



MINUTES OF MEETING
Aviation Committee
April 25, 2022
7:00 PM

I. COMMUNICATIONS

Minutes of a meeting of the Aviation Committee of the Chemung County Legislature held in the Hazlett Building, 5th Floor, 203 Lake Street, Elmira, New York on Monday, April 25, 2022.

Members and officials present: John Pastrick, David Manchester, L. Thomas Sweet, Joseph Brennan, Mark Margeson, Christina Sonsire, Martin Chalk, Robert Briggs, William McCarthy, Scott Drake, Michael Smith, Rodney Strange, Bryan Maggs, Tom Freeman, Brian Hart, John Brennan

Legislator excused: Brian Hyland, Peggy Woodard, John Burin

The meeting was called to order by the Chairman of the committee, L. Thomas Sweet.

II. RESOLUTIONS, MOTIONS, AND NOTICES

1. Resolution authorizing application for and acceptance of US Department of Transportation Federal Aviation Administration Grant on behalf of the Elmira Corning Regional Airport (Modifications to Outbound Baggage Belt)

Motion made by Martin Chalk, seconded by Mark Margeson, and Passed with a vote of 4-0, authorizing application for and acceptance of US Department of Transportation Federal Aviation Administration Grant on behalf of the Elmira Corning Regional Airport (Modifications to Outbound Baggage Belt).

2. Resolution awarding bid to Tracey Road Equipment on behalf of the Elmira Corning Regional Airport (RFB-2409, Airport Snow Removal Equipment)

Motion made by Mark Margeson, seconded by Christina Sonsire, and Passed with a vote of 4-0, awarding bid to Tracey Road Equipment on behalf of the Elmira Corning Regional Airport (RFB-2409, Airport Snow Removal Equipment).

3. Resolution awarding bid to Dalrymple Gravel and Contracting on behalf of the Elmira Corning Regional Airport (RFB-2398, Reconstruction of Taxiway A)

Motion made by Martin Chalk, seconded by Mark Margeson, and Passed with a vote of 4-0, awarding bid to Dalrymple Gravel and Contracting on behalf of the Elmira Corning Regional Airport (RFB-2398, Reconstruction of Taxiway A).

4. Resolution authorizing agreement with Watkins Glen International on behalf of the Elmira Corning Regional Airport

Motion made by Mark Margeson, seconded by Christina Sonsire, and Passed with a vote of 4-0, authorizing agreement with Watkins Glen International on behalf of the Elmira Corning Regional Airport.

5. Resolution extending agreement with Sheen & Shine, Inc on behalf of the Elmira Corning Regional Airport (RFB-2064-R Interior and Exterior Cleaning of Terminal Windows)

Motion made by Martin Chalk, seconded by Mark Margeson, and Passed with a vote of 4-0, extending agreement with Sheen & Shine, Inc on behalf of the Elmira Corning Regional Airport (RFB-2064-R Interior and Exterior Cleaning of Terminal Windows).

6. Resolution extending agreement with Retterer & Sons on behalf of the Elmira Corning Regional Airport (RFB-2064-R Custodial Services, Terminal Building)

Motion made by Mark Margeson, seconded by Martin Chalk, and Passed with a vote of 4-0, extending agreement with Retterer & Sons on behalf of the Elmira Corning Regional Airport (RFB-2064-R Custodial Services, Terminal Building).

7. Resolution authorizing Task Order No. 22 with McFarland Johnson on behalf of the Elmira Corning Regional Airport (Reconstruct Taxiway A Construction Administration Project)

Motion made by Mark Margeson, seconded by Christina Sonsire, and Passed with a vote of 4-0, authorizing Task Order No. 22 with McFarland Johnson on behalf of the Elmira Corning Regional Airport (Reconstruct Taxiway A Construction Administration Project).

8. Resolution authorizing Purchase Agreement with Hillyard, Inc. on behalf of the Elmira Corning Regional Airport (Ride-on Sweeper)

Motion made by Martin Chalk, seconded by Mark Margeson, and Passed with a vote of 4-0, authorizing Purchase Agreement with Hillyard, Inc. on behalf of the Elmira Corning Regional Airport (Ride-on Sweeper).

9. Resolution authorizing Purchase Agreement with Deer & Company and CNH Industries of America, LLC on behalf of the Elmira Corning Regional Airport (Tractor and Flail)

Motion made by Martin Chalk, seconded by Mark Margeson, and Passed with a vote of 4-0, authorizing Purchase Agreement with Deer & Company and CNH Industries of America, LLC on behalf of the Elmira Corning Regional Airport (Tractor and Flail).

10. Resolution authorizing Purchase Agreement with Deer & Company and CNH Industries of America, LLC on behalf of the Elmira Corning Regional Airport (Case Excavator)

Motion made by Martin Chalk, seconded by Mark Margeson, and Passed with a vote of 4-0, authorizing Purchase Agreement with Deer & Company and CNH Industries of America, LLC on behalf of the Elmira Corning Regional Airport (Case Excavator).

III. OLD BUSINESS

IV. NEW BUSINESS

1. Tom Freeman, Director of Aviation - Update on ECRA

Tom Freeman, Director of Aviation provided the Legislature an update on the Elmira Corning Regional Airport. Mr. Freeman stated that enplanements are down at an estimate of 100,000 flights this year as compared to 150,000 flights in 2019. He reported that flights are about 85% to 90% full, but there just aren't enough flights. Mr. Freeman noted that the decrease in flights available is an industry wide problem due to lack of personnel and aircraft. He also noted that United Airlines

and American Airlines have discontinued flights of their 50 seat aircraft in about 15 smaller communities. Mr. Freeman stated that it is an on ongoing challenge to retain airlines in the smaller communities.

V. ADJOURNMENT

This meeting was adjourned on the motion made by Mr. Margeson, seconded by Mr. Chalk. Motion Carried.



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing application for and acceptance of US Department of Transportation Federal Aviation Administration Grant on behalf of the Elmira Corning Regional Airport (Modifications to Outbound Baggage Belt)

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Requesting resolution requesting to apply and accept an FAA grant for the Outbound Baggage Belt on behalf of the Elmira Corning Regional Airport (ECRA). This project involves modifications of the current baggage belt system conveying checked bags from the airline ticket counters to the bag screening area. The estimated cost of this project is \$2,750,000 (95% federal - \$2,612,500 and 5% local - \$137,500). The local share is to be paid for by Passenger Facility Charges (PFCs).

Vendor/Provider FAA

Term	Total Amount	\$2,750,00	Prior Amount
Local Share 5% (PFC's)	State Share	Federal Share	95%
Project Budgeted? Yes	Funds are in Account #		

CREATION:

Date/Time:	Department:
4/1/2022 2:35:16 PM	County Executive

APPROVALS:

Date/Time:	Approval:	Department:	
4/1/2022 2:36 PM	Approved	County Executive	
4/4/2022 11:19 AM	Approved	Budget and Research	
4/11/2022 11:24 AM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
Outbound_Baggage_Apply_Accept.pdf	Outbound Baggage Apply Accept	Cover Memo

Bipartisan Infrastructure Law, Airport Terminal and Tower Project Information

General

Airport Name: Elmira Corning Regional Airport
LOCID: KELM
State Code: NY
Point of Contact's Name: Thomas Freeman
Point of Contact's Title: Director of Aviation
POC's Phone Number: 607-873-1115
POC's Email Address: tfreeman@chemungcountyny.gov

Project Overview

Project Type: ☒ Terminal ☐ Tower

Project Description (75 words or less):

Project involves modifications to the outbound baggage belt system conveying passenger checked bags from the airline ticket counters to the bag screening area. The existing system requires excess manual handling of checked bags and has many ergonomic deficiencies, leading to work place injuries. The proposed project would address the ergonomic issues and reconfigure the outbound baggage belt so that it more efficiently conveys baggage with less manual handling of bags.

Target timeframe dates: Grant Award: 09/30/2022 Construction Start: 11/01/2022

Project Status

Total (Estimated) Project Cost: \$ 2,750,000

Amount of Funding Requested: \$ 2,612,500

Match Available: ☒ Yes ☐ No

Delivery Method (choose one):

☒ Design/Bid ☐ Design/Build ☐ CM at Risk ☐ Other:

Bid or GMP: ☐ Yes ☒ No. If "No," Estimated bid/GMP date: 08/31/2022

Phased Project: ☒ Yes ☐ No. If "Yes," Phase: 4 of 5

Do you have a comprehensive financial plan? ☒ Yes ☐ No

Is the project on an approved ALP?

☒ Yes ☐ No. If "Yes," enter the approval date: 11/02/2016

Is environmental determination complete?

☒ Yes ☐ No. If "Yes," enter the approval date: 02/16/2017

Is airspace approval complete?

☐ Yes ☐ No ☒ N/A.

If "Yes," enter the airspace case number:

Current Enplanements: 76,273

Approved Forecasted Enplanements: 156,677 **Year:** 2025

Existing Square Footage: 88,000 sq. ft.

Proposed Square Footage: 88,000 sq. ft.

Is this project phased and/or associated with an approved BIL, AIP or PFC project?

☒ Yes ☐ No ☐ N/A

If "Yes," describe:

The Sponsor embarked on a comprehensive multi-phase terminal rehabilitation and expansion in 2017 using a combination NYS DOT, AIP (FY 17 and FY 18), and PFC funds. The proposed project would complete Phase IV of V, involving modernizing and updating the outbound baggage belt system that conveys passenger checked bags from the ticket counters to the TSA inspection area.

Program Considerations (Terminal and Tower)

If you check a box below, you must describe how the project satisfies the criteria.

Check all that apply to the proposed project.

- ☒ **Increase Capacity and Passenger Access.** Description (Maximum Characters: 300):
Existing equipment is inefficient to operate and requires excess manual handling of baggage. The proposed project would increase the capacity of the airport to handle bags, especially oversized luggage (e.g. golf bags)
- ☒ **Replacing Aging Infrastructure.** Description (Maximum Characters: 300):
The existing outbound baggage belt is in poor condition, dating back to the original construction of the terminal in the late 1950's. The existing system is prone to breakdowns and expensive to maintain. It does not meet modern standards for worker safety.
- ☐ **Achieves Compliance with Americans with Disabilities Act and Expands Accessibility for Persons with Disabilities.** Description (Maximum Characters: 300):
- ☐ **Improves Airport Access for Historically Disadvantaged Populations.**
Description (Maximum Characters: 300):
- ☒ **Improves Energy Efficiency.** Description (Maximum Characters: 300):
The project would replace outdated mechanical systems with modern energy efficient systems. The mechanical systems that currently drive the baggage belt are dated and worn, making them inefficient to operate. New energy efficient mechanical drive systems would be provided.
- ☐ **Improves Airfield Safety through Terminal or Tower Relocation.**
Description (Maximum Characters: 300):

☐ **Encourages Actual and Potential Competition.** Description (Maximum Characters: 300):

☐ **Good Paying Jobs.** Description (Maximum Characters: 300):

Program Considerations (Tower Only)

If the project is for a tower, also complete this section of the form.

Project Type. The project type for this grant application (choose one or both):

☐ **Airport Owned, FAA Operated Tower**

☐ **Contract Tower Program**

Siting Study. Has a Siting Study been completed for the Air Traffic Control Tower Project?"

☐ Yes ☐ No

If you check a box below, also describe how the project satisfies the criteria.
Check all that apply to the proposed project.

☐ **Relocating.** Description (Maximum Characters: 300):

☐ **Reconstructing.** Description (Maximum Characters: 300):

☐ **Repairing.** Description (Maximum Characters: 300):

☐ **Improving Airport Owned Tower.** Description (Maximum Characters: 300):

Certifications

By electronically signing this document, I hereby certify that we have followed, or will follow, all procurement processes required under 2 CFR 200, including but not limited to:

- Davis Bacon
- Buy American
- Consultant Selection

Name:

Signature:

Date (if not in signature):

Title:



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution awarding bid to Tracey Road Equipment on behalf of the Elmira Corning Regional Airport (RFB-2409, Airport Snow Removal Equipment)

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

The Director of Aviation, on behalf of the Elmira Corning Regional Airport, is requesting awarding the bid to Tracey Road (Osh Kosh) for RFB-2409, Airport Snow Removal Equipment. The base bid is \$1,066,284.00.

M-B Company is low bid at \$958,365.00, however, they fail to meet specifications. A detailed email from the Director of Aviation is attached. This request to reject the low bid has been reviewed and approved by the County Attorney (see attached).

Vendor/Provider Tracey Road Equipment

Term Total Amount \$1,066,284 Prior Amount

Local Share 5% (PFC's) State Share Federal Share 95%

Project Budgeted? Yes Funds are in Account #

CREATION:

Date/Time:	Department:
4/7/2022 11:33:27 AM	County Executive

APPROVALS:

Date/Time:	Approval:	Department:	
4/7/2022 11:37 AM	Approved	County Executive	
4/7/2022 3:44 PM	Approved	Budget and Research	
4/11/2022 11:14 AM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
RFB-2409_SRE.pdf	RFB-2409 SRE	Cover Memo
SRE_Email.pdf	SRE Email	Cover Memo
Copy_of_RFB-2409_Airport_Snow_Removal_Equipment_Bid_Tab.pdf	Bid Tab	Cover Memo

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT
RFB-2409
Airport Snow Removal Equipment

Bid Opening: March 31, 2022

Bidders:	Tracey Road	Fort brand Services LLC *	M-B Companies Inc **
Addendum #1	Received	Received	Received
Description			
Base Bid	1,066,284.00	1,108,300.00	958,365.00
Alternate #1: Spare Brush Core	14,400.00	33,600.00	9,351.00
Alternate #2: Spare Plow Cutting Edge	3,300.00	6,566.00	1,971.00
Alternate #3: Brush Carts	4,500.00	3,797.00	858.00
Alternate #4: Maintenance Training	5,000.00	7,875.00	4,550.00
Alternate #5: Airport Decals Install	1,800.00	No Charge	921.00
Alternate #6	3,451.00	3,000.00	5,502.00

* No Seal on Waiver of Immunity, Unable to open some of tabs on Electronic Submission

** No Seal on Waiver of Immunity

Huffman, Chelly

From: Wise, Tricia
Sent: Wednesday, April 6, 2022 11:44 AM
To: Freeman, Tom
Cc: Brown, Matthew; Huffman, Chelly; Hoover, Steve; Hussain, M. Hyder; Moss, Christopher; Sheen, David
Subject: RFB-2409 Airport Snow Removal Equipment Bid - Reject low bidder
Attachments: RFB-2409 Airport Snow Removal Equipment Bid Tab.xls
Importance: High

Good morning, Tom –

Your request to reject the low bid due to bid not meeting specifications has been reviewed with the County Attorney and approved. Please include this information in your route slip submission to Legislature to award bidder.

Please take note that the next low bid price is over the amount budgeted in capital projects. In a discussion with Steve Hoover, it has been recommended that the Airport use CARES money to cover the balance.

A route slip to legislature will be required to increase the capital project budget accordingly.

Thank you,
Tricia

From: Freeman, Tom <tfreeman@chemungcountyny.gov>
Sent: Tuesday, April 5, 2022 12:20 PM
To: Wise, Tricia <twise@chemungcountyny.gov>
Cc: Brown, Matthew <mmbrown@chemungcountyny.gov>; Huffman, Chelly <chuffman@chemungcountyny.gov>
Subject: SRE Bids

Tricia: We have reviewed the bids for the Airport snow removal equipment (SRE). The Airport will prepare a route slip with the recommendation to award.

MB is low bid, however they fail to meet specifications on:

- item 5.15.3 regarding slope of the windshield- This was an exemption that the Airport denied. We have experience with this design. The design inhibits visibility and is in our opinion a safety hazard.
- item 5.15.8 regarding the exterior visor- This was an exemption that the Airport denied.
- Item 4,c regarding slope of windshield- This was an exemption that the Airport denied. We have experience with this design. The design inhibits visibility and is in our opinion a safety hazard.
- Item 12.1 regarding local support within 150 miles. – This was an exemption that the Airport denied. The Airport has extensive experience with the factory support proposed by MB. It is the Airport's experience that MB factory support is inadequate. It can take several days to arrange support. This is particularly a concern in winter weather conditions when equipment breaks down and the company has nationwide support requests.

MB had requested changes to the bid to include the above exemptions. We allowed the majority of requested changes however did not accept the above because of the importance of these specifications.

The next lowest bid was Oshkosh. Oshkosh met the bid requirements without any exemptions.

I am making the recommendation that the contract be awarded to Oshkosh.
Please advise if you need any additional information or documentation.

Thomas J. Freeman
Director of Aviation
Elmira Corning Regional Airport.



CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT
RFB-2409
Airport Snow Removal Equipment

Bid Opening: March 31, 2022

Bidders:	Tracey Road	Fort brand Services LLC *	M-B Companies Inc **
Addendum #1	Received	Received	Received
Description			
Base Bid	1,066,284.00	1,108,300.00	958,365.00
Alternate #1: Spare Brush Core	14,400.00	33,600.00	9,351.00
Alternate #2: Spare Plow Cutting Edge	3,300.00	6,566.00	1,971.00
Alternate #3: Brush Carts	4,500.00	3,797.00	858.00
Alternate #4: Maintenance Training	5,000.00	7,875.00	4,550.00
Alternate #5: Airport Decals Install	1,800.00	No Charge	921.00
Alternate #6	3,451.00	3,000.00	5,502.00

1,098,735.00

1,163,138.00

981,518.00

* No Seal on Waiver of Immunity, Unable to open some of tabs on Electronic Submission

** No Seal on Waiver of Immunity



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution awarding bid to Dalrymple Gravel and Contracting on behalf of the Elmira Corning Regional Airport (RFB-2398, Reconstruction of Taxiway A)

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

The Director of Aviation, on behalf of the Elmira Corning Regional Airport, is requesting authorization to award the bid to Dalrymple Gravel and Contracting for RFB-2398, Reconstruction of Taxiway A. The total gross sum bid is \$1,538,665.

Vendor/Provider Dalrymple Gravel and Contracting

Term	Total Amount	\$1,538,665	Prior Amount
Local Share	5% (PFC's)	State Share	Federal Share 95%
Project Budgeted?	Yes	Funds are in Account #	

CREATION:

Date/Time:	Department:
4/7/2022 1:29:03 PM	County Executive

APPROVALS:

Date/Time:	Approval:	Department:	
4/7/2022 1:34 PM	Approved	County Executive	
4/7/2022 3:44 PM	Approved	Budget and Research	
4/11/2022 11:10 AM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
RFB-2398.pdf	RFB-2398	Cover Memo
Bid Tab - RFB-2398 Reconstruct Taxiway A.pdf	Bid Tab	Cover Memo
ELM Reconstruct TW A - Construction Award Recommendation to Chemung County Pkg.pdf	Construction Award Recommendation	Cover Memo

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT

RFB-2398 RECONSTRUCTION OF TAXIWAY A

Bid Opening: APRIL 1, 2022

Bidders	Dalrymple Gravel and Contracting	Rifenburg Construction
Surety	Bid Bond	Bid Bond
Addendum #1 and #2	Received	Received
Total Gross Sum Bid	\$1,538,665.00	\$1,920,115.00

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT

RFB-2398 RECONSTRUCTION OF TAXIWAY A

Bid Opening: APRIL 1, 2022

Bidders	Dalrymple Gravel and Contracting	Rifenburg Construction
Surety	Bid Bond	Bid Bond
Addendum #1 and #2	Received	Received
Total Gross Sum Bid	\$1,538,665.00	\$1,920,115.00



McFarland Johnson
Innovative Solutions / Sustainable Results

49 Court Street • Suite 240 • Binghamton, NY 13901
Phone: 607-723-9421 • Fax: 607-723-4979
www.mjinc.com

April 4, 2022

Mr. Thomas Freeman
Director of Aviation
Elmira Corning Regional Airport
276 Sing Sing Road, Suite 1
Horseheads, New York 14845

**Re: Construction Award Recommendation
Elmira Corning Regional Airport
Reconstruct Taxiway A
FAA AIP No. 3-36-0026-075-2021**

Dear Mr. Freeman:

Two bids for the above referenced project were received on April 1, 2022, with the low bid submitted by Dalrymple Gravel & Contracting Co., Inc., 2105 South Broadway, Pine City, NY 14871. The bid was as follows:

- | | |
|---|-----------------------|
| 1. Dalrymple Gravel & Contracting Co., Inc. | \$1,538,665.00 |
| 2. Rifenburg Construction, Inc. | \$1,920,115.00 |

The certified bid tabulations are attached and have been reviewed and found to be in order. Based on the contractor's qualifications and experience on similar projects at Elmira Corning Regional Airport, we are recommending award of the construction contract in the amount of \$1,538,665.00 to:

Dalrymple Gravel & Contracting Co., Inc.
2105 South Broadway
Pine City, NY 14871
Phone: (607) 737-6200
Fax: (607) 767-0841

If you have any questions or require any additional information, please do not hesitate to contact this office.

Sincerely,
McFarland-Johnson, Inc.

Jared P. Moore, P.E.
Project Engineer

Enclosures

cc: Matthew Brown (ELM)
Jeff Wood (MJ)
Kelli Walters (MJ)

Elmira Corning Regional Airport - Horseheads, NY Reconstruct Taxiway A Friday, April 1, 2022 FAA AIP 3-36-0026-075-2021 Chemung County RFB-2398 MJ Project No. 18302.16				McFarland-Johnson, Inc. 49 Court Street, Suite 240 Binghamton, NY 13901		Dalrymple Gravel & Contracting Co., Inc. 2105 South Broadway Pine City, NY 14871		Rifenburg Construction, Inc. 159 Brick Church Road Troy, NY 12180	
Item No.	Description	Unit of Measure	Estimated Quantity	Engineer's Estimate		Contractor 1		Contractor 2	
				Unit Price	Total Value	Unit Price	Total Value	Unit Price	Total Value
BASE BID									
C-100-1	CONTRACTOR'S QUALITY CONTROL PROGRAM (CQCP)	LS	1	\$ 14,000.00	\$ 14,000.00	\$ 2,000.00	\$ 2,000.00	\$ 168,000.00	\$ 168,000.00
C-102-25	DRAINAGE STRUCTURE INLET PROTECTION, SILT FENCE-TEMPORARY	LF	210	\$ 10.00	\$ 2,100.00	\$ 9.00	\$ 1,890.00	\$ 10.00	\$ 2,100.00
C-105-1	MOBILIZATION (3% MAX)	LS	1	\$ 39,775.50	\$ 39,775.50	\$ 40,000.00	\$ 40,000.00	\$ 55,500.00	\$ 55,500.00
C-105-2	ENGINEER'S FIELD OFFICE	LS	1	\$ 14,100.00	\$ 14,100.00	\$ 12,000.00	\$ 12,000.00	\$ 7,500.00	\$ 7,500.00
M-120-1	MAINTENANCE AND PROTECTION OF TRAFFIC	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 130,000.00	\$ 130,000.00	\$ 235,737.00	\$ 235,737.00
M-120-2	LOW-PROFILE CONSTRUCTION BARRICADES	EA	34	\$ 250.00	\$ 8,500.00	\$ 160.00	\$ 5,440.00	\$ 117.00	\$ 3,978.00
M-120-5	FABRIC CLOSURE MARKER - TAXIWAY	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 7,500.00	\$ 7,500.00	\$ 1,550.00	\$ 1,550.00
M-150-1	PROJECT SURVEY AND STAKEOUT	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 55,000.00	\$ 55,000.00	\$ 32,000.00	\$ 32,000.00
P-100-1	GEOXTILE STABILIZATION FABRIC	SY	9,800	\$ 2.00	\$ 19,600.00	\$ 2.50	\$ 24,500.00	\$ 1.00	\$ 9,800.00
P-101-1	PAVEMENT REMOVAL	SY	9,400	\$ 4.00	\$ 37,600.00	\$ 8.00	\$ 75,200.00	\$ 7.50	\$ 70,500.00
P-101-3	MISCELLANEOUS COLD MILLING	SY	50	\$ 40.00	\$ 2,000.00	\$ 13.00	\$ 650.00	\$ 21.00	\$ 1,050.00
P-152-1	UNCLASSIFIED EXCAVATION	CY	5,600	\$ 10.00	\$ 56,000.00	\$ 15.00	\$ 84,000.00	\$ 18.00	\$ 100,800.00
P-152-4	UNDERCUT EXCAVATION AND BACKFILL	CY	560	\$ 60.00	\$ 33,600.00	\$ 17.00	\$ 9,520.00	\$ 78.00	\$ 43,680.00
P-209-1	CRUSHED AGGREGATE BASE COURSE	CY	6,350	\$ 60.00	\$ 381,000.00	\$ 55.00	\$ 349,250.00	\$ 73.00	\$ 463,550.00
P-401-1	ASPHALT SURFACE COURSE	TON	2,400	\$ 100.00	\$ 240,000.00	\$ 125.00	\$ 300,000.00	\$ 123.00	\$ 295,200.00
P-401-2	ASPHALT BINDER COURSE	TON	3,100	\$ 95.00	\$ 294,500.00	\$ 110.00	\$ 341,000.00	\$ 112.00	\$ 347,200.00
P-603-1	BITUMINOUS TACK COAT	GAL	1,960	\$ 2.50	\$ 4,900.00	\$ 4.50	\$ 8,820.00	\$ 8.00	\$ 15,680.00
P-605-1	JOINT SEALING FILLER	LF	390	\$ 5.00	\$ 1,950.00	\$ 13.00	\$ 5,070.00	\$ 10.50	\$ 4,095.00
P-620-3	YELLOW PAVEMENT MARKINGS	SF	1,200	\$ 4.00	\$ 4,800.00	\$ 7.10	\$ 8,520.00	\$ 6.00	\$ 7,200.00
P-620-6	TEMPORARY YELLOW PAVEMENT MARKINGS	SF	1,200	\$ 2.00	\$ 2,400.00	\$ 7.10	\$ 8,520.00	\$ 6.00	\$ 7,200.00
P-620-7	PREFORMED THERMOPLASTIC PAVEMENT MARKINGS	SF	430	\$ 35.00	\$ 15,050.00	\$ 34.50	\$ 14,835.00	\$ 40.00	\$ 17,200.00
D-700-2	INFILTRATION TRENCH	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 50,000.00	\$ 50,000.00	\$ 26,000.00	\$ 26,000.00
T-901-1	HYDROSEEDING	ACRE	0.30	\$ 2,500.00	\$ 750.00	\$ 5,500.00	\$ 1,650.00	\$ 2,250.00	\$ 675.00
T-905-2	TOPSOILING (OBTAINED ON SITE)	CY	110	\$ 40.00	\$ 4,400.00	\$ 15.00	\$ 1,650.00	\$ 29.50	\$ 3,245.00
T-908-1	MULCHING	ACRE	0.30	\$ 2,000.00	\$ 600.00	\$ 5,500.00	\$ 1,650.00	\$ 2,250.00	\$ 675.00
				TOTAL BASE BID	\$ 1,365,625.50	TOTAL BASE BID	\$ 1,538,665.00	TOTAL BASE BID	\$ 1,920,115.00



Jared P. Moore, P.E.

This is to certify that this document represents the bids received on Friday April 1, 2022 and that the bids received have been reviewed thoroughly.

\$ 39,775.50
MAX 3% MOB.
OK

\$ 44,959.95
MAX 3% MOB.
OK

\$ 55,938.45
MAX 3% MOB.
OK



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing agreement with Watkins Glen International on behalf of the Elmira Corning Regional Airport

Resolution #:

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

The Director of Aviation, on behalf of the Elmira Corning Regional Airport, is requesting authorization of an advertising agreement with Watkins Glen International. The cost is \$10,600 paid for by the SCASDP grant.

The anticipated events for 2022 are as follows:

- IMSA WeatherTech SportsCar Championship (June 24-26)
- Finger Lakes Wine Festival (July 8-10)
- GT World Challenge (July 22-24)
- ARCA Menards Series, NASCAR XFINITY Series & NASCAR Cup Series (August 19-21)
- Hilliard US Vintage Grand Prix (September 9-11)

ELM will receive:

- being named as the Preferred Airport of Watkins Glen International
- logo and banner of WGI website
- 4 social media posts on platforms prior to each major event weekend
- a mutually agreed upon number of thirty second (:30) public address announcements/day during each major event weekend
- twenty (20) Drive the Glen passes
- on-site signage

CREATION:

Date/Time:	Department:
4/7/2022 1:36:29 PM	County Executive

APPROVALS:

Date/Time:	Approval:	Department:	
4/7/2022 1:51 PM	Approved	County Executive	
4/7/2022 3:42 PM	Approved	Budget and Research	
4/11/2022 9:42 AM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
WGI Agreement.pdf	Agreement	Cover Memo

PROMOTIONAL PARTNER AGREEMENT

This Promotional Partner Agreement ("Agreement") is made and entered into as of the last date of execution by a party hereto ("Effective Date") by and between **ELMIRA CORNING REGIONAL AIRPORT**, with its principal place of business at 276 Sing Sing Road #1, Horseheads, NY 14845 ("Partner"), and **WATKINS GLEN INTERNATIONAL, LLC d/b/a Watkins Glen International**, a Delaware limited liability company, having its principal place of business at 2790 County Route 16, Watkins Glen, New York 14891 ("WGI").

WHEREAS, WGI owns and operates Watkins Glen International® located in Watkins Glen, New York ("Speedway"); and

WHEREAS, Partner desires to be the Preferred Airport of Watkins Glen International and obtain other various promotional rights and opportunities, as further described herein.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The statements in the WHEREAS clauses above are true and correct and hereby incorporated into this Agreement.
2. **Incorporation of Exhibits.** The term "Agreement" shall jointly refer to this Promotional Partner Agreement and Exhibits A and B.
3. **Definitions.** For purposes of this Agreement, the following terms and phrases shall be defined as provided herein:
 - A. "Affiliate" means an entity directly or indirectly controlling, controlled by or under common control with a party to this Agreement, provided that such entity shall be considered an Affiliate only for the time during which such control exists.
 - B. "Event Weekend" means the series of motorsports racing events, anticipated to be held at the Speedway over the course of any weekend (which may include a Thursday, Friday, Saturday and/or Sunday) each year during the Term. For purposes of this Agreement, the Event Weekends anticipated to be held at the Speedway as of execution of this Agreement includes the following and this Agreement only contemplates these Event Weekends:
 - (1) IMSA WeatherTech SportsCar Championship Sahlen's Six Hours of The Glen (June 24-26, 2022)
 - (2) Finger Lakes Wine Festival (July 8-10, 2022)
 - (3) GT World Challenge (July 22-24, 2022)
 - (4) ARCA Menards Series, NASCAR XFINITY Series and NASCAR Cup Series Major Event Weekend (August 19-21, 2022)
 - (5) Hilliard U.S. Vintage Grand Prix (September 9-11, 2022)
 - C. "IMSA" means the International Motor Sports Association.
 - D. "NASCAR" means the National Association for Stock Car Auto Racing.
 - E. "Partner's Marks" means the various emblems, symbols, legends, logos, signs, representations, trademarks, insignias or other indicia denoting or identifying Partner, its brands, and/or its products or services, as listed on Exhibit A to the Agreement.
 - F. "Race Season" means such motorsports racing events as may be conducted at the



Speedway during any one (1) calendar year of the Term of this Agreement.

- G. "Speedway" means the Watkins Glen International racetrack facility in Watkins Glen, Schuyler County, New York, operated by Watkins Glen International, LLC, including the racetrack, grandstands, infield, (which includes victory lane) and surrounding parking areas contiguous with the Speedway, all as may be limited now or in the future by the terms of the sanctioning agreement with the sanctioning body for a particular race.
 - H. "Territory" means the United States of America.
4. **Term.** This Agreement shall commence as of the Effective Date, and unless terminated earlier in accordance with its provisions, shall remain in effect until October, 28 2022 ("Term").
5. **Consideration.**
- A. In consideration of the rights and benefits provided for Partner benefit and use hereunder, Partner shall pay to WGI fees in the amount of \$10,600 ("Rights Fees").
 - B. Rights Fees shall be due on or before June 21, 2022.
 - C. All amounts are expressed and shall be payable in U.S. funds immediately available by electronic payment or check pursuant to invoice, unless otherwise instructed by WGI, in writing.
 - D. Partner understands and agrees that the Rights Fees shall be due and payable in accordance with the above-mentioned schedule. Said Rights Fees which are due and payable but have not been received by WGI by the applicable due date set forth above shall be subject to a monthly late charge of 1.5% of the amount(s) owed, which Partner hereby agrees to pay. Further, Partner hereby agrees to pay any and all reasonable costs of collection incurred for delinquent payments, including court costs and/or attorney's fees.
 - E. Partner understands and agrees that should Partner fail to provide WGI with the Rights Fees or provide the appropriate certificates of insurance as required herein, WGI may deny Partner access to the Speedway until such obligations are fulfilled. Such actions by WGI shall not be considered a breach of this Agreement by WGI nor relieve Partner of any Rights Fees due and owing hereunder.
6. **Benefits Provided to Partner.**
- A. Subject to the procedures, terms and conditions set forth herein, and provided that it timely complies with all applicable requirements and obligations hereunder, Partner shall be entitled to the benefits set forth on Exhibit B during the Term. The failure of Partner to fully utilize the benefits hereunder, or to provide WGI with artwork or copy for any signage, advertising, public address announcements, or other promotional materials (such that the untimely or non-conforming submissions are not used by WGI), shall not entitle Partner to any refund or compensation therefore, and there shall be no reduction in fees due and owing hereunder.
 - B. Except where otherwise specifically defined in this Agreement, all issues and decisions pertaining to signage, advertising, public address announcements, and other promotional materials (including without limitation content, size, quantity, location, placement, design, materials, scheduling, and timing) for the Speedway and other Speedway sponsors shall be made in the sole discretion of WGI, provided that WGI will not unreasonably withhold approval of any content proposed by Partner regarding Partner's products and services that otherwise complies with WGI's size and other requirements.



- C. At its own expense, Partner shall provide WGI with all artwork and copy for all signage, advertising, camera-ready artwork, public address announcements and other necessary materials contemplated in Exhibit A hereto, in accordance with the specifications and closing dates or deadlines for such materials provided by WGI. All such artwork and copy for all signage, advertising, camera-ready artwork, public address announcements and other necessary materials require the prior review and written approval of WGI. Costs for the production and installation of all such signage are included in the Rights Fees.
- D. The parties acknowledge and agree that the rights and benefits granted to Partner are granted on a non-exclusive basis.

7. Licensing.

A. WGI's Right to use Partner's Marks.

During the Term, Partner hereby grants WGI the Partner License to use the Partner's Marks in connection with the promotion of the Speedway, its events (including but not limited to promotion and event merchandise), tickets sales and other uses ancillary to the operation of the Speedway and promotion of its events.

B. Approvals.

- (1) WGI shall submit its proposed usage of the Partner's Marks to Partner for its prior written approval. Should Partner fail to respond to such submission within 10 business days of receipt thereof, such submissions shall be deemed approved. Notwithstanding the above, WGI shall submit to Partner a request for approval to use the Partner's Marks in association with a third party mark, which approval shall not be unreasonably withheld.

- C. Upon the termination of this Agreement, WGI shall cease and desist all use of the Partner's Marks in any manner and will not adopt any word or mark which is confusingly or deceptively similar to the Partner's Marks.

- D. Partner agrees that unless it shall have the right to do so pursuant to an agreement executed with the appropriate entity, it shall not engage in any marketing, promotional, or advertising activities on the property of or in connection with Affiliates of WGI, including without limitation activities that may be construed as "Ambush Marketing." "Ambush Marketing" shall include, but not be limited to, the unauthorized use of intellectual property, event tickets for consumer prize giveaways, contests, sweepstakes or other promotions; and the creation of any advertising that incorporates a theme or image that would lead a reasonable person to believe the non-sponsor advertiser is in some way associated with or has been endorsed by the WGI Affiliate. Should WGI or its Affiliate, in their discretion, deem Partner's activities to be "Ambush Marketing," upon notice, Partner shall immediately cease such activities until the party can mutually resolve the disputed activity.

- E. WGI reserves all rights not expressly granted to Partner in this Agreement.

8. Indemnification and Insurance.

- A. Partner shall indemnify, defend, hold harmless and/or provide contribution for Watkins Glen International, LLC, Levy Premium Foodservice Limited Partnership, their respective parent(s), subsidiaries, limited liability and Affiliate companies and their respective shareholders, officers, directors, members, agents, employees, trustees, receivers, successors, and assigns (the "WGI Indemnified Parties") from and against any and all



claims of liability, loss, damage, expenses, court costs and attorneys' fees in connection with, arising out of or directly or indirectly, related to (i) the use of Partner's products or services; (ii) the use by Partner of any Marks granted hereunder in advertising or promotional materials as permitted herein; (iii) WGI's use of a Partner's Mark as authorized in this Agreement which violates the intellectual property rights of a third party; (iv) the acts or omissions or violation of any law, code, ordinance or otherwise (including but not limited to the Americans with Disabilities Act and analogous state or local laws relating to nondiscrimination and/or physical and/or technological accessibility for guests with disabilities) of Partner, or its representatives, agents, volunteers, employees, contractors or subcontractors; (v) Partner's breach of this Agreement. Partner's obligation to defend hereunder shall not extend to claims which have been determined by a court of competent jurisdiction by final and non-appealable judgment or written settlement between the parties, to have resulted from the sole negligence, willful misconduct, or violation of law of a WGI Indemnified Party.

- B. WGI shall indemnify, defend and hold Partner and its shareholders, officers, directors, agents, employees, members, parent companies, related or Affiliated companies, subsidiaries, trustees, receivers, successors and assigns ("Partner's Indemnified Parties") harmless from and against any and all claims of liability, loss, damage, expenses, court costs and attorneys' fees in connection with, arising out of directly or indirectly, related to (i) the use of Speedway products or services, including, but not limited to, claims made by spectators or participants as a result of on-track incidents at events held at the Speedway; (ii) the use by WGI of any of Partner's Marks granted hereunder in advertising or promotional materials as permitted herein; (iii) Partner's use of an WGI Mark as authorized in this Agreement which violates the intellectual property rights of a third party; (iv) the acts or omissions of WGI, the Speedway, its staff, agents or employees; or (v) WGI's breach of this Agreement.
- C. Each party shall give the other party prompt notice of any claim or suit coming within the purview of these indemnities. Upon the written request of an indemnitee, the indemnitor will assume the defense of any claim, demand or action against such indemnitee and will upon the request of the indemnitee, allow the indemnitee to participate in the defense thereof, such participation to be at the expense of the indemnitee. Settlement by the indemnitee without the indemnitor's prior written consent shall release the indemnitor from the indemnity as to the claim, demand or action so settled. Termination of this Agreement shall not affect the continuing obligations of each of the parties as indemnitor's hereunder.
- D. WGI represents and warrants that it will maintain throughout the Term of the Agreement a commercial general liability insurance policy with a reputable company having a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; motor vehicle liability covering all owned, non-owned and hired vehicles with coverage limits of not less than \$1,000,000 per occurrence; and Worker's Compensation insurance, including employer's liability, with minimum limits statutory for all states of operation.
- E. Partner agrees to secure and maintain a commercial general liability insurance policy (including personal injury and contractual liability), having a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Such policy shall be written on an occurrence-based form, with an insurance company rated A- VIII or better by the most current A.M. Best Rating Guide and name as additional insured the Indemnified Parties. Should such policy be written on a claims-made form, such insurance shall remain in place for a period of three (3) years beyond the Term. Partner shall secure and maintain (or require the applicable employer to secure and maintain) Worker's Compensation insurance, including employer's liability, with minimum limits statutory for all states of operation. Partner shall also secure and maintain motor vehicle



liability (including hired, owned, and non-owned) on any vehicle used or displayed on or within the Speedway with coverage limits of not less than \$1,000,000 per occurrence. Upon execution of this Agreement, Partner shall deliver to WGI a certificate of insurance evidencing the above coverage. Such insurance shall be primary and non-contributory over any other insurance that may be available to an WGI Indemnified Party. A waiver of subrogation shall apply in favor of the WGI Indemnified Parties. Insurance limits specified herein are minimums. Insurance coverage shall apply to the fullest extent of Partner's insurance policy limits, or to the extent allowed by law, whichever is greater. Should the above described policy(ies) be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. All of the provisions of this Section shall survive the expiration or termination of this Agreement.

9. **Default.** The parties agree, without prejudice to any other rights of WGI, that Partner is in default in the event of any and/or all of the following: (i) Partner fails to make any and all payments required under this Agreement on or before 5 days after receipt of written notice that a payment has not been made; (ii) Partner fails to observe or perform any and/or all material obligations required by this Agreement on or before 15 days after receipt of written notice that Partner has failed to perform an obligation; (iii) Partner files bankruptcy and/or is adjudicated to be bankrupt whether under federal, state and/or foreign laws; (iv) Partner enters into and or becomes the subject of any reorganization proceeding, liquidation proceeding, receivership and/or similar proceeding whether under federal, state, and/or any foreign laws; and/or (v) Partner, in the reasonable determination of WGI (it is not necessary that any of the following actually occur but rather only that WGI has a reasonable belief that the one or more of the following has occurred), becomes insolvent, fails to pay its debts when they come due, and/or does not have the ability to pay its debts when they come due. In the event of a default, WGI may terminate this Agreement, without prejudice to the rights and remedies of WGI, by giving written notice of termination to Partner. The rights set forth in the preceding paragraph are in addition to all other rights and remedies provided under this Agreement and/or by applicable law.

Neither party shall be liable for any failure, inability, or delay to perform its obligations hereunder if such failure, inability or delay arises beyond control or without fault of the offending party. By way of example, and not limitation, such causes may include acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; pandemics; riots; labor disputes; or governmental actions (federal, state or local), rendering performance commercially impractical. In the event of such failure, WGI or Partner, as the case may be, shall use its best efforts to cure such cause and to resume performance.

10. **Cross-Default.** If Partner defaults on its obligations to WGI or to any Affiliate, under this or any other agreement or relationship between Partner and WGI or any Affiliate, then and in that event, WGI, and any Affiliate with contractual relationships with Partner, in the sole discretion of each separate entity, shall be entitled to declare a cross-default on any other contracts or obligations Partner has with WGI or WGI Affiliate, as the case may be.
11. **Creditworthiness.** Partner acknowledges that WGI has relied upon its understanding of Partner's creditworthiness based upon publicly available information at the time of entering into this Agreement in determining to enter into this Agreement and in structuring the terms and provisions of the Agreement, including but not limited to, the payment schedule contained in this Agreement and that but for such understanding of and reliance upon Partner's creditworthiness WGI would not have entered into the Agreement upon such terms and provisions. Partner acknowledges and agrees that if the publicly available information about Partner's creditworthiness changes so as to materially increase the credit risk to WGI or if a reputable credit rating bureau or service lowers Partner's credit rating such that WGI would not have entered into this Agreement, as determined in WGI's reasonable sole discretion, then WGI, again in its reasonable sole discretion, may elect to accelerate the payment schedule. In such event WGI



shall inform Partner of the decision and accelerated payment schedule in writing.

12. **Remedies.** Upon default or breach of this Agreement by either party, the non-defaulting party shall have the right to recover from the defaulting party all damages and other remedies available to the non-defaulting party at law or in equity, resulting from or arising out of the default under this Agreement. All such remedies shall be cumulative and non-exclusive. To the extent permitted by law, each remedy may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy.

13. **Miscellaneous Provisions.**

- A. **Assignment.** Partner agrees that this Agreement CANNOT be subleased, transferred or assigned to another party, without WGI prior written consent. Any attempt to sublease, transfer or assign this Agreement without prior written consent of WGI is void. Any change in control of Partner (whether by merger, asset sale, stock purchase or other assignment or operation at law) shall for the purposes of this Agreement be deemed an assignment of the rights and obligations contained herein and shall require the written approval of WGI, which shall not be unreasonably withheld. In the event WGI permits such sublease, transfer or assignment of the Agreement, Partner shall remain liable and responsible to WGI for such sublease, transferee, or assignee and its activities in accordance with the terms and conditions of this Agreement.
- B. **Contractual Relationship Created.** Nothing contained herein shall be construed to create or constitute any employment, agency, partnership, franchise or joint venture arrangement by and between the parties, and neither party has the power or authority, express or implied, to obligate or bind the other or thing whatsoever.
- C. **Governing Law.** The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of New York, without giving effect to the principles of comity or conflicts of laws thereof.
- D. **Arbitration.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use as the sole and exclusive dispute resolution process available under this Agreement, the following procedures. The parties shall first use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 45 days, then, upon written notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules including the Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such award shall provide for the prevailing party to receive reasonable attorney's fees from the losing party. Both parties shall be equally responsible for all arbitration fees and costs charged by the tribunal; however, the arbitrator may award the foregoing arbitration fees, costs and expenses as damages. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The place of arbitration shall be Watkins Glen, New York.

In the event the enforceability of the preceding "Arbitration" provision is challenged by a Party, or if such provision is otherwise deemed unenforceable for any reason, the Parties knowingly and voluntarily agree that the mandatory, exclusive venue for any action in any way related to this Agreement or its enforcement, including without limitation the initial



challenge of the Arbitration provision, shall be the state and federal courts in and for Schuyler County, New York. All parties hereby knowingly and voluntarily waive any and all objections to venue and personal jurisdiction in the foregoing, and submit themselves thereto.

- E. **Confidentiality.** The financial terms and conditions of this Agreement and the substance of this Agreement are and shall remain confidential, and shall be communicated and available only to such employees or agents of either party with a legitimate business need to know such confidential terms and conditions. Each party shall be responsible for any breach of this Section by such party's employees, related companies and/or agents and each such party shall cooperate with the other party to remedy the breach.
- F. **Entire Agreement; Counterparts.** This Agreement constitutes the entire Agreement between the parties hereto concerning the subject matter hereof, and supersedes all prior Agreements, memoranda, correspondence, conversations and negotiations between the parties. This Agreement may be executed in several counterparts that together shall constitute but one and the same Agreement.
- G. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law; however, if any provision of this Agreement shall be invalid or prohibited for any reason, any such provision shall be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intention of the parties, and the remainder of any such provisions and the remaining provisions of this Agreement shall remain valid and enforceable.
- H. **Modifications or Amendments.** This Agreement shall not be amended, modified or abrogated, except upon written agreement, executed by that party or those parties whose rights or obligations are being amended, modified or abrogated.
- I. **Waiver.** No failure of either party to object or to take affirmative action with respect to any conduct of the other party which is violation of the terms hereof or nonperformance hereunder shall be deemed a waiver of any subsequent default or nonperformance. No waiver shall be effective unless in writing, signed by the party or parties to which the performance or duty is owed. No delay in asserting any right or remedy shall constitute waiver of any right or remedy.
- J. **No Construction Against Drafting Party.** Each party to this Agreement expressly recognizes that this Agreement results from a negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to this Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.
- K. **Limitations Imposed by Law.** All provisions of this Agreement are subject to all applicable requirements, limitations, and conditions of the federal, state and local codes, laws, ordinances, regulations and rules applicable in the State of New York. Further, it is understood and agreed Partner's use of any benefits received hereunder are subject to and must be utilized in accordance with all applicable federal, state, local, rules, regulations, laws, codes, ordinances, and guidelines, including without limitation all federal and state Occupational Safety and Health Regulations.
- L. **Drone Prohibition.** WGI strictly prohibits the use of unmanned aerial systems ("UAS"), also known as drones, for any purpose whatsoever at the Speedway. A UAS, for purposes of this Agreement, is any aircraft without a human pilot aboard. WGI personnel may remove anyone using a UAS at the Speedway and confiscate the UAS until the



conclusion of the Event Weekend.

- M. Rescheduled Event.** If an event for which the Partner has partnership rights under this Agreement is postponed and rescheduled for a date after the last day of the Term of this Agreement, then the Term of this Agreement shall be deemed to continue until the conclusion of the rescheduled event. In the event of postponement of an Event, WGI's sole obligation will be to provide the assets and benefits set forth herein on the day of the rescheduled Event. In such event, all agreed upon due dates will be moved according to new Event schedule. In the event of cancellation of an Event, WGI will work with Partner to schedule a reasonable alternative at a future comparable event. In the event no alternative is agreed upon, the parties will be released from obligation for the postponed Event agreement only and any funds paid in advance of an Event will be refunded proportionally to any benefits already received. Any agreement between parties concerning events expected to be held in the future will remain in full force and effect. This shall not, however, extend or alter in any way the Term of this Agreement if this Agreement has been terminated earlier.
- N. Sanctioned Events.** To the extent this Agreement refers to certain events, these events are subject to annual sanctioning body approval. The date(s) of any event is not certain, and event(s) may not even occur at the discretion of the sanctioning body. Failure to obtain a sanctioned event shall in no way be construed as a default or breach of this Agreement. Notwithstanding the foregoing, if an Event does not occur during any year of the Term, Partner shall be entitled to receive mutually agreed upon substitute benefits at an Affiliated racetrack property for any benefits not delivered to Partner as result of such Event cancellation. In the event the parties cannot agree on such substitute benefits following good faith negotiations, Partner shall be entitled to receive a pro-rata refund of the Rights Fees for any benefits not delivered to Partner as a result of such Event cancellation.
- O.** Partner understands and acknowledges the competitive nature of motorsports sponsorships in connection with securing Event entitlements, racetrack property naming rights and NASCAR Series Sponsorships. Should a competitor of Partner wish to entitle a Event at Speedway, purchase the naming rights to the Speedway, or secure one of NASCAR's Official Tier Sponsorships, Watkins Glen International, LLC shall have the option of terminating this Agreement or canceling a portion of Partner's relationship with the Speedway. In the event the Speedway wishes to exercise its rights hereunder, Speedway shall provide Partner a minimum of thirty (30) days' notice of such cancellation or termination, and, if necessary, shall refund Partner a proportional allocation of its Rights Fees for loss of the benefits described herein. The parties acknowledge and agree that in no event shall such actions constitute a breach or default under this Agreement.

14. Address for Service of Notices.

If to Partner: Elmira Corning Regional Airport
276 Sing Sing Road #1
Horseheads, NY 14845
Attn: Thomas J. Freeman, Director of Aviation

If to WGI: Watkins Glen International, LLC
2790 County Route 16
Watkins Glen, NY 14891
Attn: President

With a Copy to: Legal Department
International Motorsports Center
One Daytona Blvd.



Daytona Beach, FL 32114

15. **Authorized Signature.** Each of the individuals executing this Agreement certifies that he or she is duly authorized to do so.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

WATKINS GLEN INTERNATIONAL, LLC d/b/a Watkins Glen International

"WGI"

By: _____

Print Name: _____

Title: _____

Date: _____

ELMIRA CORNING REGIONAL AIRPORT

"Partner"

By: _____

Print Name: _____

Title: _____

Date: _____



**EXHIBIT A
PARTNER MARKS**



**EXHIBIT B
BENEFITS PROVIDED TO PARTNER**

1. Designations: "Preferred Airport of Watkins Glen International"

The foregoing "Partner" designation and tag line is a component of the Marks.

2. Promotional Collateral:

A. Partner will have the opportunity for logo identification and recognition in selected pre-event promotional collateral and publicity pieces produced by WGI (pending availability and deadlines) consisting of the following:

- (1) WGI Website (www.theglen.com):
 - a. Logo inclusion on home page
 - b. Banner ad listing on accommodations pages

B. Partner will have the opportunity for four (4) social media posts on platforms such as Facebook, Twitter and Instagram prior to each Major Event Weekend.

C. Partner will receive a mutually agreed upon number of thirty second (:30) public address announcements per day read on a rotating basis during each Major Event Weekend.

2. Admissions/Passes: Company will receive twenty (20) complimentary Drive The Glen passes for use by Company employees.

3. On-Site Signage: Partner will receive the on-site signage and brand integration at the Speedway as described below. The location of such signage will be mutually agreed upon by the parties.

A. Race Season:

- (1) One (1) 4' x 28' Pit Terrace Front Billboard
- (2) One (1) 4' x 24' FrontStretch Front Billboard
- (3) One (1) 5' x 16' Pit Terrace Back Billboard





CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution extending agreement with Sheen & Shine, Inc on behalf of the Elmira Corning Regional Airport (RFB-2064-R Interior and Exterior Cleaning of Terminal Windows)

Resolution #:

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

The Director of Aviation, on behalf of the Elmira Corning Regional Airport is requesting authorization to extend the Sheen and Shine, Inc. agreement authorized by 19-416 for the interior and exterior cleaning of the terminal windows. This will be the third of three (3), one (1) year extensions until 3/31/23 under the same terms and conditions. The cost per cleaning is \$6,588 or \$13,176 annually (on or about April and October).

CREATION:

Date/Time:	Department:
4/7/2022 1:57:23 PM	County Executive

APPROVALS:

Date/Time:	Approval:	Department:	
4/7/2022 2:40 PM	Approved	County Executive	
4/7/2022 3:43 PM	Approved	Budget and Research	
4/11/2022 11:02 AM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
Copy of RFB-2064-R Custodial Services Elmira Corning Regional Airport Terminal Bid Tab.pdf	RFB-2064-R Custodial Services ECRA	Cover Memo

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT

RFB-2064-R

Re-Bid Custodial Services, Elmira Corning Regional Airport Terminal

Bid Opening: February 7, 2019

Bidder	Retterer & Sons				Greenstar Services, Inc.				Duran Cleaning Services				D & R Cleaning, Inc.		
Addenda 1 & 2	Acknowledged Addendum #1 Only				Acknowledged Addendum #1 Only				Acknowledged Addenda #1 and #2				Did Not Acknowledge Addendum # 1 or 2		
Bid Item #1 Terminal Cleaning	Year 1	Year 2	Year 3	Year 4	Year 1	Year 2	Year 3	Year 4	Year 1	Year 2	Year 3	Year 4	Year 1	Year 2	Year 3
Total Monthly Cost	\$19,318.00	\$20,025.00	\$20,729.00	\$21,435.00	\$33,559.88	\$34,379.19	\$35,428.40	\$36,792.18	\$30,110.00	\$35,020.00	\$36,000.00	\$37,070.00	\$33,540.00	\$35,100.00	\$36,660.00
Total Annual Cost	\$231,826.00	\$240,292.00	\$248,758.00	\$257,223.00	\$402,718.55	\$412,550.27	\$425,140.84	\$441,506.15	\$361,320.00	\$420,240.00	\$432,000.00	\$444,840.00	\$330,365.60	\$353,685.02	\$377,019.68
Total # Cleaner Hours/Month	1,061	1,061	1,061	1,061	903	903	903	903	1,060	1,060	1,060	1,060	953.33	953.33	953.33
Total # Supervisor Hours/Month	243	243	243	243	121	121	121	121	125	125	125	125	606.67	606.67	606.67
Total # of Employees Required to Perform Work	10	10	10	10	7	7	7	7	8	8	8	8	10	10	10
Bid Item #1 Grand Total (Year 1 - 4)	\$978,099.00				\$1,681,915.81				\$1,658,400.00				\$1,722,240.00		
Bid Item #2 Cleaning of all Windows Interior & Exterior (Refer to bid document specifications for size and qty) Total Cost	\$30,000.00				\$60,564.18				\$14,120.00				No Bid		

Bidder	GDI Services, Inc.				Atalian Global Services				Interstate Maintenance				Pure Environment Maintenance, Inc.		
Addenda 1 & 2	Acknowledged Addenda #1 and #2				Acknowledged Addenda #1 and #2				Acknowledged Addenda #1 and #2				Acknowledged Addenda #1 and #2		
Bid Item #1 Terminal Cleaning	Year 1	Year 2	Year 3	Year 4	Year 1	Year 2	Year 3	Year 4	Year 1	Year 2	Year 3	Year 4	Year 1	Year 2	Year 3
Total Monthly Cost	\$27,396.00	\$27,990.00	\$29,180.00	\$30,380.00	\$22,892.00	\$23,350.00	\$24,051.00	\$25,013.00	\$27,649.00	\$27,925.00	\$28,204.00	\$28,487.00	\$119,342.19	\$20,847.13	\$20,847.13
Total Annual Cost	\$328,752.00	\$335,880.00	\$350,160.00	\$364,560.00	\$274,704.00	\$280,200.00	\$288,612.00	\$300,156.00	\$331,790.00	\$335,108.00	\$338,459.00	\$341,844.00	\$236,990.13	\$250,165.53	\$250,165.53
Total # Cleaner Hours/Month	909	909	909	909	887	887	887	887	800	800	800	800	939	939	939
Total # Supervisor Hours/Month	138	138	138	138	174	174	174	174	120	120	120	120	145	145	145
Total # of Employees Required to Perform Work	7	7	7	7	9	9	9	9	6	6	6	6	10	10	10
Bid Item #1 Grand Total (Year 1 - 4)	\$1,379,352.00				\$1,143,672.00				\$1,347,201.00				\$987,486.72		
Bid Item #2 Cleaning of all Windows Interior & Exterior (Refer to bid document specifications for size and qty) Total Cost	No Bid				\$2,772.00				\$12,000.00				No Bid		

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT

RFB-2064-R

Re-Bid Custodial Services, Elmira Corning Regional Airport Terminal

Bid Opening: February 7, 2019

Bidder	Sheen and Shine, Inc.				SKJ Facilities Management, Inc.				Superior Building Maintenance						
Addenda 1 & 2	Acknowledged Addenda #1 and #2				No Bid				Acknowledged Addenda #1 and #2						
Bid Item #1 Terminal Cleaning	Year 1	Year 2	Year 3	Year 4	Year 1	Year 2	Year 3	Year 4	Year 1	Year 2	Year 3	Year 4			
Total Monthly Cost	\$21,513.37	\$22,158.77	\$22,823.53	\$23,508.23	No Bid	No Bid	No Bid	No Bid	\$51,345.00	\$54,431.00	\$55,048.00	\$56,177.00			
Total Annual Cost	\$258,164.44	\$265,905.25	\$273,882.40	\$282,098.87					\$616,147.00	\$653,172.00	\$660,583.00	\$674,128.00			
Total # Cleaner Hours/Month	909.3	909.3	909.3	909.3					2,311	2,311	2,311	2,311			
Total # Supervisor Hours/Month	60.62	60.62	60.62	60.62					174	174	174	174			
Total # of Employees Required to Perform Work	6	6	6	6					18	18	18	18			
Bid Item #1 Grand Total (Year 1 - 4)	\$1,080,050.90				No Bid				\$2,604,030.00						
Bid Item #2 Cleaning of all Windows Interior & Exterior (Refer to bid document specifications for size and qty) Total Cost	\$6,588.00				No Bid				No Bid						

or #2
Year 4
\$38,220.00
\$381,662.10
953.33
606.67
10
c.
Year 4
\$20,847.13
\$250,165.53
939
145
10



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution extending agreement with Retterer & Sons on behalf of the Elmira Corning Regional Airport (RFB-2064-R Custodial Services, Terminal Building)

Resolution #:

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

The Director of Aviation, on behalf of the Elmira Corning Regional Airport is requesting to extend the Retterer & Sons agreement authorized by resolutions 19-230, 20-172, and 21-190. This will be the 3rd of three (3) one (1) year extensions until 3/31/23, under the same terms and conditions. The monthly cost for year four is \$21,435 for \$257,223 annually.

CREATION:

Date/Time:	Department:
4/7/2022 2:43:11 PM	County Executive

APPROVALS:

Date/Time:	Approval:	Department:	
4/7/2022 2:46 PM	Approved	County Executive	
4/7/2022 3:43 PM	Approved	Budget and Research	
4/11/2022 11:01 AM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
Copy of RFB-2064-R Custodial Services Elmira Corning Regional Airport Terminal Bid Tab.pdf	RFB-2064-R Custodial Services	Cover Memo

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT

RFB-2064-R

Re-Bid Custodial Services, Elmira Corning Regional Airport Terminal

Bid Opening: February 7, 2019

Bidder	Retterer & Sons				Greenstar Services, Inc.				Duran Cleaning Services				D & R Cleaning, Inc.		
Addenda 1 & 2	Acknowledged Addendum #1 Only				Acknowledged Addendum #1 Only				Acknowledged Addenda #1 and #2				Did Not Acknowledge Addendum # 1 or 2		
Bid Item #1 Terminal Cleaning	Year 1	Year 2	Year 3	Year 4	Year 1	Year 2	Year 3	Year 4	Year 1	Year 2	Year 3	Year 4	Year 1	Year 2	Year 3
Total Monthly Cost	\$19,318.00	\$20,025.00	\$20,729.00	\$21,435.00	\$33,559.88	\$34,379.19	\$35,428.40	\$36,792.18	\$30,110.00	\$35,020.00	\$36,000.00	\$37,070.00	\$33,540.00	\$35,100.00	\$36,660.00
Total Annual Cost	\$231,826.00	\$240,292.00	\$248,758.00	\$257,223.00	\$402,718.55	\$412,550.27	\$425,140.84	\$441,506.15	\$361,320.00	\$420,240.00	\$432,000.00	\$444,840.00	\$330,365.60	\$353,685.02	\$377,019.68
Total # Cleaner Hours/Month	1,061	1,061	1,061	1,061	903	903	903	903	1,060	1,060	1,060	1,060	953.33	953.33	953.33
Total # Supervisor Hours/Month	243	243	243	243	121	121	121	121	125	125	125	125	606.67	606.67	606.67
Total # of Employees Required to Perform Work	10	10	10	10	7	7	7	7	8	8	8	8	10	10	10
Bid Item #1 Grand Total (Year 1 - 4)	\$978,099.00				\$1,681,915.81				\$1,658,400.00				\$1,722,240.00		
Bid Item #2 Cleaning of all Windows Interior & Exterior (Refer to bid document specifications for size and qty) Total Cost	\$30,000.00				\$60,564.18				\$14,120.00				No Bid		

Bidder	GDI Services, Inc.				Atalian Global Services				Interstate Maintenance				Pure Environment Maintenance, Inc.		
Addenda 1 & 2	Acknowledged Addenda #1 and #2				Acknowledged Addenda #1 and #2				Acknowledged Addenda #1 and #2				Acknowledged Addenda #1 and #2		
Bid Item #1 Terminal Cleaning	Year 1	Year 2	Year 3	Year 4	Year 1	Year 2	Year 3	Year 4	Year 1	Year 2	Year 3	Year 4	Year 1	Year 2	Year 3
Total Monthly Cost	\$27,396.00	\$27,990.00	\$29,180.00	\$30,380.00	\$22,892.00	\$23,350.00	\$24,051.00	\$25,013.00	\$27,649.00	\$27,925.00	\$28,204.00	\$28,487.00	\$119,342.19	\$20,847.13	\$20,847.13
Total Annual Cost	\$328,752.00	\$335,880.00	\$350,160.00	\$364,560.00	\$274,704.00	\$280,200.00	\$288,612.00	\$300,156.00	\$331,790.00	\$335,108.00	\$338,459.00	\$341,844.00	\$236,990.13	\$250,165.53	\$250,165.53
Total # Cleaner Hours/Month	909	909	909	909	887	887	887	887	800	800	800	800	939	939	939
Total # Supervisor Hours/Month	138	138	138	138	174	174	174	174	120	120	120	120	145	145	145
Total # of Employees Required to Perform Work	7	7	7	7	9	9	9	9	6	6	6	6	10	10	10
Bid Item #1 Grand Total (Year 1 - 4)	\$1,379,352.00				\$1,143,672.00				\$1,347,201.00				\$987,486.72		
Bid Item #2 Cleaning of all Windows Interior & Exterior (Refer to bid document specifications for size and qty) Total Cost	No Bid				\$2,772.00				\$12,000.00				No Bid		

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT

RFB-2064-R

Re-Bid Custodial Services, Elmira Corning Regional Airport Terminal

Bid Opening: February 7, 2019

Bidder	Sheen and Shine, Inc.				SKJ Facilities Management, Inc.				Superior Building Maintenance						
Addenda 1 & 2	Acknowledged Addenda #1 and #2				No Bid				Acknowledged Addenda #1 and #2						
Bid Item #1 Terminal Cleaning	Year 1	Year 2	Year 3	Year 4	Year 1	Year 2	Year 3	Year 4	Year 1	Year 2	Year 3	Year 4			
Total Monthly Cost	\$21,513.37	\$22,158.77	\$22,823.53	\$23,508.23	No Bid	No Bid	No Bid	No Bid	\$51,345.00	\$54,431.00	\$55,048.00	\$56,177.00			
Total Annual Cost	\$258,164.44	\$265,905.25	\$273,882.40	\$282,098.87					\$616,147.00	\$653,172.00	\$660,583.00	\$674,128.00			
Total # Cleaner Hours/Month	909.3	909.3	909.3	909.3					2,311	2,311	2,311	2,311			
Total # Supervisor Hours/Month	60.62	60.62	60.62	60.62					174	174	174	174			
Total # of Employees Required to Perform Work	6	6	6	6					18	18	18	18			
Bid Item #1 Grand Total (Year 1 - 4)	\$1,080,050.90				No Bid				\$2,604,030.00						
Bid Item #2 Cleaning of all Windows Interior & Exterior (Refer to bid document specifications for size and qty) Total Cost	\$6,588.00				No Bid				No Bid						

or #2
Year 4
\$38,220.00
\$381,662.10
953.33
606.67
10
c.
Year 4
\$20,847.13
\$250,165.53
939
145
10



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Task Order No. 22 with McFarland Johnson on behalf of the Elmira Corning Regional Airport (Reconstruct Taxiway A Construction Administration Project)

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

The Director of Aviation, on behalf of the Elmira Corning Regional Airport is requesting authorization of McFarland Johnson's Task Order No. 22, Reconstruct Taxiway A Construction Administration Project. McFarland-Johnson, Inc. shall provide the following professional services to Chemung County including administrative and full-time resident inspection services during the Construction Phase of the above project. The project will be constructed by Chemung County with grant assistance from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP), and the State of New York Department of Transportation.

The cost of this Task Order is \$165,747.00

Vendor/Provider McFarland Johnson

Term	Total Amount	\$165,747.00	Prior Amount
Local Share 5% (PFC's)	State Share 5%	Federal Share 95% (FAA Grant)	
Project Budgeted? Yes	Funds are in Account #		

CREATION:

Date/Time:	Department:
4/12/2022 11:48:47 AM	County Executive

APPROVALS:

Date/Time:	Approval:	Department:	
4/12/2022 11:50 AM	Approved	County Executive	
4/13/2022 11:09 AM	Approved	Budget and Research	
4/14/2022 1:15 PM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
MJ TO 22.pdf	MJ Task Order No. 22	Cover Memo

SCHEDULE A

TASK ORDER AUTHORIZATION NO. 22

Resolution # _____
Approval Date _____
PIN # Pending
FAA AIP # 3-36-0026-XX-2022
MJ Project # 18302.22

PROJECT: Five -Year Consultant Services Contract
Elmira Corning Regional Airport
M-J Project No. 18302.22

DATE OF ISSUANCE: April 1, 2022

PROJECT DESCRIPTION: Reconstruct Taxiway A Construction Administration Project

The items of work to be accomplished under this Task Order include the following and are further described on the attached Scope of Work, "Exhibit A":

- Project Administration / Management
- Construction Administration
- Construction Observation
- Geotechnical Laboratory & Field Testing
- As-built Topographical Surveying and Mapping
- Grant Administration

METHOD OF COMPENSATION:

Cost-Plus Fixed Fee, as indicated in the attached Exhibit B

THIS TASK ORDER NO. 22 AMOUNT

DAYS OR DATES TO COMPLETE THIS TASK ORDER

\$ 165,747

December 31, 2023

The Agreement for Professional Engineering Services between County of Chemung and McFarland-Johnson, Inc., for Professional Services at Elmira-Corning Regional Airport, five-year period, dated July 10, 2017, shall govern all TASK ORDERS executed under this Assignment, unless modified in writing and agreed to by CONSULTANT and SPONSOR.

ACCEPTED:

APPROVED:

by _____
James M. Festa, P.E.
Chief Executive Officer

by _____
Christopher J. Moss
County Executive

EXHIBIT “A”

TASK ORDER NO. 22

Scope of Work

ELMIRA CORNING REGIONAL AIRPORT CHEMUNG COUNTY, NY

CONSTRUCTION OBSERVATION AND ADMINISTRATION SERVICES FOR RECONSTRUCT PARALLEL TAXIWAY A PROJECT

McFarland-Johnson, Inc. (CONSULTANT) shall provide the following professional services to Chemung County (SPONSOR) including administrative and full-time resident inspection services during the Construction Phase of the above project at the Elmira Corning Regional Airport. The project will be constructed by the SPONSOR with grant assistance from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP), and the State of New York Department of Transportation.

The project will include the reconstruction of a 1,100 feet long section of Parallel Taxiway A between Taxiway A2 and the newer section of Taxiway A that extends to the Runway 24 Threshold at the Elmira Corning Regional Airport. Additional project considerations will include:

- Reconstruction of a portion of Taxiway J from the Taxiway A intersection back to the existing non-movement pavement marking.
- Storm water drainage improvements will be limited to treating water quality.
- Taxiway edge lighting and signage will not be addressed under this project.

The construction activity will be phased to minimize impacts on airport operations. The construction phasing includes a single phase and work area to complete the project while facilitating access for aircraft to the runways and apron facilities located adjacent to the work. It is anticipated that a full-time staff of one Resident Engineer will be required during the work period, with an additional full-time staff of a Senior Inspector during asphalt paving operations to be provided by a subconsultant, Hunt E-A-S. A Geotechnical Subconsultant will also be required to perform Quality Assurance (QA) laboratory and field testing. A Surveying subconsultant will be employed to provide an as-built survey of the project. The cost of the construction contract, based on estimates, is \$1.36 Million.

Professional services to be provided by the CONSULTANT shall include the following:

A. ADMINISTRATION/PROJECT MANAGEMENT:

Services provided for under this phase typically include:

1. **Consultation:** CONSULTANT shall provide advice to the SPONSOR during construction, including the holding of a pre-construction conference and final inspection conference as required by the FAA.
2. **Site Visits:** CONSULTANT's Project Manager/Project Engineer shall make visits to the site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, in order to observe the progress and adherence to the Contract Documents of the various aspects of the CONTRACTOR(s)' work. It is anticipated that the Project Manager/Project Engineer will visit the site a minimum of one visit per week during the construction period.
3. **Shop Drawings:** CONSULTANT shall review and take other appropriate action with respect to Shop Drawings, Material Submittals, Samples and other data which the CONTRACTOR(s) are required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a function of the whole as indicated in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incidental thereto.
4. **Construction Management Plan:** CONSULTANT shall prepare a Construction Management Plan in accordance with FAA requirements for the project, including identification of key staff, their experience and duties on this project. The plan will also identify key material testing requirements for the project and identify how these requirements will be addressed, and the parties responsible for the testing program.
5. **Grant Administration:** A Grant Administrator will be assigned to the Project. The Grant Administrator will assist the SPONSOR with reimbursement requests to the funding agency, as well as prepare required project close-out documentation. The project duration requiring this task is estimated to be twelve months. Grant Administration services provided herein apply to the design and construction observation phases.

B. CONSTRUCTION OBSERVATION:

Construction observation services shall be provided by a competent full-time Resident Project Representative (RPR), and a competent full-time Inspector familiar with airport operations at a facility similar to that of the SPONSOR's.

1. **Applications for Payment:** Based on 1) CONSULTANT's on-site observations of work progress; 2) information provided by the Resident Project Representative; 3) review of the applications for payment including the accompanying data and schedules:
 - a. CONSULTANT shall determine the amounts owing the CONTRACTOR(s) and recommend in writing payments to CONTRACTOR(s) in such amounts. Such recommendations of payment will constitute a representation to the SPONSOR based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the CONSULTANT's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as to a functioning whole prior to, or upon, Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, CONSULTANT's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, CONSULTANT will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examination have been made by CONSULTANT to check the quality or quantity of CONTRACTOR(s) work as it is furnished and performed beyond the responsibilities specifically assigned to CONSULTANT in the Agreement and the Contract Documents. CONSULTANT agrees that he will exercise reasonable professional judgement in verifying that the adherence to the Contract Documents and quantity of the work meets requirements of the Contract Documents for which CONSULTANT is contractually responsible. CONSULTANT's review of CONTRACTOR(s)' work for the purposes of recommending payments will not impose on CONSULTANT responsibility to supervise, direct, or control such work or for the means, methods, techniques, sequences, direct, or procedures of construction or safety precautions or programs incident thereto or CONTRACTOR(s) compliance with laws, rules, regulations, ordinances, codes, or orders applicable to their furnishing and performing the work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purpose any CONTRACTOR has used the monies paid on account of the Contract Price, or to determine that title to any of the work, materials, or equipment has passed to SPONSOR free and clear of any lien, claims, security interests, or encumbrances, or that there may not be other matters at issue between SPONSOR and CONTRACTOR(s) that might affect the amount that should be paid.

2. **Resident Inspection:** Provide technical observation of construction by a full-time Resident Project Representative (RPR) and supporting staff as required, who will also:
 - a. Maintain a project record in conformance with the Federal Aviation Administration and Manual of Uniform Record Keeping (MURK), adopted for use on an Airport Improvement Project, (AIP).
 - b. Complete, review, and verify requests for monthly and final payments for CONTRACTOR(s).
 - c. Assist SPONSOR in preparation of partial and final requests for reimbursement for Federal aid.
 - d. Prepare, compile, and negotiate change order documentation and supplemental agreements with the CONTRACTOR(s) on behalf of the SPONSOR.
 - e. Conduct weekly project progress meetings on site with all interested parties, and coordinate documentation of these meetings.
 - f. The CONSULTANT will employ a qualified materials testing firm experienced with airfield materials testing including Crushed Aggregate Base Course and Hot Mix Bituminous Asphalt Mixtures. The CONSULTANT shall assure that all Federal and/or State requirements, as applicable to specified materials, are adhered to.
3. **Progress Reports:** Submit weekly progress reports of construction activity and problems encountered as required by the SPONSOR, and the Federal Aviation Administration. FAA Form 5370-1, "Construction Progress and Inspection Report" will be utilized for this purpose.
4. **Contractor(s)' Completion Documents:** CONSULTANT shall receive and review maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection, test and approvals which are to be assembled by CONTRACTOR(s).
5. **Inspections:** CONSULTANT shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the work is acceptable so that CONSULTANT may recommend, in writing, final payment to CONTRACTOR(s) and may give written notice to SPONSOR and the CONTRACTOR(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in this Section "B.1.b."
6. **Completion Certificates:** Issue certificates of completion to the SPONSOR and the Federal Aviation Administration at the completion of construction.

7. **Limitation of Responsibility:** CONSULTANT shall not be responsible for the acts or omissions of any CONTRACTOR(s), or of any Subcontractor or supplier, or any of the CONTRACTOR(s)' work, nor shall the CONSULTANT have the responsibility to supervise, direct, or control CONTRACTOR(s)' work or for the means, methods, techniques, sequences, or procedures of construction or for the safety precautions or safety programs of the CONTRACTOR(s).
8. **Limitations of Authority: (RPR, Inspector and On-Site Staff)**
- a. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the CONSULTANT.
 - b. Shall not exceed limitations of CONSULTANT's authority as set forth in the agreement or the Construction Contract Documents.
 - c. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
 - d. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of the construction unless such advice or directions are specifically required by Contract Documents.
 - e. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
 - f. Shall not accept Shop Drawing or sample submittals from anyone other than the CONSULTANT.
 - g. Shall not authorize SPONSOR to occupy the Project in whole or in part.
 - h. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by CONSULTANT.
9. **Responsibilities/duties of Construction Observation Staff:** In general, the on-site project representative and staff are responsible for monitoring construction activity on a project and documenting their observations in a formal project record. The formal project record for this project will follow the format and guidelines of the MURK system adopted for an airport project.

The formal project record consists of the following entries and duties:

- a. CONSULTANT's Daily Project Diary
- b. Inspector's Daily Reports
- c. Preparation of FAA Weekly Reports

- d. Prime/Subcontractor Work Summary
- e. Preparation of Material Acceptance Reports
- f. Preparation of Certification and Testing Log Book
- g. Review Subcontractor approval forms
- h. Prepare statement of days charged on a weekly basis
- i. Conduct Wage Rate Interviews with prime and/or subcontractors employees
- j. Conduct project meetings with Owner and Contractors
- k. Field measure quantities on a daily basis
- l. Collect and monitor weekly payrolls for Davis Bacon Act Compliance
- m. Review and/or preparation of Periodic Payment Requests
- n. Record deviations from the contract plans for preparation of Record Drawings
- o. Preparation and review of Change Orders/Force Account Work

The Resident Project Representative is also responsible for monitoring construction activity as it relates to airport operations and coordination of construction activities with airport operations staff, including appropriate NOTAMs (Notice to Airmen). The construction phasing will require significant nighttime and weekend work over the course of the project.

- 10. Contract Period:** CONSULTANT agrees to provide the services in this phase of the Agreement during the construction contract period, which is estimated to be 45 calendar days starting in the Summer of 2022. Additionally, project initiation, administration and project closeout are anticipated to include 60 days prior to the notice to proceed and 90 days after project acceptance to complete the project records.

The fee contained in the Exhibit “B” is based on the stated anticipated hours of effort. If these hours are exceeded, through no fault of the CONSULTANT, the CONSULTANT shall be entitled to additional compensation.

PROJECT CLOSEOUT:

- 1. As-Built Survey:** An FAA AGIS as-built survey of the project area in accordance with AC 150/1500-18B will not be required. An as-built survey of the project area will be completed by a subconsultant to verify the position of the features constructed during project.
- 2. Record Plans:** Prepare and furnish two (2) hard copies, and one PDF electronic version, of the Record Plans for the completed project to the SPONSOR. Copies

will also be provided to the federal and state funding agencies, if required. The record plans must be supplied as a requirement of the contract. These plans will show the completed construction per the inspector's and contractor's records. They are, however, not to be construed as being 100 percent accurate.

3. **Construction Testing and Quality Control Report:** Prepare and furnish two (2) copies of the final Construction Testing and Quality Control Report for the completed project to the SPONSOR. Three (3) copies will also be provided to the Federal Aviation Administration, as required. This report will provide a summary of the documented results of Quality Control Testing completed over the course of the project.

C. **SCHEDULE**

The CONSULTANT agrees to complete the work under this phase of the Agreement in a manner satisfactory to the SPONSOR within twelve (12) months after award of a construction contract and receipt of an executed copy of this contract from the SPONSOR accompanied by a resolution from its governing body authorizing said execution or within such extended periods as agreed to by the SPONSOR.

The CONSULTANT agrees to perform the services during the Construction Observation Portion of this agreement during the construction contract period estimated to be as follows:

		<u>Working Days</u>
Pre-Construction:	Project Manager:	2 @ 8 hrs.
	Project Engineer:	5 @ 8 hrs.
	Resident Engineer	5 @ 8 hrs.
Construction Contract:	Project Manager:	3 @ 8 hrs.
	Project Engineer:	6 @ 8 hrs.
	Resident Engineer	45 @ 10 hrs.
	Senior Inspector – Paving (Hunt)	10 @ 10 hrs.
Post Construction:	Project Manager:	1 @ 8 hrs.
	Project Engineer:	2 @ 8 hrs.
	Resident Engineer	10 @ 8 hrs.

NOTE: THIS TABULATION DOES NOT INCLUDE ALL EXPECTED EFFORT BY CONSULTANT.

EXHIBIT B **ECRA - Reconstruct TW A CA**

Chemung County

April 2022

FEE SUMMARY

	CONSTRUCTION SERVICES
1. DIRECT TECHNICAL LABOR	\$39,720.00
2. ESTIMATED OVERHEAD EXPENSES AND PAYROLL BURDEN Based on Percentage of Direct Salary Cost (exclusive of Premium Pay) with the estimated Percentage being 175.00 %	\$69,510.00
3. SUBTOTAL OF ITEMS 1 & 2	\$109,230.00
4. FIXED FEE / PROFIT	\$16,384.50
5. DIRECT EXPENSES	\$4,952.00
6. SUBCONSULTANT COSTS	\$14,963.00
Hunt EAS, DPC (P.T. Constr Obs)	\$9,000
Aubertine & Currier (As-built Survey)	\$5,963
7. SUBCONTRACT COSTS	\$17,949.00
PW Laboratories, Inc (Geotechnical Lab & Field Testing)	\$17,949
8. OVERTIME PREMIUM	\$2,268.00
9. TOTAL FEE ESTIMATE	\$165,746.50
10. TOTAL FEE FOR ALL SERVICES	\$165,747

NOTE: Authorized hours worked in excess of forty per week are subject to a premium time charge

ECRA - Reconstruct TW A CA

Chemung County

April 2022

McFARLAND-JOHNSON LABOR RATES

<u>CLASSIFICATION</u>	DIRECT TECHNICAL LABOR		
	<u>CURRENT AVG. RATE</u>	<u>PROJECT AVG. RATE</u>	<u>2022 MAX. RATE</u>
Vice President (VP)	\$93.74	\$95.05	\$93.74
Division Director/Reg.Div.Director (DD)	\$81.78	\$82.92	\$96.26
Senior Project Manager (SPM)	\$60.00	\$60.84	\$83.00
Senior Engineer (SE)	\$45.50	\$46.14	\$51.20
Junior Engineer/Planner/Envrmntlst (JEP2)	\$31.67	\$32.11	\$34.66
Technician Supervisor (TS)	\$47.98	\$48.65	\$49.40
Technician (T)	\$33.01	\$33.47	\$36.50
Junior Technician (JT)	\$18.50	\$18.76	\$18.50
Resident Inspector (RI)	\$50.00	\$50.70	\$52.32
Senior Inspector (SI)	\$41.65	\$42.23	\$47.62
Inspector (I)	\$40.04	\$40.60	\$40.04

Assume Notice to Proceed:	9/1/2022
Design Project Duration (months):	
Assume Salary Escalation:	4.0%

Year	Compounded Escalation Factor	% Work in year	Effective %
2022	1.000	65.0%	65.0%
2023	1.040	35.0%	36.4%
2024	1.082		
		100.0%	101.4%

ECRA - Reconstruct TW A CA**Chemung County****April 2022****DIRECT COSTS**

	CONSTRUCTION SERVICES	
Travel Related Costs:		
Vehicle Cost Plus Fuel Per Diem	\$4,812	
Reproduction		
CADD Plots		
Prints		
Photocopies		
Photo Costs		
Telephone/Fax:		
Postage/Delivery	\$40	
Miscellaneous	\$100	
	\$4,952	
		\$4,952

ECRA - Reconstruct TW A CA
Chemung County
April 2022
ESTIMATED HOURS

		HOURS BY CLASSIFICATION											
		VP	DD	SPM	SE	JEP2	TS	T	JT	RI	SI	I	SUM
PHASE/TASK	DESCRIPTION	\$95.05	\$82.92	\$60.84	\$46.14	\$32.11	\$48.65	\$33.47	\$18.76	\$50.70	\$42.23	\$40.60	
	Administration and Project Management Phase			40	80	32				40			192
BTCONS	Consultation			6	12								18
BTSITE	Site Visit			12	12					8			32
BTMEET	Meetings			12	32					24			68
BTSHOP	Shop Drawing / Submittal Review				24	32				8			64
BTADMN	Project Management			10									10
	Construction Observation Phase				8					450			458
BTPAYM	Applications for Payment				8								8
BTINSP	Resident Engineer									450			450
	Grant Administration / Project Closeout Phase			8	16	4	40			80			148
BTGRNT	Grant Administration						40						40
BTCLOT	Project Closeout			8	12					64			84
BTRECP	Prepare Record Plans				4	4				16			24
Total Hours - Construction Services				48	104	36	40			570			798
Total Labor Cost - Construction Services				2920	4799	1156	1946			28899			39720



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Purchase Agreement with Hillyard, Inc. on behalf of the Elmira Corning Regional Airport (Ride-on Sweeper)

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

The Director of Aviation, on behalf of the Elmira Corning Regional Airport, is requesting authorization to purchase a Ride-On Sweeper in the amount of \$48,421.41. This piece of equipment was approved in the 2022 budget and is on NYS Contract.

Vendor/Provider Hillyard, Inc.

Term		Total Amount	\$48,421.41	Prior Amount	
Local Share	5% (PFC's)	State Share	5%	Federal Share	95% (CARES Act)

Project Budgeted? Yes Funds are in Account #

CREATION:

Date/Time:	Department:
4/12/2022 11:45:26 AM	County Executive

APPROVALS:

Date/Time:	Approval:	Department:	
4/12/2022 11:46 AM	Approved	County Executive	
4/13/2022 11:11 AM	Approved	Budget and Research	
4/14/2022 1:18 PM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
Sweeper PiggyBack.pdf	Sweeper PiggyBack	Cover Memo

CHEMUNG COUNTY – CITY OF ELMIRA PURCHASING DEPARTMENT

PIGGYBACK CHECKLIST

ISSUING COUNTY NYS OGS Contracts

BID NUMBER & TITLE PC67229 Group 39000 Award 22918-E*,EE,ES,RA

VENDOR NAME Hillyard INC

COUNTY BID PGB - 2418

REQUESTING DEPT
Airport

EXPLANATION

- ✓ RESOLUTION NY State OGS
- ✓ BID DOCUMENT Yes
- ✓ BID TAB Yes Page 2 lists Hillyard Inc.
- ✓ SOLICITATION NY State OGS
- ✓ PIGGYBACK LANGUAGE Yes Page 16
- ✓ METHOD OF AWARD Best Value
- ✓ SIGNED FORMS N/A Approved by NY State OGS
- ✓ CONTRACT TERM Contract Expires September 30,2022
- ✓ IS THIS BEST VALUE Yes
- ✓ IS LOCAL VENDOR AVAILABLE? Yes Hillyard is located in Victor N.Y.

Nina Wells
SIGNATURE

Nina Wells
BUYER NAME

Tricia Wise
SIGNATURE

Tricia Wise
DIRECTOR OF PURCHASING



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Purchase Agreement with Deer & Company and CNH Industries of America, LLC on behalf of the Elmira Corning Regional Airport (Tractor and Flail)

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

The Director of Aviation, on behalf of the Elmira Corning Regional Airport is requesting authorization to purchase a John Deere Tractor & Flail. This cost for both of these pieces are as follows:

Tractor - \$75,137.48

Flail - \$96,548.00

Vendor/Provider Deer & Company and CNH Industries of America, LLC

Term	Total Amount	\$171,685.48	Prior Amount
Local Share	5% (PFC's)	State Share	5%
		Federal Share	95% (CARES Act)

Project Budgeted? Yes Funds are in Account #

CREATION:

Date/Time:	Department:
4/12/2022 11:28:41 AM	County Executive

APPROVALS:

Date/Time:	Approval:	Department:	
4/12/2022 11:43 AM	Approved	County Executive	
4/13/2022 11:10 AM	Approved	Budget and Research	
4/14/2022 1:17 PM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
Tractor Excavator Piggyback.pdf	Tractor Excavator Piggyback	Cover Memo

CHEMUNG COUNTY – CITY OF ELMIRA PURCHASING DEPARTMENT

PIGGYBACK CHECKLIST

ISSUING COUNTY NYS OGS Contracts

BID NUMBER & TITLE PC69378 & PC69383 Group 40625 Award PGB-22792

VENDOR NAME Deer & Company and CNH Industrial America, LLC (Case)

COUNTY BID PGB - 2422

REQUESTING DEPT
Airport

EXPLANATION

- ✓ RESOLUTION NY State OGS
- ✓ BID DOCUMENT Yes
- ✓ BID TAB Yes Page 3 lists Deere & Company Page 2 Lists CNH Industrial America, LLC
- ✓ SOLICITATION NY State OGS
- ✓ PIGGYBACK LANGUAGE Yes
- ✓ METHOD OF AWARD Best Value
- ✓ SIGNED FORMS N/A Approved by NY State OGS
- ✓ CONTRACT TERM 3/16/2021 to 12/30/2023 for PCPC69378 & 4/01/2021-5/13/2023 for PC69383
- ✓ IS THIS BEST VALUE Yes
- ✓ IS LOCAL VENDOR AVAILABLE? Yes Lindsey Equipment is a local Vendor for Deer & Company Monroe Tractor is a local vendor Case Construction

Nina Wells
SIGNATURE

Nina Wells
BUYER NAME

Tricia Wise
SIGNATURE

Tricia Wise
DIRECTOR OF PURCHASING



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Purchase Agreement with Deer & Company and CNH Industries of America, LLC on behalf of the Elmira Corning Regional Airport (Case Excavator)

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

The Director of Aviation, on behalf of the Elmira Corning Regional Airport is requesting authorization to purchase a Case Excavator in the amount of \$88,000.00. This piece of equipment was approved in the 2022 budget and is on NYS Contract.

Vendor/Provider Deer & Company and CNH Industries of America, LLC

Term	Total Amount	\$88,000	Prior Amount
Local Share	5% (PFC's)	State Share	5%
		Federal Share	90% (CARES Act)

Project Budgeted? Yes Funds are in Account #

CREATION:

Date/Time:	Department:
4/12/2022 11:52:39 AM	County Executive

APPROVALS:

Date/Time:	Approval:	Department:	
4/12/2022 11:54 AM	Approved	County Executive	
4/13/2022 11:10 AM	Approved	Budget and Research	
4/14/2022 1:16 PM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
Tractor Excavator Piggyback.pdf	Tractor Excavator Piggyback	Cover Memo

CHEMUNG COUNTY – CITY OF ELMIRA PURCHASING DEPARTMENT

PIGGYBACK CHECKLIST

ISSUING COUNTY NYS OGS Contracts

BID NUMBER & TITLE PC69378 & PC69383 Group 40625 Award PGB-22792

VENDOR NAME Deer & Company and CNH Industrial America, LLC (Case)

COUNTY BID PGB - 2422

REQUESTING DEPT
Airport

EXPLANATION

- ✓ RESOLUTION NY State OGS
- ✓ BID DOCUMENT Yes
- ✓ BID TAB Yes Page 3 lists Deere & Company Page 2 Lists CNH Industrial America, LLC
- ✓ SOLICITATION NY State OGS
- ✓ PIGGYBACK LANGUAGE Yes
- ✓ METHOD OF AWARD Best Value
- ✓ SIGNED FORMS N/A Approved by NY State OGS
- ✓ CONTRACT TERM 3/16/2021 to 12/30/2023 for PCPC69378 & 4/01/2021-5/13/2023 for PC69383
- ✓ IS THIS BEST VALUE Yes
- ✓ IS LOCAL VENDOR AVAILABLE? Yes Lindsey Equipment is a local Vendor for Deer & Company Monroe Tractor is a local vendor Case Construction

Nina Wells
SIGNATURE

Nina Wells
BUYER NAME

Tricia Wise
SIGNATURE

Tricia Wise
DIRECTOR OF PURCHASING



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Tom Freeman, Director of Aviation - Update on ECRA

Resolution #:

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

CREATION:

Date/Time:	Department:
4/7/2022 12:35:10 PM	

APPROVALS:

Date/Time:	Approval:	Department:	
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ATTACHMENTS:

Name:	Description:	Type:
No Attachments Available		