



# Public Works Committee

411 Main Street  
Catskill, NY 12414

Committee Meeting  
<http://greenegovernment.com/>

## ~ Agenda ~

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Monday, August 11, 2014

6:00 PM

Caucus Room 468

Public Works Members: Chairperson Hitchcock; Legislators Martinez, Lawrence, Hatton, H. Lennon and Kozloski

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### Call to Order

### Highway Superintendent's Report

July 2014 Superintendent's Report

### Proposed Agenda Items:

1. Awarding Bid For Propane
2. Authorizing County Highway Superintendent To Bid For Abrasives
3. Resolution Authorizing A Contract Between County Of Greene And Village Of Catskill Regarding Project TEP: Greene County Black Bridge/Catskill Creek Rehab P.I.N. 1759.71
4. Authorizing The Highway Department To Enter Into An Agreement With Creighton Manning Engineering LLP For Engineering Design Services For The Rehabilitation Of The Black Bridge Over Catskill Creek, Village Of Catskill, PIN 1759.71
5. Authorizing Supplemental Agreement No. 1 Necessary For The Completion Of The Row Acquisition Phase For The Replacement Of Carr Road Bridge Over Schoharie Creek, BIN 3-20117-0, Town Of Jewett, PIN 1759.23
6. Authorizing The Highway Department To Enter Into An Agreement With Creighton Manning Engineering, LLP. For Construction Inspection Services For The Replacement Of Carr Road Bridge Over Schoharie Creek, BIN 3-20117-0, Town Of Jewett, PIN 1759.23
7. A RESOLUTION AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID PROJECT, AND APPROPRIATING FUNDS THEREFORE
8. Budget Amendment - Insurance Recovery - Greene County Buildings & Grounds

### Adjournment



**Greene County  
Highway Department**

240 West Main Street  
Post Office Box 485  
Catskill, New York 12414

Gary R. Harvey, L.S.  
Superintendent

Robert J. Van Valkenburg  
Deputy Superintendent

August 6, 2014

Public Works Committee  
Jim Hitchcock, Chairman  
411 Main Street  
Catskill, NY 12414

Dear Committee:

The following is a list of departmental activities and projects currently in progress or completed for the month of July 2014.

- 1.) Routes 9W/81/385. intersection improvements, Town of Coxsackie; Contractor addressing final punch list items.
- 2.) CR47 Bridge, over the Kaaterskill Creek, BIN 3-30282-0 PIN 1759.52 (HBP) Town of Catskill; proceeding with closeout of project.
- 3.) Jewett Heights Bridge (CR17) over the Batavia Kill, Town of Ashland, (BIN 3-30321-0, PIN 1759.24) (HBP); Progressing with ROW, received design approval from NYS DOT.
- 4.) Carr Road Bridge over the Schoharie Creek, Town of Jewett, (BIN 3-20117-0, PIN 1759.23) (HBP); Awarded construction contract to Tioga Construction Company.
- 5.) Bridge Preservation Project (PIN 1756.47) (HBP); CR27 Town of Durham, CR65 Town of Windham, CR23B Town of Catskill: completed draft design report.
- 6.) Black Bridge over the Catskill Creek, (PIN 1759.71) Village of Catskill (TEP); Finalized scope and cost for design, received concurrence from NYS DOT.
- 7.) Bridge Program:  
County Bridge Crew:
  - 1.) Miscellaneous bridge and guide rail repairs.
  - 2.) Safety Flag repairs.
  - 3.) Concrete deck sealing.
  - 4.) Slater Road Bridge, Town of Windham, contractor mobilized, excavated and poured concrete abutments.
- 8.) Paving Program:
  - a.) CR51, Town of New Baltimore: 1.1 miles
  - b.) CR45, Town of Coxsackie: 1.2 miles
  - c.) CR35, Town of Greenville: 1.5 miles

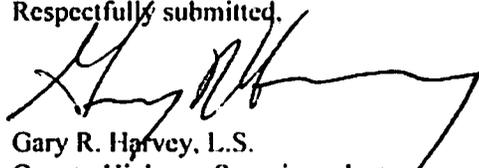
Attachment: July 2014 Superintendent's Report (1236 : July 2014 Superintendent's Report)

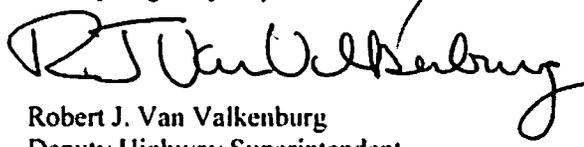


Public Works Committee  
August 6, 2014  
Page 2

- 9.) FEMA Disaster 4020 Hurricane Irene (August 28, 2011)
  - a. Coordination with FEMA and OEM representatives to finalize projects.
  - b. Compiling and processing paperwork, for closeouts.
- 10.) Engineering Division:
  - a. Culvert Management Program
  - b. Highway Permits
  - c. Construction Projects Planning and Supervision
  - d. Capital Projects Administration
  - e. Pavement Management Plan
  - f. FEMA Projects Administration, and projects closeout.
- 11.) Assistance to municipalities and other departments.
  - a. Cutting dangerous trees for the Towns of Catskill, Hunter and Lexington and the Village of Tannersville.
  - b. Assisted Town of Lexington with chip sealing.
  - c. Constructing stormwater drainage system at County parking lot.
- 12.) Road Slide Repairs: (CR6) Town of Lexington:
  - a. CR6 Slide Project; Proceeding with project closeout.
- 13.) Road Maintenance:
  - a. Sweeping
  - b. Ditching
  - c. Brush and limb clearing.
- 14.) Installed Purple Heart signs throughout the County.

Respectfully submitted,

  
Gary R. Harvey, L.S.  
County Highway Superintendent

  
Robert J. Van Valkenburg  
Deputy Highway Superintendent



**Public Works Committee**

411 Main Street  
Catskill, NY 12414

Meeting: 08/11/14 06:00 PM  
Department: Clerk of the Legislature  
Category: Awarding Bid

1

**Resolution No.**

DOC ID: 1238

## Awarding Bid For Propane

WHEREAS, the Acting Clerk of the Greene County Legislature did advertise in the Catskill Daily Mail on Friday, June 20<sup>th</sup>, 2014 for propane (fixed and/or variable) for the year beginning September 1, 2014 through August 31, 2015 to several locations in Greene County; and

WHEREAS, two (2) fixed bids were received, opened and read publicly at 1:30 p.m. on Friday, July 18<sup>th</sup>, 2014 and as a result thereof, it was determined that the lowest responsible bidder meeting all specifications for propane was: Nolan Bottle Gas Company, Inc., P.O. Box 280, 54 Mountain Road Ext., Ravena, New York 12143:

For propane for all ten (10) county sites (listed below), the fixed price of \$1.44 per gallon:

Emergency Operations Center, Cairo	Highway Dept. Shop #1, Athens
Seven Bay Garage, Cairo	Highway Dept. Bldg. #2, Athens
Fire Training Center, Cairo	Highway Dept. Bldg. #4, Freehold
Rivertown Senior Center, Athens,	Highway Dept. Bldg. #5, Hunter
Acra Senior Center, Acra	Buildings and Grounds, Catskill

and

for any other political subdivision, fire company or district, the fixed price of \$1.44 per gallon;

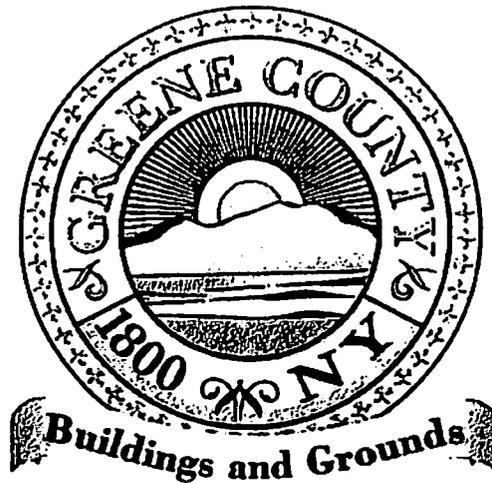
NOW, THEREFORE, BE IT RESOLVED, that the bid for propane for the year beginning September 1, 2014 and ending August 31, 2015 for the above ten (10) county sites and for any political subdivision, fire company or district be awarded to Nolan Bottle Gas Company, Inc.; and that the Chairman of the Greene County Legislature be authorized to execute a contract with Nolan Bottle Gas Company, Inc., subject to approval as to form by the County Attorney.

**ATTACHMENTS:**

- August 11, 2014 Propane Award Letter From Tim Hoovler (PDF)

**Meeting History**

**08/11/14 Committee Meeting**



TO: Shaun Groden  
FROM: Tim Hoovler  
DATE: July 21, 2014  
RE: Propane Bid Award  
September 1, 2014 - August 31, 2015

Two propane bids were received and Nolan Bottle Gas is the lowest.

**Nolan Bottle Gas, Inc.**  
PO Box 280  
Ravena, NY 12143

Quoted a fixed price of \$1.44 per gallon to all Greene County locations and any other political subdivisions.

Amerigas quoted a fixed price of \$1.75 per gallon to all Greene County locations and \$1.90 per gallon to any other political subdivision.



**Public Works Committee**  
411 Main Street  
Catskill, NY 12414

Meeting: 08/11/14 06:00 PM  
Department: Highway Department  
Category: Bid

2

**Resolution No.**

DOC ID: 1237

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## **Authorizing County Highway Superintendent To Bid For Abrasives**

WHEREAS, Gary R. Harvey, County Highway Superintendent, has determined that it is in the best interest of the County to bid abrasives for snow and ice control;

NOW, THEREFORE, BE IT RESOLVED, that the County Highway Superintendent be and hereby is authorized to bid abrasives for snow and ice control.

### **Meeting History**

**08/11/14 Committee Meeting**



**Resolution Authorizing A Contract Between County Of  
Greene And Village Of Catskill Regarding Project TEP:  
Greene County Black Bridge/Catskill Creek Rehab P.I.N.  
1759.71**

WHEREAS, a Project TEP: GREENE COUNTY BLACK BRIDGE/CATSKILL CREEK REHAB P.I.N. 1759.71 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ration of 80% Federal funds and 20% non-Federal Funds (local); and

WHEREAS, the County desires to advance the Project by making a commitment of 100%, including 80% Federal Funds and 20% non-Federal (local) share, of the costs of Construction and CI;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Greene County Legislature hereby approved the above-subject Project by Resolution No. 130-14 dated April 16, 2014, a copy of which is annexed hereto;
2. The Greene County Legislature hereby authorized the County to pay in the first instance 100% of the Federal and non-Federal (local) share of the cost of Construction and CI work for the Project or portions thereof;
3. The sum of \$2,800,000.00 is hereby appropriated from Capital Project #85, Black Bridge of Catskill Creek and made available to cover the cost of participation in the phase of the Project;
4. In the event the full Federal and non-Federal (local) share costs of the Project exceeds the amount appropriated above, the Greene County Legislature shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof;
5. The total estimated cost of this Project is \$2,800,000.00;
6. The Village of Catskill will repay the County the 20% non-Federal funds estimated to be approximately \$560,000.00 in accordance with the terms of the Promissory Note annexed hereto and made a part hereof;
7. Village of Catskill agrees to bond for its portion of the cost, to wit, \$560,000 in a timely fashion so that the County shall receive the Village share of \$560,000 no later than July 1, 2015. Time is of the essence.
8. The Highway Superintendent be and is hereby authorized to execute all necessary agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the County with the New York State Department of

Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of the local share of Federal-Aid and State-Aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible;

9. A certified copy of the relevant Resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary agreement in connection with the Project; and

10. The Village shall maintain property damage and personal injury liability insurance on this "Black Bridge" as Village property during the term of this contract in an amount not less than \$1,000,000.00/\$3,000,000.00 with Greene County as an additional insured.

11. The Village shall be responsible for the maintenance of the Project after completion at its sole cost and expense.

12. The Village will defend, indemnify and hold harmless the County, its employees, officers and agents from any personal injury or property damage liability, including reasonable attorney's fees resulting from the Village's performance or failure to perform in accordance with this contract.

13. The Village agrees to procure and maintain without additional expense to the County until expiration of the applicable statute of limitations for claims (for contract, negligence or otherwise) against the County and the Village arising out of the Village's performance of the contract. Before commencing work, the Village shall furnish to the County a binder or policy declarations page from their insurance company, showing that these requirements are met. Such binder shall provide (1) that the policy shall not be changed or canceled until thirty (30) days' prior written notice has been given to the County; and (2) that Greene County is named as an additional insured. The Village shall furnish the County with a policy declarations page confirming the County's status as an additional insured prior to this contract being signed.

**ATTACHMENTS:**

- Black Bridge Resolution No. 130-14 Adopted April 16, 2014 (PDF)

**Meeting History**

**08/11/14 Committee Meeting**

April 16, 2014

RESOLUTION NO. 130-14

A RESOLUTION AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID PROJECT, AND APPROPRIATING FUNDS THEREFORE

Legislator Kozloski offered the following resolution and moved its adoption:

WHEREAS, a Project TEP: GREENE COUNTY BLACK BRIDGE/CATSKILL CREEK REHAB P.I.N. 1759.71 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, the County of Greene desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of Construction and CI;

NOW, THEREFORE, BE IT RESOLVED, that the Greene County Legislature duly convened does hereby

RESOLVED, that the Greene County Legislature hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Greene County Legislature hereby authorizes the County of Greene to pay in the first instance 100% of the federal and non-federal share of the cost of construction and CI work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \$2,800,000.00 hereby appropriated from Capital Project #85, Black Bridge of Catskill Creek and made available to cover the cost of participation in the phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Greene County Legislature shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof; and it is further

RESOLVED, that the total estimated cost of this project is \$2,800,000.00; and be it further

RESOLVED, that the Greene County Treasurer be authorized to establish Capital Project #85, Black Bridge over Catskill Creek in the amount of \$2,800,000.00 by increasing the following accounts:

INCREASE REVENUE:

H85 0000 4591	Capital Project Federal	\$2,240,000.00
H85 0000 2770	Village of Catskill -local	\$ 560,000.00

Attachment: Black Bridge Resolution No. 130-14 Adopted April 16, 2014 (1222 : Black Bridge Project)





**Public Works Committee**

411 Main Street  
Catskill, NY 12414

Meeting: 08/11/14 06:00 PM  
Department: Highway Department  
Category: Agreement

4

**Resolution No.**

DOC ID: 1230 A

**Authorizing The Highway Department To Enter Into An Agreement With Creighton Manning Engineering LLP For Engineering Design Services For The Rehabilitation Of The Black Bridge Over Catskill Creek, Village Of Catskill, PIN 1759.71**

WHEREAS, the above referenced project is for a federal, and locally funded project, located in Greene County, under the Federal Transportation Enhancement Program (TEP); and

WHEREAS, Creighton Manning Engineering LLP has been designated as the engineers for said project; and

WHEREAS, the County Highway Department, with the assistance of the New York Department of Transportation, has negotiated with and reached agreement with Creighton Manning Engineering LLP for compensation of services for engineering design of said project; and

WHEREAS, the total cost of this contract is not to exceed \$337,000.00;

NOW THEREFORE, BE IT RESOLVED, that the County Highway Superintendent be and hereby is authorized to enter into an agreement with Creighton Manning Engineering, LLP, 2 Winners Circle, Albany, New York 12205 as consultants for engineering design services for said project, subject to approval as to form by the Greene County Attorney and to be paid from Project 85.

**ATTACHMENTS:**

- Black Bridge Rehab (PDF)

**Meeting History**

**08/11/14 Committee Meeting**

## EXECUTIVE SUMMARY

### CONSULTANT AGREEMENT – PRELIMINARY & FINAL DESIGN (PHASES I-VI) PIN 1759.71: Black Bridge Rehabilitation Bridge Rehabilitation/Reconstruction Village of Catskill, Greene County, NY

This Consultant Agreement covers the completion of Preliminary & Final Design (Phases I-VI) for the Black Rehabilitation Project. Creighton Manning Engineering, LLP has been designated by Greene County to progress this Locally Administered Federal-Aid project and has prepared the attached Consultant Agreement, Scope of Services and Fee.

#### Project Description:

The project is intended to rehabilitate the existing bridge to re-open it to pedestrian traffic. Up to two (2) rehabilitation alternatives in addition to the no-build will be evaluated. A replacement alternative will not be evaluated. Substructure repairs were performed on this bridge in 2012 and will not be included in this Scope of Services.

The existing bridge is a 440 ft long 4 span thru-truss railroad bridge, which carries a gas, water and sewer lines. The existing gas line is out of service and will be removed by Central Hudson Gas & Electric as part of the project. Both the water and sewer lines will remain on the bridge and will be either replaced or relocated as part of this project.

The scope of work will include any necessary steel repairs, deck replacement, utility relocation and painting of the bridge. Approach work will be limited to approximately 50 ft on each side of the bridge. The paint is assumed to be lead based paint. There are no available record plans; therefore, a LIDAR survey will be performed. No hydraulic survey or analysis will be required. All proposed facilities will meet applicable Federal and State design standards. The project does not require acquisition of right-of-way. It is anticipated that architectural treatments will be incorporated into the bridge and approach, as this bridge will be the centerpiece of the walking loop in the Village of Catskill.

The project scope required to complete the project in accordance with the Procedures for Locally Administered Federal Aid Projects is included in the Scope of Services and Cost Proposal.

#### Schedule and Construction Cost

It is anticipated the project will be ready for PS&E in the Late Fall of 2015 with construction starting in May 2016. The project is currently programmed for \$2,800,000 on the TIP and the NYSDOT STIP which includes \$350,000 for Preliminary and Final Engineering, \$300,000 for Construction Inspection & \$2,150,000 for Construction. The programmed funding for construction (including construction inspection) is in FFY 2016. This proposal is for Phases I - VI and is for \$337,000.

Attachment: Black Bridge Rehab (1230 : Rehabilitation of the Black Bridge)

### Attachment A Project Description and Funding

PIN: 1759.71 Term of Agreement Ends: December 31, 2016  
 BIN: N/A

Main Agreement    Amendment to Agreement [#]    Supplement to Agreement [ ]

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

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

Dates or term of Consultant Performance:  
 Start Date: July 28, 2014  
 Finish Date: December 31, 2016

**PROJECT DESCRIPTION:  
 Black Bridge Rehabilitation**

**Project Location:  
 Village of Catskill  
 Greene County, New York**

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

Attachment: Black Bridge Rehab (1230 : Rehabilitation of the Black Bridge)

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

**\$ 337,000**



**Public Works Committee**  
411 Main Street  
Catskill, NY 12414

Meeting: 08/11/14 06:00 PM  
Department: Highway Department  
Category: Agreement

**Resolution No.**

DOC ID: 1231 A

**Authorizing Supplemental Agreement No. 1 Necessary For  
The Completion Of The Row Acquisition Phase For The  
Replacement Of Carr Road Bridge Over Schoharie Creek, BIN  
3-20117-0, Town Of Jewett, PIN 1759.23**

WHEREAS, this supplemental agreement incorporates the scope and fee Right of Way Acquisition services as necessary for the project; and

WHEREAS, this increase in services for the ROW Acquisition phase is beyond the original scope of work; and

WHEREAS, the New York State Department of Transportation has approved said changes, and the cost of said changes with additional funding through the Highway Bridge Program (HBP);

NOW THEREFORE, BE IT RESOLVED, that the County Highway Superintendent be and hereby is authorized to approve said supplemental agreement No. 1, for the maximum amount payable of \$11,945.00; and

BE IT FURTHER RESOLVED, that the Greene County Treasurer be authorized to pay to Barton and Loguidice, P.C., who have been designated as the engineers for the design phase of said project, an additional maximum amount payable of \$11,945.00 from Project No. 75.

**ATTACHMENTS:**

- Carr Road Bridge ROW Acquisition (PDF)

**Meeting History**

**08/11/14 Committee Meeting**

**SUPPLEMENT #1  
EXECUTIVE SUMMARY**

**PIN 1759.23**

**Replacement of the Carr Road Bridge over the Schoharie Creek  
(B.I.N. 3201170)  
Town of Jewett  
Greene County, New York**

This Locally Administered Federal Aid project provides for the replacement of BIN 3201170, Carr Road over the Schoharie Creek, in the Town of Jewett. The project will replace the structurally deficient bridge, including modifications to the approach roadway to achieve improved alignment geometrics and to improve hydraulic conditions for the passage of high stream flows.

This supplemental agreement incorporates the scope and fee for Right-of-Way Acquisition services (under Section 5) as necessary for the project.

Attachment: Carr Road Bridge ROW Acquisition (1231 : ROW Acquisition for Carr Road Bridge)

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

2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the Municipality with plans, estimates and other services and deliverables more specifically described in Attachment "B" of the original agreement as supplemented by Attachment "B" herein.

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

2.3 Except as herein modified, the Original Agreement dated October 19, 2012, including any amendments or revisions thereto not modified herein, remains in full force and effect.

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

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

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

3.2 For services rendered pursuant to this combined Supplement, the CONSULTANT shall be paid on a Cost Plus Fixed Fee Method, as described in Section 3.1 of the original agreement, with an amount not to exceed \$11,945

3.3 The revised maximum amount payable shall be increased to \$ 300,575 as shown on Attachment A. Direct Technical Salaries for 2014 shall not exceed the maximums shown in Exhibit A of Attachment C unless approved in writing by the Municipality. The overhead allowance shall be in accordance with the terms of the original agreement, at 178% for Office and 128% for field, in all events not to exceed a revised maximum of 185% and is subject to audit. The fixed fee for these supplemental services will be \$0.

Attachment: Carr Road Bridge ROW Acquisition (1231 : ROW Acquisition for Carr Road Bridge)

Attachment A  
Architectural/ Engineering Consultant Agreement  
Project Description and Funding

PIN: 1759.23  
BIN: 3201170

Term of Agreement Ends: 12/31/14

Main Agreement     Amendment to Agreement [add identifying #]

Supplement to Agreement 1

*Phase of Project Consultant to work on:*

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

Dates or term of Consultant Performance:

Start Date: 03/31/2012  
Finish Date: 12/31/2014

**PROJECT DESCRIPTION:**

Preliminary and Final Design Services and Construction Support (by Supplemental Agreement) for the proposed bridge Replacement of the Carr Road Bridge over the Schoharie Creek (BIN 3201170) in the Town of Jewett, Greene County, New York.

*Project Location:*

**Town of Jewett  
Greene County, NY**

Consultant Work Type(s): See Attachment B for more detailed Task List. Row Acquisition Phase Services

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

Original MAP:	\$ 288,630
Supplemental Agreement #1:	\$ 11,945
Revised Maximum Amount Payable:	\$ 300,575

Footnotes:

Attachment: Carr Road Bridge ROW Acquisition (1231 : ROW Acquisition for Carr Road Bridge)

Exhibit C  
Summary

BARTON & LOGUIDICE, P.C.  
GREENE COUNTY - CARR ROAD OVER THE SCHOHARIE CREEK  
PIN # 1759.23  
SUPPLEMENTAL #1 (ROW ACQUISITION)

			Total
Item IA, Total Labor Costs based on Specific Rates			\$0
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)			\$0
Item II, Direct Non- Salary Cost (estimated) subject to audit			\$0
Item II Direct Non- Salary Cost (estimated) subject to audit (Sub-Contractor Cost)			\$0
Item II Direct Non- Salary Cost (estimated) subject to audit (Sub-Consultant Cost)	Right-of-Way Acquisition Survey	DeWan and Schott MJ Engineering	\$11,945 \$0
Item III, Overhead (estimated) subject to audit			\$0
Item IV, Fixed Fee (negotiated)			\$0
<b>Maximum Amount Payable - Supplement #1 (ROW ACQUISITION)</b>			<b><u>\$11,945</u></b>

Attachment: Carr Road Bridge ROW Acquisition (1231 : ROW Acquisition for Carr Road Bridge)

**Public Works Committee**

411 Main Street  
Catskill, NY 12414

Meeting: 08/11/14 06:00 PM  
Department: Highway Department  
Category: Agreement

**Resolution No.**

DOC ID: 1232 A

**Authorizing The Highway Department To Enter Into An Agreement With Creighton Manning Engineering, LLP. For Construction Inspection Services For The Replacement Of Carr Road Bridge Over Schoharie Creek, BIN 3-20117-0, Town Of Jewett, PIN 1759.23**

WHEREAS, the above referenced project is a federal, state and locally funded project, located in Greene County, funded under the Highway Bridge Program (HBP); and

WHEREAS, Creighton Manning Engineering, LLP. has been designated as the engineers for the construction inspection of said project; and

WHEREAS, the County Highway Department, with the assistance of the New York Department of Transportation, has negotiated with and reached agreement with Creighton Manning for compensation of services for construction supervision and inspection of said project; and

WHEREAS, the total cost of this contract is not to exceed \$251,000.00;

NOW THEREFORE, BE IT RESOLVED, that the County Highway Superintendent be and hereby is authorized to enter into an agreement with Creighton Manning Engineering, LLP., 2 Winners Circle, Albany, New York 12205 as consultants for construction supervision and inspection services for said project, subject to approval as to form by the Greene County Attorney and to be paid from Project 75.

**ATTACHMENTS:**

- Carr Road Bridge C&I (PDF)

**Meeting History****08/11/14 Committee Meeting**

## EXECUTIVE SUMMARY

### CONSTRUCTION INSPECTION

**PIN 1759.23: Replacement of Carr Road Bridge over the Schoharie Creek .  
Town of Jewett, Greene County, NY**

This Agreement No. covers the completion of Construction Support, Administration and Inspection phases for the Replacement of Carr Road Bridge over the Schoharie Creek Project. Creighton Manning Engineering, LLP has prepared the attached Agreement, Scope of Services and Fee to complete the Construction Inspection phase.

#### **Project Description:**

This alternative consists of the complete removal of the existing bridge and replacement with a new 113 ft galvanized bolted steel pony truss supported by the new concrete abutments on steel H-piles. The deck will consist of a 9.5" thick cast in place reinforced concrete deck slab. Concrete approach slabs will be installed at each abutment to provide a jointless deck over both abutments.

The new structure will provide two 9 ft travel lanes with 2 ft shoulders. The total clear bridge roadway width will be 18'-0" with an out-to-out width of approximately 22'-0".

Approximately 275 ft of full depth approach roadway reconstruction is proposed along the south approach and 45 ft along the north approach. A temporary bridge will be constructed to support traffic during construction of the new bridge.

The project scope required to complete the project in accordance with the Procedures for Locally Administered Federal Aid Projects is included in the Scope of Services and Cost Proposal.

#### **Schedule and Construction Cost**

It is anticipated the project will have a letting in late- June 2014 with construction beginning in August of 2014. The project is currently programmed for \$192,000 on the NYSDOT STIP for Construction Administration and Inspection in FFY 2014. The programmed funding for construction is \$1.95M. This proposal for Construction Support, Inspection & Administration is for \$251,000.

Attachment: Carr Road Bridge C&I (1232 : Authorizing the Highway Dept to enter into an Agreement with Creighton Manning for Const.

### Attachment A Project Description and Funding

PIN: <u>1759.23</u>	Term of Agreement Ends: <u>September 30, 2015</u>
BIN: <u>3201170</u>	
<input checked="" type="checkbox"/> Main Agreement <input type="checkbox"/> Amendment to Agreement <input type="checkbox"/> Supplement to Agreement [	
<b>Phase of Project Consultant to work on:</b>	
<input type="checkbox"/> P.E./Design <input type="checkbox"/> ROW Incidentals <input type="checkbox"/> ROW Acquisition <input checked="" type="checkbox"/> Construction, C/I, & C/S	
Dates or term of Consultant Performance: Start Date: July 28, 2014 Finish Date: September 30, 2015	
<b>PROJECT DESCRIPTION:</b> <b>Carr Road over Schoharie Creek          Bridge Replacement</b>	
<b>Project Location:</b> <b>Town of Jewett          Greene County, New York</b>	
Consultant Work Type(s): See Attachment B for more detailed Scope of Services.	

<b>MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:</b>
<b>\$251,000</b>

Attachment: Carr Road Bridge C&I (1232 : Authorizing the Highway Dept to enter into an Agreement with Creighton Manning for Const.



**Public Works Committee**  
411 Main Street  
Catskill, NY 12414

Meeting: 08/11/14 06:00 PM  
Department: Highway Department  
Category: Budget

**Resolution No.**

DOC ID: 1225 A

**A RESOLUTION AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID PROJECT, AND APPROPRIATING FUNDS THEREFORE**

WHEREAS, a Project BIN 3201170, Carr Road over Schoharie Creek, Br. Replac., Town of Jewett, Greene County P.I.N. 1759.23 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds for permanent repair work and 100% Federal funds for Emergency work; and

WHEREAS, the County of Greene desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of Design, ROW, inc. and ROW acq.

NOW, THEREFORE, the Greene County Legislature, duly convened does hereby

RESOLVE, that the Greene County Legislature hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Greene County Legislature hereby authorizes the County of Greene to pay in the first instance 100% of the federal and non-federal share of the cost of construction and CI work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \$319,954.00 is hereby appropriated from the Capital Project # 75 Carr Road over Schoharie Creek Bridge and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that the additional sum of \$2,069,284.00 is hereby appropriated from the Capital Project # 75 Carr Road over Schoharie Creek Bridge and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Greene County Legislature shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof; and it is further

RESOLVED, that the total estimated coast of this project has increased to \$2,389,238.00; and be it further

RESOLVED, that the Greene County Treasurer be authorized to amend Capital Project #75, Carr Road over Schoharie Creek Bridge Replacement in the amount of \$2,069,284.00 by amending the following accounts:

**INCREASE REVENUE:**

H75 0000 4591	Capital Project Federal	\$1,655,427.00
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**INCREASE APPROPRIATION:**

H75 0000 3591	Capital Project State	\$ 310,393.00
H75 0000 5031	Transfer from County Road	\$ 103,464.00

and be it further;

RESOLVED, that the Greene County Treasurer be authorized to transfer the local share of \$103,464.00 from D 5112 2135 Project Advance to D 9950 9701 Transfer to Capital Project; and be it further

RESOLVED, that the Highway Superintendent be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the County of Greene with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

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

RESOLVED, that this resolution shall take effect immediately.

**ATTACHMENTS:**

- Marchiselli resolution, backup (PDF)

**Meeting History****08/11/14 Committee Meeting**

**SCHEDULE A - Description of Project Phase, Funding and Deposit Requirements  
NYSDOT State-Local Agreement - Schedule A for PIN 1759.23**

OSC Municipal Contract #: D033830 Contract Start Date: 6/25/2012 (mm/dd/yyyy) Contract End Date: 5/1/2022 (mm/dd/yyyy)  
 Check, if date changed from the last Schedule

Purpose:  Original Standard Agreement  Supplemental Schedule A No. 2

Agreement Type:  Locally Administered Municipality/Sponsor (Contract Payee): County of Greene  
 Other Municipality/Sponsor (if applicable):

State Administered List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.  
 Municipality: % of Cost share  
 Municipality: % of Cost share  
 Municipality: % of Cost share

Authorized Project Phase(s) to which this Schedule applies:  PE/Design  ROW Incidentals  
 ROW Acquisition  Construction/C/CS

Work Type: BR REPLACE County (If different from Municipality):

Marchiselli Eligible  Yes  No (Check, if Project Description has changed from last Schedule A):  
 Project Description: BIN 3201170, Carr Road over Schoharie Creek, Br. Replac., Town of Jewett, Greene County

**Marchiselli Allocations Approved FOR ALL PHASES** To compute Total Costs in the last row and column, right click in each field. select "Update Field."

Check box to indicate change from last Schedule A	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/C/CS	
<input checked="" type="checkbox"/>	Cumulative total for all prior SFYs	\$26,000.00	\$3,000.00	\$0.00	\$29,000
<input checked="" type="checkbox"/>	Current SFY 14/15	\$16,721.00	\$3,000.00	\$337,000.00	\$356,721
Authorized Allocations to Date		\$42,721.00	\$6,000.00	\$337,000.00	\$385,721

**A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES** For each PIN Fiscal Share below show current costs on the rows indicated as "Current". Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in the last row, right click in each field and select "Update Field."

PIN Fiscal Share	"Current" or "Old" entry Indicator	Federal Funding Program	Total Costs	FEDERAL Participating Share and Percentage	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
1759.23.121	Current	HBRRP	\$284,808.00	\$227,846.00 (80%)	\$42,721.00	\$14,240.00	\$0.00
	Old		\$284,808.00	\$227,846.00	\$26,000.00	\$30,962.00	\$0.00
1759.23.221	Current	HBRRP	\$35,146.00	\$28,118.00 (80%)	\$5,272.00	\$1,757.00	\$0.00
	Old		\$35,146.00	\$28,118.00	\$3,000.00	\$4,029.00	\$0.00
1759.23.321	Current	HBRRP	\$2,069,284.00	\$1,655,427.00 80%	\$310,393.00	\$103,484.00	\$0.00
	Old		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL CURRENT COSTS:</b>			\$2,389,238.00	\$1,911,391.00	\$358,386.00	\$119,481.00	\$0.00

Attachment: Marchiselli resolution, backup (1225 : Marchiselli Resolution)

NYS DOT/State-Local Agreement – Schedule A

**B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES** For each PIN Fiscal Share, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the rows indicated as "Old." To compute Total Current Costs in last row, right click in each field and select "Update Field."

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
..	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
..	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
..	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
..	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
..	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
..	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
..	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
<b>TOTAL CURRENT COSTS:</b>			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

**C. Total Local Deposit(s) Required for State Administered Projects:** \$0.00

**D. Total Project Costs** To compute Total Costs in the last column, right click in the field and select "Update Field."

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total Other STATE Cost	Total LOCAL Cost	Total Costs (all sources)
\$1,911,391.00	\$358,386.00	\$0.00	\$119,461.00	\$2,389,238.00

**E. Point of Contact for Questions Regarding this Schedule A (Must be completed)** Name: Ann Sutkin  
Phone No: 518-485-0101

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

Attachment: Marchiselli resolution, backup (1225 : Marchiselli Resolution)

**Footnotes:** (See LPB's website for link to sample footnotes)

- This Supp is to add funding for Constr. and add March. funding.
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Attachment: Marchiselli resolution, backup (1225 : Marchiselli Resolution)



**Public Works Committee**  
411 Main Street  
Catskill, NY 12414

Meeting: 08/11/14 06:00 PM  
Department: Buildings & Grounds  
Category: Budget

**Resolution No.**

DOC ID: 1234 A

## **Budget Amendment - Insurance Recovery - Greene County Buildings & Grounds**

WHEREAS, the Greene County Treasurer has received and deposited a check in the amount of \$9,314.15 from the Argonaut Great Insurance Company for lightning damage at Greene County Catskill Office Building and the Greene County Courthouse on June 27, 2014; and

WHEREAS, there is a need to appropriate these funds to cover the cost of repairs;

BE IT RESOLVED, that the Greene County Treasurer be authorized to amend the budgets of the Greene County Buildings and Grounds and the County Courthouse by:

**INCREASE REVENUE:**

A 0000 2680	Insurance Recovery	\$ 9,314.15
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**INCREASE APPROPRIATION:**

A 1620 4013	B & G Repairs	\$ 6,368.00
A 1621 4013	Courthouse Repairs	\$ 2,946.15

**ATTACHMENTS:**

- Argonaut 6-27-14 (PDF)

**Meeting History**

**08/11/14 Committee Meeting**

Pay To: County of Greene

8.a

RECEIVED

Payer: Argonaut Great Central Insurance Company

JUL 31 2014

For: Lightning damage at 411 Main St. and Courthouse, less \$1,000 ded. R. CO. BLDGS & GRND Contact Number: 1-877-474-8808  
Check Number: 3739960  
Issued: 07/28/2014

Claim Number	Claimant Name	Invoice	Paid Amt	Billed Amt	Policy/Certificate	Cl of Loss	Period Co
Type Pay	Pymt Desc	Adjustor	FEIN/SSNO	Insured Name	Treaty N		
TNT-0123229	County of Greene	1	9,314.15	9,314.15	PE 4625519-02	08/27/2014	2014-07-28 to 2014-07-28
	Property	jabel			County of Greene		
	Total		9,314.15	9,314.15			

Memo  
Payment made under the Property line of coverage based on invoices submitted less deductible

- \$6368.00 CIA Security - DVR and cameras
- \$1457.50 Fire Security - entry gates
- \$2488.65 Electronic Systems - electronic boards
- \$10,314.15 Total
- \$1,000.00 Loss Deductible
- \$9,314.15 Payment

Mail To: County of Greene  
Attn: Wendy Errol  
411 Main Street  
Catskill, NY 12414

Attachment: Argonaut 6-27-14 (1234 : BA - Insurance Recovery GRC B & G)

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES. SEE BACK FOR DETAILS.

Argonaut Great Central Insurance Company  
On Behalf Of: Trident  
Contact Number: 1-877-474-8808

JPMorgan Chase Bank, N.A.  
Dallas, TX

Check Number: 3739960

Policy/Certificate: PE 4625519-02  
Insured: County of Greene

88-88  
1113

Source: FH-TROC

Claim Number: TNT-0123229  
Date of Loss: 08/27/2014  
Claimant: County of Greene

Period Covered: 2014-07-28 to 2014-07-28  
Adjustor: jabel

Date: 07/28/2014  
Void After 180 Days  
Amount: \$9,314.15

PAY Nine Thousand Three Hundred Fourteen Dollars And Fifteen Cents\*\*

PAY TO THE ORDER OF County of Greene

*Wendy Errol*  
AUTHORIZED REPRESENTATIVE

PAYEE ADDRESS: Attn: Wendy Errol, 411 Main Street, Catskill, NY 12414  
FOR: Lightning damage at 411 Main St. and Courthouse, less \$1,000 ded.



0003739960 1113008801

707700316

Packet Pg. 28