AM	County Executive

**APPROVALS:**

Date/Time:	Approval:	Department:	
2/20/2024 12:30 PM	Approved	County Executive	
2/29/2024 8:51 PM	Approved	Legislature Chairman	

**ATTACHMENTS:**

Name:	Description:	Type:
<a href="#">RFB-2583 Medium Heavy Duty Vehicle Repair Parts Bid Tab Highlighted.xls</a>	RFB-2583	Cover Memo

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT

RFB-2583 Medium & Heavy Duty Vehicle Repair Parts

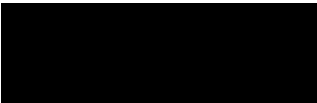
Bid Opening: November 16, 2023 at 2:00 pm

Bidders		Carquest Auto Parts/ Advanced auto parts		D &W Diesel		Point Springs & Driveshaft		Nye Automotive Group * (Ford, Chrysler,Dodge,Jeep,Ram)		Nye Automotive Group (Buick,GMC, Chevrolet)		Cook Brothers Truck **	
Bid Item	Bid Item Description	Percentage Discount from List Price	List Price Schedule or Catalog	Percentage Discount from List Price	List Price Schedule or Catalog	Percentage Discount from List Price	List Price Schedule or Catalog	Percentage Discount from List Price	List Price Schedule or Catalog	Percentage Discount from List Price	List Price Schedule or Catalog	Percentage Discount from List Price	List Price Schedule or Catalog
A	VMRS Group #01: PM Parts Air/Fuel/Oil/Transmission/ Hydraulic Filters			60	yes	60	Yes	28	schedule available online	28	schedule available online	70	yes
B	VMRS Group #03: Cab Heating, AC, Instrumentation, Wipers	50	schedule www.Advanced pro. com	0	refer to dwdiesel.com	60	yes	28	schedule available online	28	schedule available online	50	yes
C	VMRS Group #04: Chasis, Brakes, Steering, Suspension,Wheels, Bearings	50	schedule www.Advanced pro. com	0	refer to dwdiesel.com	60	yes	28	schedule available online	28	schedule available online	50	yes
D	VMRS Group #05: Drive Train, Real Axels, Clutch, Drive Shafts, Auto and Manual Transmission	50	schedule www.Advanced pro. com	0	refer to dwdiesel.com	60	yes	28.00 assemblies at cost +15%	schedule available online	28.00 assemblies at cost +15%	schedule available online	50	yes
E	VMRS Group #06: Electrical Systems, Charging, Starting, Ignition, Lighting	50	schedule www.Advanced pro. com	0	refer to dwdiesel.com	60	yes	28	schedule available online	28	schedule available online	50	yes
F	VMRS Group #07: Engine, Motor, Air, Cooling, Exhaust, Hard Parts, and Lubrication Systems	50	schedule www.Advanced pro. com	0	refer to dwdiesel.com	60	yes	28.00 assemblies at cost +15%	schedule available online	28.00 assemblies at cost +15%	schedule available online	50	yes
G	VMRS Group #09: Special Application Hydraulics	NB	schedule www.Advanced pro. com	0	refer to dwdiesel.com	60	yes	28% if OEM	schedule available online	28% if OEM	schedule available online	50	yes
H	VMRS Group #08: Specialty Equipment, Safety Equipment, Flags	35	schedule www.Advanced pro. com	0	refer to dwdiesel.com	60	yes	NB	schedule available online	NB	schedule available online	50	yes

<b>Bidders</b>	<b>Carquest Auto Parts/ Advanced auto parts</b>	<b>D &amp;W Diesel</b>	<b>Point Springs &amp; Driveshaft</b>	<b>Nye Automotive Group * (Ford, Chrysler,Dodge,Je ep,Ram)</b>	<b>Nye Automotive Group (Buick,GMC, Chevrolet)</b>	<b>Cook Brothers Truck **</b>
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\*missing corporate seal on Waiver of Immunity

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



Error on Bid









## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

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

Resolution #:

Slip Type: GRANT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

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

BIN 3331590 Hibbard Road

BIN 3332110 Benjamin Road (west)

BIN 3332140 Jackson Hollow Road

CIN CR29C25 Dry Run Road

CIN CR41C12 Federal Road

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

I have also attached 2 photos for each structure.

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

Vendor/Provider	NYSDOT				
Term	6-1-2024 to 12-31-2026 (Anticipated)	Total Amount	\$11,056,001	Prior Amount	
Local Share	5% of Bridges - \$416,001 and	State Share	100% of Culverts	Federal Share	95% of Bridges (\$8,170,000) and 0% of culverts (\$0

	0% of Culverts (\$0)		(\$2,470,000) and 0% of Bridges (\$
Project Budgeted?	No	Funds are in Account #	2025 Capital Budget

**CREATION:**

Date/Time:	Department:
1/29/2024 10:12:38 AM	County Executive

**APPROVALS:**

Date/Time:	Approval:	Department:	
2/20/2024 12:31 PM	Approved	County Executive	
2/29/2024 8:54 PM	Approved	Legislature Chairman	

**ATTACHMENTS:**

Name:	Description:	Type:
<a href="#">BNY5_CountyProjects_Rev_1-4-24.xlsx</a>	BNY5 County Projects	Cover Memo
<a href="#">BNY_ConditionPhotos_2024.pdf</a>	BNY Condition Photos	Cover Memo

## 2024 BRIDGE NY PROGRAM APPLICATIONS - CHEMUNG

**Bridge Applications**

Bridge Identification Number (BIN)	Feature Carried	Location	Requested Funding (95%)
3331590	Hibbard Road	Town of Big Flats	1.7 Mil
3332110	Benjamin Road	Town of Veteran	2.59 Mil
3332140	Jackson Hollow Road	Town of Van Etten	3.88 Mil

**Culvert Applications**

Culvert Identification Number			RF (100%)
CR29C25	Dry Run Road	Town of Southport	1.22 Mil
CR41C12	Federal Road	Town of Baldwin	1.25 Mil

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



**COUNTY OF CHEMUNG**  
DEPARTMENT OF PUBLIC WORKS  
803 CHEMUNG STREET  
HORSEHEADS, NY 14845-2288  
Ph: 607.739.3896 Fx: 607.796.2146  
[www.chemungcounty.com](http://www.chemungcounty.com)

## BRIDGE-NY 2024

Bridge & Culvert  
Condition Photos



Hibbard Road Bridge - Town of Big Flats  
Superstructure Replacement



Hibbard Road Bridge - Town of Big Flats  
Superstructure Replacement



Benjamin Road (East) - Town of Veteran Complete  
Replacement



Benjamin Road (East) - Town of Veteran Complete  
Replacement





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## BRIDGE-NY 2024

Bridge & Culvert  
Condition Photos



Jackson Hollow Road - Town of Van Etten  
Complete Replacement



Jackson Hollow Road - Town of Van Etten  
Complete Replacement



Dry Run Road Culvert - Town of Southport



Dry Run Road Culvert - Town of Southport



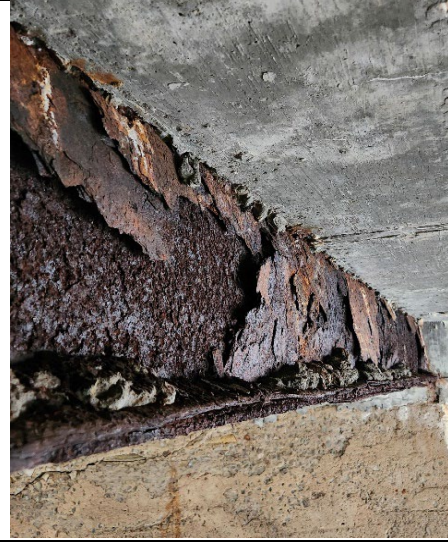
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## BRIDGE-NY 2024

Bridge & Culvert  
Condition Photos



Federal Road Culvert - Town of Baldwin



Federal Road Culvert - Town of Baldwin



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

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

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

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

Funds are in our approved 2024 Fleet Operating Budget.

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

Thanks,

Andy Avery

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

### **CREATION:**

Date/Time:	Department:
1/29/2024 10:14:21 AM	County Executive

### **APPROVALS:**

Date/Time:	Approval:	Department:	



2/20/2024 12:34 PM	Approved	County Executive	
2/29/2024 4:28 PM	Approved	Legislature Chairman	

**ATTACHMENTS:**

Name:	Description:	Type:
<a href="#">RFB-2581 Fuel Equipment and Service Bid Tab (3).pdf</a>	RFB-2581 Fuel Equipment & Service Bid Tab	Cover Memo

**CHEMUNG COUNTY-CITY OF ELMIRA**  
**PURCHASING DEPARTMENT**  
**RFB-2581 Fuel Equipment and Services (2024-2025)**

Bid Opening: November 16, 2023

<b>Sole Bidder</b>	<b>Beavers Petroleum</b>		
<b>Surety</b>	<b>Check \$500.00</b>		
<b>Unit Descriptions</b>	<b>Unit Rate</b>	<b>Estimated Units</b>	<b>Sub-Total</b>
Technician -Straight Time - Hours	\$ 95.00	120	\$11,400.00
Technician -After Hours - Hours	\$ 95.00	40	\$3,800.00
Technician -Weekend- Hours	\$ 95.00	20	\$1,900.00
Electrician -Straight Time - Hours	\$ 100.00	120	\$12,000.00
Electrician -After Hours - Hours	\$ 100.00	40	\$4,000.00
Electrician -Weekend - Hours	\$ 100.00	20	\$2,000.00
Straight Time Call Out (in lieu of travel) -Calls	\$ 50.00	40	\$2,000.00
After Hours Call Out (in lieu of travel) - Calls	\$ -	20	\$0.00
Weekend Hours Call Out (in lieu of travel) - Calls	\$ -	10	\$0.00
Parts Markup from actual cost	_20____%	\$20,000	\$24,000.00
<b>Total for Item Group</b>			<b>163,700.00</b>
Service hours based on the following:			
Normal work hours are:	6:00 am to 5:00 pm		
Weekend hours start	Friday at _5__pm and end on Monday at __6__ am		
The prospective bidder shall submit with its bid, satisfactory evidence that it has had previous experience and can in fact perform/complete the required work. This shall be in the form of written notarized statements. Provide listing of contract(s) performed within the last five (5) years, including description of			

Note: City of Elmira will piggyback on this bid.



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

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

Resolution #:

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

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

Length: 3,845-ft

Width: 40-ft

Lanes: 2

Lane Width: 12-ft

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

### **CREATION:**

Date/Time:	Department:
1/31/2024 8:58:56 AM	County Executive

### **APPROVALS:**

Date/Time:	Approval:	Department:	
2/20/2024 12:53 PM	Approved	County Executive	
2/29/2024 4:24 PM	Approved	Legislature Chairman	

### **ATTACHMENTS:**

Name:	Description:	Type:
No Attachments Available		



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

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

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

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

The following services will be added to the original agreement:

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

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

Please contact me with any questions.

Thanks,

Andy Avery

Vendor/Provider    Barton & LoGuidice

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

**CREATION:**

Date/Time:	Department:
2/21/2024 2:44:11 PM	County Executive

**APPROVALS:**

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

**ATTACHMENTS:**

Name:	Description:	Type:
<a href="#">Chemung County Dry Brook Road - Supplement 1 1-11-24 ID 3040109 .pdf</a>	Dry Brook Supplemental	Cover Memo
<a href="#">Signed Contract Resolution 22-539.pdf</a>	Signed Contract Resolution	Cover Memo

January 11, 2024

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

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

Re: Dry Brook Road over Dry Brook (BIN 3331140)  
Subj: Supplemental Agreement for Engineering, Right of Way, and Construction Support  
Services  
File: 626.013.001

Dear Mr. Avery:

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

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

## Phase I – Site Data and Preliminary Design

### D. Hydraulic Analysis \$5,544

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



G. Right of Way \$28,720

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

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

H. Subsurface Investigation \$3,200

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

K. Utility Coordination \$876

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

Phase II – Final Design and Permitting

A. Final Plans \$9,278

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

B. Environmental \$6,552

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

Environmental permitting will include:

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

Phase IV – Construction Support

Construction Support \$8,142

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



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

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

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

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in blue ink that reads 'Matthew J. Schooley'.

Matthew J. Schooley, P.E.  
Principal

JMW/jjb  
Attachments

Authorization

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


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Chemung County

---

Date



Chemung County Dry Brook Road over Dry Brook - Supplement No. 1										Exhibit A	
	TITLE	MANAGER II	MANAGER II	PROFESSIONAL V	PROFESSIONAL IV	PROFESSIONAL II	TECHNICIAN V	TECHNICIAN III	TECHNICAL ASSISTANT II	LABOR	TOTAL
										TOTAL	
SCOPE OF SERVICE	EMPL RATE	WALCZAK	DELORIA	BISKO	BLAKE	LUPPINO	KROWICKI	POTTER	BALDUZZI		
		\$205	\$205	\$162	\$146	\$120	\$136	\$111	\$95		
Phase I - Site Data and Preliminary Design											
D. Hydraulic Analysis				18	18					36	\$5,544
G. Right of Way			64						30	94	\$15,970
K. Utility Coordination					6					6	\$876
Phase II: Final Design											
A. Final Plans and Specifications											
WZTC Detour Plan		2			2			20		24	\$2,922
Stream Restoration				24	2		16			42	\$6,356
B. Environmental Permits					12	40				52	\$6,552
Phase IV: Construction Support											
A. Administration (shop drawings)					8					8	\$1,168
B. Inspection (4 site visits)		8			24					32	\$5,144
H. As-Built Load Rating and Bridge Forms				1	8					9	\$1,330
HOURS TOTAL		10	64	43	80	40	16	20	30		
DOLLARS/HOUR		\$205	\$205	\$162	\$146	\$120	\$136	\$111	\$95		
SUB-TOTAL		\$2,050	\$13,120	\$6,966	\$11,680	\$4,800	\$2,176	\$2,220	\$2,850	\$303	\$45,862
LABOR TOTAL							\$45,862				
SUBSURFACE INVESTIGATION (TERRACON)							\$3,200				
ROW SURVEY (PJO Survey)							\$6,750				
ROW DNS (TITLE SEARCH, APPRAISAL, ETC)							\$6,000				
MILEAGE,TELEPHONE,REPRO							\$500				
SUPPLEMENT NO. 1 FEE ESTIMATE							\$62,312				



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

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

**1.0 Basic Agreement**

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

**2.0 General Considerations**

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

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

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

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

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

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

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

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

I. The services to be provided by Consultant under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Consultant are understood by the parties to this Agreement to be strictly engineering or other technical opinions, advice, information or recommendations. Consultant is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

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

K. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

L. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employee's, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant pursuant to the PROPOSAL, whichever is greater; (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these limitations apply to any and all liability or cause of action.

**3.0 Payment for Services**

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

**4.0 Additional Services**

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

**5.0 Dispute Resolution**

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

**6.0 Accrual of Claims**

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

**7.0 Controlling Law**

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

**8.0 Successors, Assigns, and Beneficiaries**

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

**9.0 Termination**

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

**10.0 Total Agreement/Severability**

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

**RESOLUTION NO. 22-539**

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

**By: Strange**

**Seconded by: Briggs**

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

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

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

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

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

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



**RESOLUTION NO. 22-539**

**BACKGROUND INFORMATION**

**Requested by: Commissioner of Public Works**

**Purpose: to authorize agreement**

**Authority: Section 2703 of the Chemung County Charter**

**Funds involved: \$70,000**

**Approved by: Highway Committee, October 24, 2022**

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

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

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

**Cynthia G. Kalweit  
Cynthia G. Kalweit, Clerk  
Chemung County Legislature**





September 12, 2022

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

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

Subj: Proposal for Engineering Services

File: 703.4282

Dear Mr. Avery:

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

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

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

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

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

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



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

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

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

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

Please call should you have any questions regarding this.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Matthew J. Schooley, P.E.  
Principal

JMW/jjb  
Enclosure

**Authorization**

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

  
\_\_\_\_\_  
Christopher J. Moss  
Chemung County Executive

\_\_\_\_\_  
Date



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

**General**

**A. Project Description and Location**

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

**Project Name:** Dry Brook Road over Dry Brook (BIN 3331140)

**Project Description:** The project includes replacement of the existing structure carrying Dry Brook Road and approximately 600 feet of total road reconstruction. The replacement structure is anticipated to utilize a repurposed Tappan Zee Panel superstructure, supported on conventional cast-in-place concrete abutments.

**Project Location:** Town of Chemung, Chemung County

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

**B. Policy and Procedures**

1. The design of this project shall be progressed in accordance with the current versions of the following documents issued by the NYSDOT:

- NYSDOT Standard Specifications for Construction and Materials
- NYSDOT Highway Design Manual - Volumes 1 and 2
- NYSDOT Manual of Uniform Traffic Control Devices
- NYSDOT Standard Specifications for Highway Bridges
- NYSDOT Standard Details for Highway Bridges/Culverts
- NYSDOT Engineering Instructions

2. Work on this project shall be divided into four phases:

Phase I     Site Data and Preliminary Design  
Phase II    Final Design  
Phase III   Bidding  
Phase IV    Construction Administration and Inspection

3. The ENGINEER will render all services and furnish all materials and equipment necessary to provide the OWNER with Plans and other data specifically described below.

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

### **A. Design Survey**

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

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

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

### **B. Design Mapping**

1. The design mapping will be completed by the ENGINEER.

### **C. Design Standards**

1. The ENGINEER will determine the applicable design/geometric standards for the projects as required by the New York State Department of Transportation.

### **D. Hydraulic Analysis**

1. A preliminary hydrology and hydraulic report was completed for the existing bridge and for a concept replacement structure by Chemung County Stormwater Coalition. This report will be used as a basis for hydraulic design. The ENGINEER will coordinate any updates, if required, for the proposed condition with Chemung County Stormwater Coalition.

### **E. Evaluation of Alternatives**

1. The ENGINEER will identify and make rudimentary evaluations of alternatives. These evaluations will not be carried beyond the point of establishing the feasibility and cost of each alternative.

Estimate 2 horizontal alignment alternatives will be evaluated.

2. The ENGINEER will evaluate one structure replacement alternative. It is assumed that the existing crossing will be replaced with a single span structure consisting of Tappan Zee Panel superstructure supported on cast-in-place concrete abutments.

### **F. Preliminary Plan**

1. The ENGINEER will prepare a preliminary plan showing geometric layout of the proposed structure, transverse section of the proposed bridge, alignment and profile to the OWNER for review and approval.

**G. Right-of-Way**

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

Estimate 1 ROW FEE taking will be required.

**H. Subsurface Investigation**

1. The ENGINEER will procure a subcontractor to perform two soil borings at the site.

**I. Owner Review**

1. The ENGINEER will meet with the OWNER to discuss the preliminary design submittal and make revisions as necessary.

**J. Utility Coordination**

1. The OWNER will perform utility coordination for the relocation of utilities in conflict with the proposed design.

**Phase II - Final Design**

**A. Final Plans and Specifications**

1. The ENGINEER will develop final drawings and assemble technical specifications. It is assumed that construction will be by County forces and bid ready contract documents will not be required. Should the County decide to publicly bid the project, preparation of bid ready contract documents will be added to the project scope with a supplemental agreement.
2. The ENGINEER will prepare final drawings to show the limits of the work to be performed by the Owner on the PROJECT hereinafter called "Drawings" and the Specifications. The drawing and specifications will utilize English units and will reference the most recent updated of the NYSDOT Specifications. The Drawings will include the following:

- Title Sheet
- General Notes, survey control
- Miscellaneous Details
- Roadway Plan/Profile/Typical Section
- Bridge plan and elevation
- Excavation and removal plans and sections
- Pile layout plan and details
- Abutment plan, elevation, and reinforcement details
- Superstructure details
- Railing layout and details

Assume Level 1 load rating will not be required.

## **B. Environmental Permits**

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

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

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

## **Phase III - Bidding**

### **A. Bidding**

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

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

### **A. Administration**

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

### **B. Inspection**

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

Estimate 2 site visits will be required during construction.

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



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

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

**1.0 Basic Agreement**

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

**2.0 General Considerations**

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

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

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

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

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

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

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

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

I. The services to be provided by Consultant under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Consultant are understood by the parties to this Agreement to be strictly engineering or other technical opinions, advice, information or recommendations. Consultant is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

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

K. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

L. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employee's, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant pursuant to the PROPOSAL, whichever is greater, (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these limitations apply to any and all liability or cause of action.

**3.0 Payment for Services**

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

**4.0 Additional Services**

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

**5.0 Dispute Resolution**

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

**6.0 Accrual of Claims**

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

**7.0 Controlling Law**

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

**8.0 Successors, Assigns, and Beneficiaries**

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

**9.0 Termination**

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

**10.0 Total Agreement/Severability**

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



## CHEMUNG COUNTY ROUTE SLIP \* PERSONNEL REQUISITION

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

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

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

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

Feel free to reach out with any questions.

Thanks,

Andy Avery

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

Vendor/Provider	Chemung Supply				
Term	4/1/24-3/31/25	Total Amount	\$110,000	Prior Amount	\$110,000 was authorized in 2023.
Local Share	100%	State Share	Some purchases will be reimbursable with NYS Highw	Federal Share	0
Project Budgeted?	Yes	Funds are in Account #			

Approved 2024  
DPW Capital  
Budget

**CREATION:**

Date/Time:	Department:
2/21/2024 2:53:46 PM	County Executive

**APPROVALS:**

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

**ATTACHMENTS:**

Name:	Description:	Type:
<a href="#">PGB-2511 Drainage Pipe - 2023 Resolution and Piggyback Check List.pdf</a>	PGB-2511 Drainage Pipe	Cover Memo



*file*

**RESOLUTION NO. 23-273**

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

**By: Strange**

**Seconded by: Smith**

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

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

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

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

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

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

STATE OF NEW YORK)  
COUNTY OF CHEMUNG) SS:

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

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

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

**RESOLUTION NO. 23-273**

**BACKGROUND INFORMATION**

**Requested by: Commissioner of Public Works**

**Purpose: to authorize Purchase Agreement**

**Authority: Section 203 of Chemung County Charter**

**Funds involved: \$110,000**

**Aid: Eligible for CHIPS reimbursement**

**Approved by: Highway Committee, March 27, 2023**

CHEMUNG COUNTY - CITY OF ELMIRA PURCHASING DEPARTMENT  
PIGGYBACK CHECKLIST

ISSUING COUNTY: NYS OGS  
BID NUMBER & TITLE: 37720 / 23187 Culvert + Under Drain Pipe + Tubing  
VENDOR NAME: Advanced Drainage Systems w/ Arches, Bunds + Accessories  
COUNTY BID#: PGB- 2511  
REQUESTING DEPT.: Public Works

EXPLANATION

- RESOLUTION This is an OGS contract
- BID DOCUMENT Received
- BID TAB Pricing under PC 69053
- SOLICITATION New York State bids + new york bids. 45
- PIGGYBACK LANGUAGE Yes
- METHOD OF AWARD Lowest Price
- SIGNED FORMS NA
- CONTRACT TERM 4/1/2020 - 3/31/2025
- IS THIS BEST VALUE NA
- LOCAL VENDOR AVAILABLE Chemung Supply is Local + Authorized Reseller

Jackie Crowley  
Signature

Jackie Crowley  
Buyer Name

Tricia Wise  
Signature

Tricia Wise  
Director of Purchasing Name

