MARCH 4, 2024 - 7:00 PM

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

I. COMMUNICATIONS

II. RESOLUTIONS, MOTIONS, AND NOTICES

1. Resolution accepting grant funding from the New York State Department of Transportation on behalf of the Elmira Corning Regional Airport (Electric Vehicles, Electric Tugs and Charging Stations Infrastructure)
2. Resolution authorizing Task Order #2 with McFarland-Johnson Inc., on behalf of the Elmira Corning Regional Airport (Reconstruct Echo Apron Construction Observation and Administration Services)
3. Resolution authorizing 2024 Service Agreements on behalf of the Elmira Corning Regional Airport
4. Resolution extending agreement with Veoci, Inc on behalf of the Elmira Corning Regional Airport (Turnkey Airfield Inspection Management and Maintenance System, RFP-2002)
5. Resolution authorizing the 2024-2026 Air Carrier Incentive Program on behalf of the Elmira Corning Regional Airport
6. Resolution authorizing Change Orders with various vendors for the Airport Rescue & Firefighting Building Rehabilitation Project on behalf of the Elmira Corning Regional Airport (RFB-2405)

III. OLD BUSINESS

IV. NEW BUSINESS

V. ADJOURNMENT

CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution accepting grant funding from the New York State Department of Transportation on behalf of the Elmira Corning Regional Airport (Electric Vehicles, Electric Tugs and Charging Stations Infrastructure)

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

Explain action needed or Position requested (justification):

he Director of Aviation, on behalf of the Elmira Corning Regional Airport is requesting authorization of a NYSDOT grant for electric vehicles, electric tugs and charging stations infrastructure. The total grant is $992,340.00 with $198,468.00 being local share.

Vendor/Provider	NYSDOT			
Term	5 Years	Total Amount	$992,340	Prior Amount
Local Share	$198,468	State Share	$793,872	Federal Share
Project Budgeted?	No	Funds are in Account #		

CREATION:	
Date/Time:	Department:
1/29/2024 9:13:51 AM	County Executive

APPROVALS:			
Date/Time:	Approval:	Department:	
2/20/2024 12:59 PM	Approved	County Executive	
2/29/2024 4:26 PM	Approved	Legislature Chairman	

ATTACHMENTS:		
Name:	Description:	Type:
Electric_Vehicle_Grant.pdf	Electric Vehicle Grant	Cover Memo

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AVIATION PROJECT FUNDING AGREEMENT

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

the Chemung County (the "Municipality/Sponsor") with its office at Horseheads, NY

This agreement identifies the party responsible for administration, establishes the method and provision for funding and implementation of an aviation project pursuant to appropriation as such project is more fully described by Schedule A-1 annexed to this agreement or one or more duly executed and approved Supplemental Schedules to this agreement. The project shall be identified for the purposes of this agreement as Vehicle Electrification and Charging Infrastructure Improvements at Elmira Corning Regional Airport (as more specifically described in Schedule A-1, or supplemental Schedule A's, the "Project").

W I T N E S S E T H:

WHEREAS, Section 14-l of the Transportation Law authorizes the NYSDOT Commissioner to implement the Airport Improvement and Revitalization Program; and

WHEREAS, pursuant to authorizations and appropriations therefore, NYSDOT and the Sponsor are desirous of progressing the Project; and

WHEREAS, the Sponsor attests that the Project has a useful service life as stated on the Schedule A-1 included herein; and

WHEREAS, the Sponsor will administer the Project and submit to NYSDOT for funding of eligible Project costs pursuant to this Agreement; and

WHEREAS, the Legislative or governing Body of the Sponsor by Resolution No. _____ adopted at meeting held on _____ approved the Project and the terms and provisions of this Agreement and has further authorized the _____ of the Sponsor to execute this Agreement on behalf of this Sponsor (copy of such Resolution is attached to and made a part of this Agreement); and

WHEREAS, the Sponsor is not a sectarian institution,

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The agreement consists of the following:

- Agreement: This document titled "Aviation Project Funding Agreement";
- Schedule A-1: Description of Project and Funding;
- Schedule B: Phases, Sub-phase/Tasks, and Allocation of Responsibility;
- Appendix A: Standard Clauses for New York State Contracts;
- Appendix A-1: Supplemental Title VI Provisions (Civil Rights Act);
- Appendix B - Minority and Women-Owned Business Enterprises (M/WBE) – Service-Disabled Veteran Owned Businesses (SDVOB) - Equal Employment Opportunity (EEO) Policy Statement

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- Resolution(s) – duly adopted municipal or, as applicable, corporate resolution(s) authorizing the appropriate official of the Sponsor to execute this Agreement on behalf of the Sponsor and appropriating the funding required therefore.

2. *General Description of Work.* The Sponsor shall procure and provide all services, materials and equipment necessary to complete the Project as more particularly described in Schedule A-1 and Scope of Work described in Schedule B.

3. *Maintenance.* Upon completion and acceptance of the Project Facilities by Sponsor, Sponsor shall certify in writing to the NYSDOT Commissioner that the Project Facilities have been completed. Upon its completion, Sponsor will operate and maintain the Project facilities as well as ancillary facilities useful or necessary to the function of said facilities, at its own expense in accordance with the requirements of the NYSDOT Commissioner for the period of time corresponding to the period of useful life for such project as determined by Section 61 of the State Finance Law. If the Sponsor intends to have the project facilities maintained by another party, any necessary maintenance contract shall be executed and submitted to NYSDOT before construction commences.

4. *Disposition of Project Facilities.* Sponsor agrees, that during the period of time during which Title to the Project Facilities paid for by the State is held by the State or in any event if funding of the State's share is from the proceeds of bonds or other obligations issued by the State or any of its public benefit corporations, such Project Facilities shall not be sold, rendered unusable, relinquished, discontinued or disposed of by Sponsor without the express written consent of the NYSDOT Commissioner having first been obtained. In the event of such approved disposition Sponsor shall either cause the purchaser or transferee to assume Sponsor's continuing obligations under this Agreement, or shall reimburse NYSDOT for the pro-rata share of the grant over the remaining useful life of the Project.

5. *Method of Performance of Work.* Sponsor agrees to undertake or cause to be undertaken and to proceed expeditiously with and complete the project as approved by the NYSDOT Commissioner and as described in the Scope of Work, and to complete or cause to be completed said work within the time limits specified in said Scope of Work. The work shall be performed by Sponsor's own forces or by contract or contracts entered into by the Sponsor in accordance with applicable law and the requirements of this Agreement. Sponsor agrees to obtain or cause to be obtained all approvals, permits and licenses necessary to progress the work, and also agrees to comply or cause to be complied with all applicable Federal, State and Local Laws which in any way impact work to be accomplished by the project.

6. *Funding of Project Costs.* State financial assistance hereunder shall be in the form of a grant as more specifically described in Schedule A-1. Sponsor shall provide its share of the cost of the Project, if any. Sponsor shall make reasonable efforts to secure federal assistance, if any, for the project.

In the event that federal assistance which was not included in the calculation of the state financial assistance becomes available to the Sponsor, the amount of the state financial assistance shall be recalculated by reducing the amount of the state financial assistance by the amount of such federal assistance, and the Sponsor shall pay to the state the amount by which the state payment actually made exceeds the state financial assistance determined by the recalculation, if any.

6.1 *Limits of Funding.* Subject to the terms of the appropriation, NYSDOT agrees to make available funds up to the amount identified as State Aid in Schedule A-1 for eligible Project costs incurred by the Sponsor in the performance of the Project, as the Project and the funding therefore is more fully described in Schedules A-1 and B. Project Costs in excess of State funds available for the work shall be the responsibility of Sponsor. Prior to start of construction, Sponsor shall certify the source and availability of funds for Project Costs which are in excess of State funds being made available under this Agreement. If the Sponsor loses funding eligibility, the State shall not be liable for any Project Costs whatsoever.

6.2 *Eligible Project Costs.* NYSDOT will fund eligible Project costs incurred by the Sponsor in connection with the work covered by this Agreement. Eligible costs shall include, but not be limited to, costs of acquisition, construction, repair, reconstruction, renovation and such other costs associated with the Project as are approved by NYSDOT as reasonable and necessary in the performance of the Project. Eligible costs shall also include salaries and wages to employees of the Sponsor who are engaged in carrying out the Project, fees to consultants and professionals retained by the Sponsor for planning and performing the Project.

6.3 In no event shall the State be obligated to fund or reimburse any costs exceeding the lesser of:

(a) the amount stated in Schedule A-1 for the State share of Project Costs; or

(b) amounts described in the preceding paragraph (a), less any duplicative funding of the same Project costs from other State sources.

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6.4 *Debt Financing by Sponsor.* Grant monies shall not be used to pay for interest, issuance costs or reserves in connection with the issuance of debt by Sponsor to fund the Project, but may repay principal indebtedness incurred to fund eligible Project costs.

7. *Payments to Sponsor.* For work performed by or through the Sponsor, NYSDOT will fund or reimburse eligible Project costs either during the progress of construction or following completion of construction in accordance with NYSDOT policy and procedures.

7.1 *Progress Payments.* Sponsor may be reimbursed in progress payments, for eligible Project costs incurred by Sponsor in conformity with Schedule A-1, upon submission of a voucher by Sponsor in a form acceptable to NYSDOT.

7.2 *Final Payment.* Final payment to sponsor shall be made upon the application of Sponsor to NYSDOT, on a basis of work accomplished, upon submission of vouchers to the State, the submission of a Project Completion Report (hereinafter defined) together with such data as NYSDOT deems necessary to assure compliance with this Agreement evidencing that the work of the Project is completed.

Upon the completion of all said work by Sponsor pursuant to this Agreement, a final statement of costs shall be submitted to the State within one hundred eighty (180) days. Upon receipt of the final statement of costs by the NYSDOT Commissioner, the NYSDOT Commissioner will conduct an audit of the Sponsor project account records within one hundred eighty (180) days to determine the resources applied or used by Sponsor in fulfilling the terms of this Agreement.

7.3 *Payment Certification.* Each payment request will contain a certification by Sponsor that payment requests do not duplicate reimbursement of Project costs being funded from other sources.

In the event that any payments are made by the State to the Sponsor for costs incurred by Sponsor, which are subsequently determined to be ineligible for reimbursement under this Agreement, State may retain an amount equal to any such excess payments from any monies then or which may become due and owing to Sponsor under the Agreement, or Sponsor shall repay such amounts to State within forty-five (45) days from the date Sponsor receives notice of such determination of ineligibility.

All costs submitted by Sponsor shall be in conformity with accounting procedures acceptable to NYSDOT and shall be subject to approval by NYSDOT Commissioner, and to audit by the NYSDOT Commissioner and the State Comptroller. All requests for reimbursement shall be accompanied by appropriate supporting documentation including, but not limited, to the following: Inspector's Reports with associated invoices and receipts, Engineer's Diary, and the Engineer's recommendation(s) for payment to the Contractor.

All costs charged to the project shall be properly supported by executed payrolls or abstracts thereof, time, material and accounts payable distribution records, invoices, contracts, vouchers and/or canceled checks evidencing in proper detail the nature and propriety of the charges.

8. *Compliance.* The Sponsor understands that funding is contingent upon the Sponsor's compliance with the applicable requirements of the "Local Projects Manual (LPM)" manual (available through NYSDOT's web site at: https://www.dot.ny.gov/plafap), and as such may be amended from time to time.

9. *Supplemental Agreement or Supplemental Schedule A-1.* Supplemental Agreements or Supplemental Schedules A-1 may be entered by the parties, and must be approved in the manner required for a State contract. In the event Project cost estimates increase over the amounts provided for in Schedule A-1 or one or more supplemental Schedules A-1 as may hereafter be developed by the parties hereto or Eligible Project Costs in the Comprehensive List are increased by the legislature, no additional reimbursement shall be due to the Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A-1 for reimbursement or additional Eligible Project Costs.

10. *Project Completion Report.* Sponsor shall 6 months from Project completion or final reimbursement by NYSDOT, whichever is earlier, submit a Project Completion Report to NYSDOT describing the sources and uses of all Project-related funds, including non-State funds, and the programmatic accomplishments of the Project.

11. *Records and Accounts.* Sponsor shall maintain accurate records and accounts of all financial transactions which show in detail all income and all expenditures, including but not limited to, payments for eligible Project costs. Said records shall include the amount of payment by the State, the amount of federal assistance if any received by the municipality for the project and all monies expended by the municipality for the project. Such records and accounts shall include, without limitation, property, personnel and financial records, cash receipts and disbursements journal and general subsidiary ledgers. All records and accounts shall be maintained in accordance with generally accepted accounting standards. All expenditures of the grant reimbursed monies shall be supported by invoices and/or other documentation sufficient to

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establish that such monies have been used in accordance with the terms of this Agreement. The NYSDOT Commissioner, Comptroller of the State of New York and any other authorized representatives of the State of New York shall have the right to examine all records and accounts relating to Sponsor's financial transactions, including the expenditure of the grant and all other funds secured and services rendered for the benefit of Sponsor in connection with the Project. Sponsor shall maintain records relating to this Agreement for not less than thirty-six (36) years after the date of completion.

12. *Ethics.* No member of Sponsor's governing body, or any member of the Board of Directors or staff, nor any member of their families shall benefit financially either directly or indirectly from the grant unless such action is necessary for the accomplishment of the Project. In such event, Sponsor shall disclose such relationship to NYSDOT and shall obtain prior written approval therefore from NYSDOT.

13. *NYSDOT Review.* NYSDOT may review the Sponsor's performance of this agreement in such manner and at such times as the Commissioner shall determine, and such review may include field visits by NYSDOT representatives to the Project and/or the offices of Sponsor. Sponsor shall at all times make available its employees, records and facilities to authorized NYSDOT representatives in connection with any such review. Such review shall be for the purpose, among other things, of ascertaining the quality and quantity of Sponsor's performance of the Project, its use and operation.

14. *Failure to Diligently Progress Project or Loss of State or Federal Participation.* If NYSDOT determines that the Sponsor has failed to diligently progress the project, or in the event the Sponsor withdraws its approval of the project, or the Sponsor suspends or delays work on the Project such that it cannot be reasonably completed, or takes other action that results in the loss of state participation and/or federal participation, including the loss of State administration of Federal aid to the Sponsor, for the costs incurred pursuant to this agreement, the Sponsor shall refund to the State all reimbursements received from or through the State. The State may offset any other State aid due to the Sponsor by such amount and apply such offset to such repayment obligation of the Sponsor.

15. *Inspection and Audit.* Sponsor shall permit the authorized representative of NYSDOT and/or the State Comptroller to inspect and audit all books, records and accounts of Sponsor pertaining to the Project under this Agreement. Sponsor shall notify NYSDOT of any audit by any governmental agency of any projects, operations or reports of Sponsor within five (5) days of receiving information relating thereto.

16. *Term of Agreement.* The Project and Term are identified in Schedule(s) A executed herewith and incorporated herein or as subsequently identified in any duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule(s) A. This agreement shall only remain in effect so long as State aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary State appropriations or other funding authorizations therefor are eventually enacted.

17. *Contract Executory.* It is understood by and between the parties hereto that this Agreement shall be deemed executor only to the extent of the moneys available to the State and no liability on account thereof shall be incurred by the State beyond moneys available for the purpose hereof.

18. *Sponsor Liability; Indemnification.*

18.1 The Sponsor shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

18.2 To the fullest extent permitted by law, the Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Sponsor its officers, agents, servants, employees contractors, subcontractors or others under this Agreement. Negligent performance of service within the meaning of this Article shall include, in addition to negligence founded upon tort, negligence based upon the Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

19. *Independent Contractor.* The officers and employees of the Sponsor, in accordance with the status of the Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as nor claim to be an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or

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employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

20. *Insurance.* Sponsor agrees to procure and maintain without direct cost to the State except as noted during the pendency of this Agreement, insurance of the kinds and in amounts hereinafter provided by insurance companies authorized to do business in the State of New York or, if Sponsor is a municipality that self-insures, an endorsement for such self-insurance covering all operations under this Agreement whether performed by it or sub-contractors. Before commencing the work, Sponsor shall furnish to NYSDOT a certificate or certificates, in a form satisfactory to NYSDOT, showing compliance with this Article, which certificate or certificates, shall provide that such insurance shall not be changed or canceled until thirty (30) days written notice has been given to NYSDOT Said insurance policies shall name the People of the State of New York, New York State, its officers, agents and employees as additional insureds thereunder. Upon written request by the State, the Sponsor shall furnish to the State a letter certifying that the State of New York, and other required insureds, have been named as additional insureds to such policy. The kinds and amounts of insurance required are as follows:

20.1 *Worker's Compensation and Disability Benefits.* Policy covering the obligations of Sponsor in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Worker's Compensation Law, and also by the provisions of Article 9 of the Worker's Compensation Law known as the Disability Benefits Law, and this Agreement shall be void and of no effect unless Sponsor procures such policy and maintains it until final acceptance of all work described herein;

20.2 *For construction and operating support projects*, Comprehensive General Liability Insurance insuring Sponsor and, as additional insureds, NYSDOT and its employees with respect to all operations under this Agreement by Sponsor, including such coverage any omissions and supervisory acts of the State and its employees. Policies of personal injury liability insurance of the types hereinafter specified, each with a combined single limit of $1 million per occurrence/$2 million aggregate for all damages arising out of personal injury, including death at any time resulting therefrom, sustained by one person in any one accident and, subject to that limit for each person, all damage arising out of bodily injury, including death at any time resulting therefrom, sustained by two or more persons in any one accident, damages arising out of injury to or destruction of property in any one accident and, subject to that limit per accident, for all damages arising out of injury to or destruction during the policy period.

20.3 *Automobile Liability and Property Damage Insurance.* Subject to the same required level of coverage set forth in §20.2 above, a policy covering the use in connection with the work covered by the Agreement of all owned, not owned and hired vehicles bearing or, under the circumstances under which they are being used required by New York State law to bear, license plates.

20.4 *Public Liability Insurance.* With respect to the operations performed, regular Contractor's Public Liability Insurance is provided for a limit of not less than $2,000,000. Single Limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence.

20.5 *Protective Public Liability Insurance.* With respect to the operations performed, subcontractors provide regular Contractor's Protective Public Liability Insurance for a limit of not less than $2,000,000 Single Limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence.

The insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted. Failure to carry or keep such insurance in force until all work is satisfactorily completed shall constitute a violation of the Agreement.

21. *Assignment or Other Disposition of Agreement.* The Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

22. *Procurement Standards.* Sponsor will award contracts funded pursuant to this Agreement in accordance with procurement laws applicable to Sponsor and otherwise in accordance with the requirements of this Agreement.

23. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are specified set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Sponsor assert, make, or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this contract.

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24. *E-Mail Provision Notice.*

1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
   (a) via certified or registered United States mail, return receipt requested;
   (b) by facsimile transmission;
   (c) by personal delivery;
   (d) by expedited delivery service; or
   (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

State of New York Department of Transportation

Name:	Keely Bannister
Title:	Intermodal Transportation Specialist 2
Address:	NYSDOT Aviation Bureau 50 Wolf Road P.O.D. 5-4 Albany, NY 12232
Telephone Number:	518-485-5008
Facsimile Number:	518-457-9779
E-Mail Address:	keely.bannister@dot.ny.gov

Chemung County
Name: Mr. Thomas Freeman
Title: Director of Aviation
Address: 276 Sing Sing Road, Suite 1, Horseheads, NY 14845
Telephone Number: (607) 873-1115
Facsimile Number:
E-Mail Address: tfreeman@chemungcountyny.gov

2. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

3. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

25. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices from the Statewide Financial System (SFS). The Municipality/Sponsor shall comply with the State Comptroller's procedures for all applicable State Aid to authorize electronic payments. Instructions and authorization forms are available on the New York State Comptroller's website at https://www.osc.state.ny.us/state-vendors or by email at epunit@osc.state.ny.us.

26. *Proposed Increase Clause.* Any change in this contract term, or change in scope of work not previously approved by OSC requires a contract amendment, and may require either a Contract Reporter Exemption, or a new procurement. The agency must submit a proposed amendment to OSC immediately for any such proposed change to this agreement. Scope changes requested of OSC after the fact may be denied.

27. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:
27.1 *New York State Executive Law Article 15-A, Participation by Minority Group members and Women with Respect to State Contracts and New York State Executive Law Article 17-B, Participation by Service-Disabled Veterans with Respect to State Contracts*, including requirements thereunder relating to equal employment opportunity, and utilization goals and

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contracting opportunities for minority and women-owned business enterprises and service-disabled veteran owned business, without additional cost to NYSDOT.

27.1.1 *EEO Policy Statement.* Pursuant to 5 NYCRR §143.2, a **Sponsor** shall adopt an EEO policy if one is not previously adopted, as provided in Appendix B, and submit to NYSDOT a signed copy of Appendix B.

27.1.2 *M/WBE and SDVOB Goals.* The **Sponsor** must comply with all M/WBE and SDVOB requirements and goals stated within the provisions of Appendix B, titled, "Minority and Women-Owned Business Enterprises-Service Disabled Veteran Owned Businesses – Equal Employment Opportunity Policy Statement".

27.1.3 *M/WBE and SDVOB Guidance.* Refer to the New York State Department of Transportation website and Appendix B for guidance related to M/WBE and SDVOB goals at: https://www.dot.ny.gov/main/business-center/civil-rights/

Assigned M/WBE and SDVOB goals must be included in the **Sponsor's** proposed contract documents when submitted for NYSDOT approval prior to project advertisement. Any requests for a reduction or waiver of the goals must be submitted at that time so that the correct goals are included in the project advertisement.

27.1.4 *Good Faith Efforts.* If a **Sponsor** fails to meet the M/WBE or SDVOB requirements set forth in Appendix B, they must demonstrate Good Faith Efforts pursuant to 5 NYCRR §142.8.

27.1.5 *M/WBE and SDVOB Compliance Reports.* The **Sponsor** shall require their consultants and contractors to submit electronic, monthly MWBE and SDVOB compliance reports via NYSDOT's Standard Civil Rights Reporting Software (EBO), on or before the 15th day of the immediately preceding month. The **Sponsor** must apply for access to EBO at the following website: https://www.dot.ny.gov/dotapp/ebo.

27.1.6 *Failure to Comply.* If the **Sponsor** fails to monitor and administer contracts in accordance with State requirements, the Sponsor will not be reimbursed for associated activities within the affected contracts. The **Sponsor** must ensure that any contract it awards under this Agreement has a Minority and Women-Owned Business Enterprise (M/WBE) and a Service-Disabled Veteran Owned Business (SDVOB) Utilization Plan and complies with such plans. If, without prior written approval by NYSDOT, the **Sponsor's** contractors and subcontractors fail to complete work for the project as proposed in the M/WBE and SDVOB Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement, or (2) assess liquidated damages in an amount of up to 20% of the portion of the Sponsor's contracts and subcontracts funded in whole or in part by this agreement, to which contract goals are established by NYSDOT.

27.1.7 *Equal Employment Opportunity (EEO) Requirements.* EEO goals (as provided in "CAPITAL PROJECT GUIDELINES"), EEO Policy Statement (as provided in "Appendix B – MWBE-SDVOB and EEO Policy Statements") and specifications (as provided in NYSDOT's Standard Specifications §102-11 *Equal Employment Opportunity Requirements*) must be included in the contract documents and project advertisement.
https://www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us

27.1.8 *EEO Monitoring and Reporting.* EEO participation shall be monitored by the **Sponsor** as the project progresses. EEO participation shall be reported by the contractor through NYSDOT's civil rights reporting software, EBO.

27.2 *New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act,* including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

28. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Aviation Capital Grant Program Guidelines and in accordance with current Federal and State laws, rules, and regulations or as requested by NYSDOT. Reporting forms and schedules will be provided by NYSDOT as reporting requirements are identified.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials.

MUNICIPALITY/SPONSOR:

By: _____

Print Name: _____

Title: _____

MUNICIPALITY/SPONSOR ATTORNEY:

By: _____

Print Name: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On this _____ day of _____, 20___ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

_____
Notary Public

APPROVED FOR NYSDOT:

By: _____
For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

Date:_____

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

By: _____
Assistant Attorney General

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112

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Aviation Project Funding Agreement - Schedule A-1

OSC Contract # _K007534 _____

Project Commencement Date_10/20/23_____ Project Completion Date:__10/19/28_____

AGREEMENT PURPOSE ■ **MAIN** Agreement ☐ **SUPPLEMENTAL** Agreement or Schedule

AGREEMENT COVERS (as shown in tables below):

■ Grant Agreement

PROJECT TYPE:

Capital Improvement

PROJECT IDENTIFICATION NUMBER: **6901.43**

Project involves acquisition of electrified equipment and associated charging infrastructure.

The sponsor attests that the above Project has a useful service life of 10 years.

Estimated Expenditure Activities (Planning, Design, etc) as per original submitted application

Location: Elmira Corning Regional Airport

Owner/Operating and Maintenance Responsibility: Chemung County

Type of Airport Organization:

x Municipality ☐ Public Authority ☐ Not-for-Profit Corporation ☐ Public Benefit Corporation

☐ Business Corporation ☐ Partnership ☐ Proprietorship ☐ _____

B. SUMMARY OF ELIGIBLE PROGRAM COSTS

AIR'99 FUNDING		OTHER NECESSARY FUNDING	TOTAL
GRANT	LOCAL SHARE		
$793,872.00	$198,468.00	$ 0.00	$992,340.00

Project is: (check which applies) ☐ part of an approved airport layout plan, OR
☐ consistent with an approved airport layout plan

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SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering *X* in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering ("PE") Phase

Phase/Sub-phase/Task	Responsibility: NYSDOT	Sponsor
1. Scoping: Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	☐	☐
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	☐	☐
3. Smart Growth Attestation (NYSDOT ONLY).	☐	☐
4. Preliminary Design: Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	☐	☐
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	☐	☐
6. Obtain aerial photography and photogrammetric mapping.	☐	☐
7. Perform all surveys for mapping and design.	☐	☐
8. Detailed Design: Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	☐	☐
9. Perform landscape design (including erosion control).	☐	☐
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	☐	☐
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	☐	☐
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	☐	☐
13. Conduct any required soils and other geological investigations.	☐	☐

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Phase/Sub-phase/Task	Responsibility: NYSDOT	Sponsor
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	☐	☐
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	☐	☐
16. Prepare and execute any required agreements, including: - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities	☐	☐
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	☐	☐

A2. Right-of-Way (ROW) Incidentals

Phase/Sub-phase/Task	Responsibility: NYSDOT	Sponsor
1. Prepare ARM or other mapping, showing preliminary taking lines.	☐	☐
2. ROW mapping and any necessary ROW relocation plans.	☐	☐
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	☐	☐
4. Secure Appraisals.	☐	☐
5. Perform Appraisal Review and establish an amount representing just compensation.	☐	☐
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including *de minimis* determination, as may be applicable. **If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.**	☐	☐
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	☐	☐

B. Right-of-Way (ROW) Acquisition

Phase/Sub-phase/Task	Responsibility: NYSDOT	Sponsor
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. **If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.**	☐	☐
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	☐	☐
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	☐	☐
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	☐	☐
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	☐	☐
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	☐	☐
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	☐	☐

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

Phase/Sub-phase/Task	Responsibility: NYSDOT	Sponsor
1. Advertise contract lettings and distribute contract documents to prospective bidders.	☐	☐
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	☐	☐
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	☐	☐
4. Compile and submit Contract Award Documentation Package.	☐	☐
5. Review/approve any proposed subcontractors, vendors, or suppliers.	☐	☐

Phase/Sub-phase/Task	Responsibility: NYSDOT	Sponsor
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	☐	☐
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	☐	☐
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	☐	☐
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	☐	☐
9. Administer construction contract, including the review and approval of all contactor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	☐	☐
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	☐	☐
11. Administer all construction contract claims, disputes or litigation.	☐	☐
12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.	☐	☐
13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.	☐	☐

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

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Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State

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or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov

https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)
(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
b) Cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES-SERVICE DISABLED VETERAN OWNED BUSINESSES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE, SDVOB, AND EEO POLICY STATEMENT

I, _____, the representative for Chemung County adopted, or agree to adopt, the following policies with respect to the project being developed or services rendered at Elmira Corning Regional Airport.

M/WBE/SDVOB

This organization will and will cause its contractors and subcontractors to take good-faith actions to achieve the M/WBE/SDVOB contract participation goals set by the State for that area in which the State-funded project is located by taking the following steps:

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs, WBEs, and SDVOBs, including solicitations to M/WBE and SDVOB contractor associations.
(2) Obtain a list of State-certified M/WBEs from https://ny.newnycontracts.com/ and solicit bids from them directly.
(3) Obtain a list of State certified SDVOBs from https://online.ogs.ny.gov/SDVOB/search and solicit bids from them directly.
(4) Ensure that plans, specifications, requests for proposals, and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs and SDVOBs.
(5) Where feasible, divide the work into smaller portions to enhanced participation by M/WBEs/SDVOBs and encourage joint ventures and other partnerships among M/WBE/SDVOBs contractors to enhance their participation.
(6) Document and maintain records of bid solicitation, including those to M/WBEs/SDVOBs and the results thereof. This organization will also maintain records of actions that its subcontractors have taken toward meeting M/WBE/SDVOB contract participation goals.
(7) Ensure that progress payments to M/WBEs/SDVOBs are made on a timely basis so that undue financial hardship is avoided and that, if legally permissible, bonding and other credit requirements are waived, appropriate alternatives developed to encourage M/WBE/SDVOB participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce on state contracts.
(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, disability, or marital status.
(c) At the request of the Sponsor, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
(d) This organization shall comply with the provisions of the Human Rights Law, all other State, and Federal statutory and constitutional non-discrimination provisions. This organization and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this _____ day of _____, 20_____

By _____

Print: _____ Title: _____

APPENDIX B

_____ (Name of Designated Liaison) is designated as this organization's Minority and Women-Owned Business Enterprise Liaison and Service-Disabled Veteran Owned Business Liaison responsible for administering M/WBE/SDVOB-EEO program.

The Municipality/Sponsor/Grantee agrees that the Standard M/WBE and/or SDVOB Contract Goals for projects let and funded (in whole or in part) with proceeds of this Agreement (Contract # K007534) are provided below.

STANDARD CONTRACT GOALS

CATEGORY/CONTRACT TYPE	MBE	WBE	SDVOB
C: Commodities	9.00%	17.00%	6.00%
CC: Construction Consultants (Architectural/Engineering)	20.00%	10.00%	6.00%
CN: Construction	10.00%	15.00%	6.00%
SC: Services/Consultants (Non-Architectural/Engineering)	7.00%	12.00%	6.00%

These Standard Contract Goals are based on the New York State Department of Transportation's (NYSDOT's) Agency M/WBE and SDVOB Goal Plan as a result of programmatic analysis. The plans are available at: FY22-23 M/WBE Goal Plan and FY2021 SDVOB Goal Plan. In furtherance of such goals, the Municipality/Sponsor/Grantee is also required to consider the following statutory factors in all related contracts executed by the Sponsor/Municipality/Grantee:

(1) the contract and subcontract scope(s) of work,
(2) the potential subcontract opportunities available in the prime contract,
(3) the relevant availability data contained within the disparity study with respect to the scope of the contract and potential subcontracting opportunities,
(4) the number and types of certified minority-owned and women-owned business enterprises (M/WBE) found in the directory of certified minority-owned and women-owned businesses available to perform the related contract work and the number and types of certified service-disabled veteran-owned businesses (SDVOB) found in the SDVOB directory available to perform the related contract work,
(5) the geographic location of the contract performance,
(6) the extent to which geography is material to the performance of the contract,
(7) the ability of certified M/WBEs and SDVOBs located outside of the geographic location of contract performance, notwithstanding the regional location of the certified enterprise, to perform on the Municipality/Sponsor/Grantee's contract,
(8) the total dollar value of the work required by the Municipality's/Sponsor's/Grantee's contract in relation to the dollar value of the subcontracting opportunities; and
(9) the relationship of the monetary size and term of the Municipality's/Sponsor's/Grantee's contract to the monetary size and term of the project for which the contract is awarded (See 5 NYCRR 142.2 and 9 CRR-NY 252.2(h)).

Pre-Advertisement: As a result of Municipality's/Sponsor's/Grantee's analysis of the statutory factors in relation to a contract's work scope and circumstances, if the Municipality/Sponsor/Grantee believes a non-standard goal is appropriate and supportable, the Municipality/Sponsor/Grantee may obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Pre-Advertisement Goal Modification Request, with justification, prior to public advertisement of the contract.

Pre-Award: If the Municipality/Sponsor/Grantee receives proposals or bids that do not provide commitments that meet or exceed the advertised goals, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by

APPENDIX B

submitting a M/WBE and/or SDVOB Waiver Request *demonstrating the Contractor's Good Faith Efforts to meet the goals, along with supporting justification, prior to awarding the contract*.

Post Award: If any consultant/contractor fails to attain its M/WBE and/or SDVOB commitment on a contract, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Waiver Request, *demonstrating Good Faith Efforts to meet the goals, along with supporting justification before NYSDOT will distribute final payment of grant proceeds.*

All forms referenced above are available at: https://www.dot.ny.gov/main/business-center/civil-rights/. Nothing stated within this or associated document(s) guarantees NYSDOT's approval of a goal modification or goal waiver.

Signature:_____ Title: _____

Name:_____ Date: _____

STATE ENVIRONMENTAL QUALITY REVIEW

In accordance with the rules, regulations and procedures adopted by

Chemung County

(or 6NYCRR Part 617 where the Municipal Corporation has not adopted such rules, regulations and procedures) pursuant to the intent of the State Environmental Quality Review Act, the project described below is classified as a:

CHECK ONE

☐Type I Action - with possible significant effect (NEPA or SEQR DEIS, FEIS and SEQR Record of Decision have been prepared).

☐Type I Action - with no significant effect (Environmental Assessment Form or Environmental Assessment and Negative Declaration have been prepared and filed).

☐Unlisted Action - with possible significant effect (NEPA or SEQR DEIS, FEIS and SEQR Record of Decision have been prepared).

☐Unlisted Action - with no significant effect (Environmental Assessment Form or Environmental Assessment and Negative Declaration have been prepared and filed).

☐Type II Action

☐Ministerial Act

☐Exempt Act

PROJECT DESCRIPTION

Project involves acquisition of electrified equipment and associated charging infrastructure.

_____
Authorized Signature

_____
Title

_____
Date

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CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Task Order #2 with McFarland-Johnson Inc., on behalf of the Elmira Corning Regional Airport (Reconstruct Echo Apron Construction Observation and Administration Services)

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 #2, Reconstruct Echo Apron Construction Observation and Administration Services. The project consists of the reconstruction of the existing Tango Apron (formerly Echo Apron) pavement section consisting of FAA P-209 base course and P-401 asphalt pavements. Echo Apron is approximately 211,000 square feet in area. Additional project improvements include:

- Installation of new FAA P-501 concrete hardstands for aircraft parking.
- Replacement of aging security fencing and gates along the perimeter of Echo Apron.
- Drainage improvements to Echo Apron to aid in stormwater treatment and control.
- Installation of new pavements markings within the project area.

The amount of Task Order #2 is $414,452.

Vendor/Provider	McFarland Johnson				
Term	1 year	Total Amount	$414,452	Prior Amount	
Local Share		State Share	5%	Federal Share	90%
Project Budgeted?	Yes	Funds are in Account #			

CREATION:	
Date/Time:	Department:
1/29/2024 9:14:44 AM	County Executive
APPROVALS:	

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Date/Time:	Approval:	Department:	
2/20/2024 1:27 PM	Approved	County Executive	
2/29/2024 4:17 PM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
MJ_TO_18965.02_-_Echo_Apron.pdf	Echo Apron	Cover Memo

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Resolution # _____
Approval Date _____
PIN # _____
FAA AIP # 3-36-0026-088-2023
MJ Project # 18965.02

TASK ORDER
AUTHORIZATION
NO. 2

PROJECT: Reconstruct Echo Apron Construction Observation and Administration Services Contract for Elmira Corning Regional Airport

DATE OF ISSUANCE: December 4, 2023

PROJECT DESCRIPTION: The items of work to be accomplished under this Task Order include the following and are further described on the attached Scope of Work (8 pages plus attachments):

- Project Administration / Management
- Construction Administration
- Construction Observation
- Geotechnical Laboratory & Field Testing
- Grant Administration

METHOD OF COMPENSATION: Cost Plus Fixed Fee, as indicated in the attached Exhibit B

THIS TASK ORDER AMOUNT NO. 2

$ 414,452

DAYS OR DATES TO COMPLETE THIS TASK ORDER

December 31, 2024

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 May 5, 2022, shall govern all TASK ORDERS executed under this Assignment, unless modified in writing and agreed to by CONSULTANT and SPONSOR.

ACCEPTED:

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

APPROVED:

by _____
Christopher J. Moss
County Executive

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EXHIBIT "A"

TASK ORDER NO. 2
MJ Project No. 18965.02

Scope of Work

ELMIRA CORNING REGIONAL AIRPORT
CHEMUNG COUNTY, NY

CONSTRUCTION OBSERVATION AND ADMINISTRATION SERVICES FOR RECONSTRUCT ECHO APRON 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 at funding levels of 90% FAA, 5% NYSDOT, and 5% SPONSOR.

The project consists of the reconstruction of the existing Tango Apron (formerly Echo Apron) pavement section consisting of FAA P-209 base course and P-401 asphalt pavements. Echo Apron is approximately 211,000 square feet in area. Additional project improvements include:

- Installation of new FAA P-501 concrete hardstands for aircraft parking.
- Replacement of aging security fencing and gates along the perimeter of Echo Apron.
- Drainage improvements to Echo Apron to aid in stormwater treatment and control.
- Installation of new pavements markings within the project area.

The construction activity will be phased to minimize impacts on airport operations. The construction phasing includes 3 work areas each with specific operational requirements. The total contract time is 80 Calendar Days. During this time, each of the apron and hangar entrances will be closed to aircraft at various times to facilitate construction.

It is anticipated that a full-time staff of one Resident Project Representative (RPR) will be required for the full duration of the project. An additional full-time staff of one Inspector will be required for 40 Calendar Days during asphalt and concrete paving operations and to assist with other items of the project. A Geotechnical Subconsultant will also be required to perform Quality Assurance

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(QA) laboratory and field testing. The cost of the construction contract, based on bids received, is $4,444,430.00.

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 or 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 or Project Engineer will visit the site a minimum of one visit per week during the construction period.

3. ***Shop Drawings/RFIs:*** 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. All Shop Drawings and RFIs will be exchanged between the Contractor and the CONSULTANT using the Autodesk Construction Cloud (ACC) Build software. Reviews and responses to these items will also be completed using the ACC Build software.

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.

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)

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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.l.b.".

6. ***Completion Certificates:*** Issue certificates of completion to the SPONSOR and the Federal Aviation Administration at the completion of construction.

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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

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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 Air Missions). The construction phasing requires all work be completed during nighttime hours 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 80 calendar days. Construction is anticipated to start in the Spring of 2024 with completion in the Summer of 2024. 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/project closeout items.

The fee contained in 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.

C. GRANT ADMINISTRATION / PROJECT CLOSEOUT:

1. Grant Administration:

a. A Grant Administrator will be assigned to the Project.

b. The Grant Administrator will assist the SPONSOR with reimbursement requests to the funding agencies. It is assumed there will be 6 reimbursements submitted for the project.

STAMP_ITEMNUMB

c. Grant Administration services shall also include necessary reporting and processing of FAA required paperwork.

d. The Grant Administrator will coordinate electronic transfer processing of federal funds on behalf of the SPONSOR, when requested by the SPONSOR.

2. ***Closeout:*** The grant closeout entails obtaining records from the SPONSOR and organizing the project documents to conform with FAA requirements for closing out a federally funded project. During the period from the submittal of the final paperwork and the audit to close the project, the CONSULTANT will field any questions from the funding agencies as well as the SPONSOR.

3. ***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.

4. ***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.

D. 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:

		Working Days
Pre-Construction:	Project Manager:	8 @ 5 hrs.
	Project Engineer:	13 @ 4 hrs.
	Resident Project Representative:	8 @ 8 hrs.
	Assistant Engineer:	3 @ 8 hrs.
	Grant Administrator:	2 @ 4 hrs.
Construction Contract:	Project Manager:	10 @ 4 hrs.
	Project Engineer:	15 @ 8 hrs.
	Resident Project Representative:	80 @ 10 hrs.
	Observer:	40 @ 10 hrs.
	Junior Engineer:	5 @ 8 hrs.
	Grant Administrator:	8 @ 4 hrs.
Post Construction:	Project Manager:	5 @ 8 hrs.
	Project Engineer:	7 @ 8 hrs.
	Resident Project Representative:	7 @ 8 hrs.
	Assistant Engineer:	5 @ 8 hrs.
	Grant Administrator:	4 @ 6 hrs.

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

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EXHIBIT B

McFarland Johnson

Reconstruct Echo Apron CA
Task Order No. 2
Chemung County

June 2023

FEE SUMMARY

	DESIGN / PLANNING SERVICES	CONSTRUCTION SERVICES
1. DIRECT TECHNICAL LABOR		**$109,274.00**
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 %		**$191,229.50**
3. SUBTOTAL OF ITEMS 1 & 2		**$300,503.50**
4. FIXED FEE / PROFIT		**$45,075.53**
5. DIRECT EXPENSES		**$8,692.00**
6. SUBCONSULTANT COSTS		
7. SUBCONTRACT COSTS - (ESTIMATE)		**$50,580.00**
Materials Testing (Navarro & Wright - DBE)		$50,580
8. OVERTIME PREMIUM		**$9,600.00**
9. TOTAL FEE ESTIMATE		**$414,451.03**

10. TOTAL FEE FOR ALL SERVICES **$414,452**

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

STAMP_ITEMNUMB

EXHIBIT B

McFarland Johnson

Reconstruct Echo Apron CA

Task Order No. 2

Chemung County

June 2023

McFARLAND-JOHNSON LABOR RATES

	DIRECT TECHNICAL LABOR		
	CURRENT AVG. RATE	PROJECT AVG. RATE	2023 MAX. RATE
CLASSIFICATION			
Vice President (VP)	$103.12	$106.42	$103.12
Division Director/Reg.Div.Director (DD)	$87.35	$90.15	$98.00
Senior Project Manager (SPM)	$79.17	$81.70	$85.88
Sr. Project Engineer (SPE)	$62.78	$64.79	$68.80
Project Engineer (PE)	$54.98	$56.74	$63.60
Senior Engineer (SE)	$45.51	$46.97	$53.20
Assistant Engineer (AE)	$38.12	$39.34	$43.40
Junior Engineer/Planner/Envrmntlst (JEP1)	$31.90	$32.92	$36.90
Junior Engineer/Planner/Envrmntlst (JEP2)	$33.45	$34.52	$37.00
Technician Supervisor (TS)	$50.00	$51.60	$51.50
Senior Technician (ST)	$38.76	$40.00	$41.64
Assistant Technician (AT)	$27.91	$28.80	$32.00
Junior Technician (JT)	$20.80	$21.47	$20.80
Resident Inspector (RI)	$51.03	$52.66	$56.46
Senior Inspector (SI)	$44.95	$46.39	$50.88
Inspector (I)	$40.04	$41.32	$40.04

Assume Notice to Proceed:	9/1/2023
Design Project Duration (months):	16
Assume Salary Escalation:	4.0%

Year	Compounded Escalation Factor	% Work in year	Effective %
2023	1.000	20.0%	20.0%
2024	1.040	80.0%	83.2%
2025	1.082		
		100.0%	**103.2%**

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EXHIBIT B

McFarland Johnson

Reconstruct Echo Apron CA

Task Order No. 2

Chemung County

June 2023

DIRECT COSTS

	DESIGN / PLANNING SERVICES	CONSTRUCTION SERVICES
Travel Related Costs:		
Vehicle Cost Plus Fuel		$8,652
Lodging and Meals		
Per Diem		
Reproduction		
CADD Plots		
Prints		
Photocopies		
Photo Costs		
Telephone/Fax:		
Postage/Delivery		$40
Miscellaneous		
		$8,692

$8,692

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EXHIBIT B

McFarland Johnson

Reconstruct Echo Apron CA
Task Order No. 2
Chemung County

June 2023

ESTIMATED HOURS

		HOURS BY CLASSIFICATION																
		VP	DD	SPM	SPE	PE	SE	AE	JEP1	JEP2	TS	ST	AT	JT	RI	SI	I	SUM
		$106.42	$90.15	$81.70	$64.79	$56.74	$46.97	$39.34	$32.92	$34.52	$51.60	$40.00	$28.80	$21.47	$52.66	$46.39	$41.32	
PHASE/TASK	**DESCRIPTION**																	
	Administration and Project Management Phase		40		112	144		24							80			400
BTCONS	Consultation		16		16	24												56
BTSITE	Site Visit		8		16	40												64
BTMEET	Meetings				16	40									16			72
BTSHOP	Shop Drawing / Submittal Review				16	40		24							64			144
BTADMN	Project Management		16		48													64
	Construction Observation Phase				44	72				40					874		400	1430
BTPAYM	Applications for Payment				4	8									24			36
BTINSP	Construction Observation														850		400	1250
BTCONS	Construction Support				40	64				40								144
	Grant Administration / Project Closeout Phase		4		44	56		40			64				56			264
BTGRNT	Grant Administration										40							40
BTCLOT	Project Closeout		4		44	40					24				40			152
BTRECP	Prepare Record Plans					16		40							16			72
	Total Hours - Construction Services		44		200	272		64		40	64				1010		400	2094
	Total Labor Cost - Construction Services		3967		12958	15433		2518		1381	3302				53187		16528	109274

STAMP_ITEMNUMBER

CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing 2024 Service Agreements 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 the 2024 Service Agreements. The total cost is $124,950.00

CREATION:	
Date/Time:	Department:
1/29/2024 9:25:18 AM	County Executive

APPROVALS:			
Date/Time:	Approval:	Department:	
2/20/2024 1:38 PM	Approved	County Executive	
2/29/2024 4:12 PM	Approved	Legislature Chairman	

ATTACHMENTS:		
Name:	Description:	Type:
2024_Service_Agreements.xlsx	Service Agreement	Cover Memo

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		2024	2023
Airfield			
Ameribridge	Jet Bridges	$0.00	$0.00
Loomacres	Wildlife Management	$28,000.00	$27,000.00
Cummins	Airfield Generator Maintenance	$3,850.00	$3,850.00
Veoci	Maintenance Management System	$17,075.00	$17,075.00
	Airfield Total	**$48,925.00**	**$47,925.00**
Terminal			
Davis Ulmer	Sprinkler System	$1,975.00	$1,975.00
Eastern Security Services	Security Maintenance	$300.00	$300.00
FAST	Alarm System Maintenance	$750.00	$750.00
Imperial Door Controls	Automatic Door Maintenance	$1,980.00	$1,980.00
Xerox	Copier Lease (Management)	$2,100.00	$2,100.00
Kone	Elevator Maintenance	$1,800.00	$1,800.00
Remi Group	Copiers, Fire Alarm Maintenance	$500.00	$500.00
Johnson Controls	System Monitoring	$5,320.00	$5,320.00
	Terminal Total	**$14,725.00**	**$14,725.00**
Other			
Airgas East	Cylinder Rental	$300.00	$300.00
	Maintenance Total	**$300.00**	**$300.00**
Admin			
Mead and Hunt	Air Service Development	$61,000.00	$61,000.00
	Admin Total	**$61,000.00**	**$61,000.00**
	Grand Total	**$124,950.00**	**$123,950.00**

STAMP_ITEMNUMBER

CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution extending agreement with Veoci, Inc on behalf of the Elmira Corning Regional Airport (Turnkey Airfield Inspection Management and Maintenance System, RFP-2002)

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 extend the Veoci, Inc agreement for the Turnkey Airfield Inspection Management and Maintenance System, RFP-2002. This will be the first of five, one-year extensions.

Vendor/Provider	Veoci, Inc.				
Term	1 year	Total Amount	$17,075.00	Prior Amount	$17,075.00
Local Share		State Share		Federal Share	
Project Budgeted?	Yes	Funds are in Account #	56-5610-5610-50408		

CREATION:	
Date/Time:	Department:
1/31/2024 10:13:25 AM	County Executive

APPROVALS:			
Date/Time:	Approval:	Department:	
2/20/2024 1:39 PM	Approved	County Executive	
2/29/2024 4:10 PM	Approved	Legislature Chairman	

ATTACHMENTS:		
Name:	Description:	Type:
Veoci_Extension.pdf	Veoci Extension	Cover Memo

STAMP_ITEMNUMB

CHEMUNG COUNTY
CITY OF ELMIRA
PURCHASING DEPARTMENT

Tricia A. Wise, CPPO, CPPB
Purchasing Director

CONTRACT RENEWAL REQUEST FORM

TO: Veoci Inc.

FROM: Chemung County Aviation Department

RE: ELM Contract Renewal

Date: January 10, 2024

The term of the above contract ends on March 11, 2024. This contract can be extended for five additional one year contract period under the same terms and conditions and at the same bid discounts, contingent upon Chemung County Legislative approval. Please indicate below your firm's willingness to renew the contract and return this form by email **no later than January 19th to Chelly Huffman at chuffman@chemungcountyny.gov.**

*****Please confirm receipt of this document*****

We want to renew the contract for one (1) additional 1-year period, ending on **March 11, 2025** under the original terms and conditions, contingent upon approval by the Chemung County Legislature.

Dia Wynn, GM Aviation, Veoci Inc.
Typed/Printed name and Title of Person Preparing this Form

Signature of Person Preparing Form — Date: 01/12/2024

We do not want to renew the contract

Typed/Printed name and Title of Person Preparing this Form

Signature of Person Preparing Form — Date

STAMP_ITEMNUMB

CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing the 2024-2026 Air Carrier Incentive Program 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 the approval of the 2024-2026 Air Carrier Incentive Program. The current Airline incentive offer expired in 2023. In consultation with our Air Service Development consultant, we have updated the incentive package for 2024-2026. The package is not all inclusive. As we negotiate with Airlines regarding specific routes and schedules the incentives could be modified as part of a broad Airline Service Agreement.

CREATION:	
Date/Time:	Department:
2/21/2024 9:07:59 AM	County Executive

APPROVALS:			
Date/Time:	Approval:	Department:	
2/21/2024 9:10 AM	Approved	County Executive	
2/29/2024 4:12 PM	Approved	Legislature Chairman	

ATTACHMENTS:		
Name:	Description:	Type:
2024-2026_Air_Carrier_Incentive.pdf	2024-2026 Air Carrier Incentive	Backup Material

STAMP_ITEMNUMB

ELMIRA CORNING
REGIONAL AIRPORT

Suite 1, 276 Sing Sing Road
Horseheads, NY 14845
607-739-5621 Fax: 607-739-8539
www.FlyELM.com

Elmira/Corning Regional Airport
Air Carrier Incentive Program

Elmira/Corning Regional Airport (ELM) is committed to the development of successful air service to and from the Southern Tier of New York and the Northern Tier of Pennsylvania. The incentives provided under the terms of this program are only available to those air carriers certificated under the requirements of Title 14 CFR Part 121.

Program Objectives:

- Stimulate passenger air service to and from Elmira/Corning Regional Airport
- Decrease passenger operating cost for new and incumbent carriers
- Reduce start-up risk of new entrant carriers and new air routes
- Encourage local economic development through expanded air service
- Increase airport revenues

Incentive Period:

This incentive period begins January 1, 2024 and ends December 31, 2026.

Incentives for New Entrant Air Carriers:

- No Landing Fees and Apron/Tie-down Fees for up to twenty four
- No Terminal Fees for up to twenty four
- Marketing assistance is obtainable, up to $50,000,

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ELMIRA CORNING REGIONAL AIRPORT

Suite 1, 276 Sing Sing Road
Horseheads, NY 14845
607-739-5621 Fax: 607-739-8539
www.FlyELM.com

Incentives for Incumbent Air Carriers:

- No Landing Fees and Apron/Tie-down Fees on new or increased non-stop air services to qualifying destinations for up to twenty four
- Marketing assistance is obtainable, up to $50,000,

Qualifying Destinations:

The following destinations qualify for the above listed incentives:

- Charlotte-Douglas International Airport (CLT)
- Hartsfield-Jackson Atlanta International Airport (ATL)
- Myrtle Beach International Airport (MYR)
- Harry Reid International Airport (LAS)
- Any Hub Washington D.C. Metropolitan Area Airport
- Any Miami and Ft. Lauderdale Area Airport
- Any Southwest Florida Area Airport
- Other destinations determined by ELM to enhance air service

Additional Terms and Conditions

- Marketing assistance is available on a first come, first serve basis. ELM must be included in the advertising with the carrier.
- Landing fees and Terminal fees will be assessed and a credit issued for the assessed fees. If new or increased service is terminated during the incentive period all issued credits will be voided.

STAMP_ITEMNUMB

ELMIRA CORNING REGIONAL AIRPORT

Suite 1, 276 Sing Sing Road
Horseheads, NY 14845
607-739-5621 Fax: 607-739-8539
www.FlyELM.com

- Incentives are only available until the service for each destination is filled unless ELM determines additional services to that destination further enhances air service.

Retroactive Repayment of Incentives Funds Expended

If the eligibility of a participating air carrier is terminated by ELM for failure to meet or maintain the requirements for participation, such air carrier shall pay the County an amount equal to the applicable marketing funds paid in accordance with the Air Carrier Incentive Program.

Subordination to Applicable Laws and Agreements with the United States

The terms and implementation of this Air Carrier Incentive Program shall be subject and subordinate to applicable County, state and federal laws, rules and regulations, including, but not limited to, Federal Aviation Regulations set forth in Title 14 of the United States Code of Federal Regulations, and the provisions of any existing or future agreement between the County and the United States relative to the operation or maintenance of ELM; required as a condition precedent to the transfer of federal rights or property to the County for airport purposes; the expenditure of federal funds for development of ELM; or to impose or use passenger facilities charges. The County may, without incurring any liability to participating air carriers, amend or terminate the Air Carrier Incentive Program if necessary to comply with the requirements of applicable law, regulations, or agreements with the United States or any assurance made by the County to the United States Government as a condition precedent to the receipt of federal funds for the improvement of ELM or the approval of Passenger Facility Charges.

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CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Change Orders with various vendors for the Airport Rescue & Firefighting Building Rehabilitation Project on behalf of the Elmira Corning Regional Airport (RFB-2405)

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 approve change orders for the Airport Rescue & Firefighting Building Rehabilitation:

Contract 1 - General Trades Construction

Edger Enterprises - $23,790.00

Contract 2 - Plumbing Construction

Kimble Inc. - $4,960.70

Contract 3 - Mechanical (HVAC) Construction

AFT Mechanical - $10,148.80

Contract 4 - Electrical Construction

Schuler Haas - $6,190.01

CREATION:	
Date/Time:	Department:
2/21/2024 1:52:05 PM	County Executive

STAMP_ITEMNUMB

APPROVALS:			
Date/Time:	Approval:	Department:	
2/21/2024 2:23 PM	Approved	County Executive	
2/29/2024 4:20 PM	Approved	Legislature Chairman	

ATTACHMENTS:		
Name:	Description:	Type:
Edger_CO_2.1.24.pdf	Edger CO,21.21	Cover Memo
Kimble_CO_2.1.24.pdf	Kimble CO 21.24	Cover Memo
AFT_CO_2.1.24.pdf	AFT CO 21.24	Cover Memo
Schuler_Haas_CO_2.1.24.pdf	Schuler Haas CO 21.24	Cover Memo

Construction Change Directive

PROJECT: ARFF BUILDING REHAB ELMIRA CORNING REGIONAL AIRPORT 276 SING SING ROAD, HORSEHEADS, NEW YORK 14845	**DIRECTIVE NUMBER: 1** **DATE:** November 16, 2023 **CONTRACT FOR:** General	OWNER ☐ CONSULTANT ☐ CONTRACTOR ☐
TO CONTRACTOR: Edger Enterprises Inc. 330 E 14th Street Elmira, NY 14903	**CONTRACT DATED:** April 8, 2022 **MJ PROJECT NUMBER:** 18302.23 **FAA AIP NUMBER:** 3-36-0026-086-2022	FIELD ☐ OTHER ☐

You are hereby directed to make the following change(s) in this Contract:

General Contractor Scope Items:

The following is a revision and increase to the original bid lump sum price for Elmira Corning Regional Airport Aircraft Rescue and Fire Fighting Building.

1. The $2,033.00 decrease is due to the cost savings from utilizing the existing canopy structure between the ARFF to Outbound Baggage buildings. The original design intent was to fully remove and replace this structure, however, reuse was found to be preferable during construction.
2. The $8,572.00 increase is due to aligning the apparatus bay overhead door operator motor voltage with the building power voltage.
3. The $3,872.00 increase is due to the wall tile work within the apparatus bay to infill areas where existing doors were removed and openings infilled.
4. The $11,702.00 increase is due to the modification/removal of two (2) existing doors and door frames to accommodate the installation of a new 1-piece shower unit within the toilet room. One (1) existing door is to be replaced in kind and one (1) existing door shall be removed and the wall opening infilled for security reasons.
5. The $1,677.00 increase is due to framing work to accommodate the shower installation.

Original Lump Sum Bid:	$397,000.00
Cost Increase:	$25,823.00
Cost Decrease	-$2,033.00
Revised Lump Sum Price:	**$420,790.00**

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price:

☒ Lump Sum increase of: $23,790.00

☐ Revised Unit Price of:

☐ As follows:

Total Cost not to exceed $419,113.00 (See attached pricing backup for items and unit costs.)

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When signed by the Owner and Consultant and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

CONSULTANT	OWNER	CONTRACTOR
McFarland Johnson, Inc	Chemung Co Aviation Department	Edger Enterprises Inc.
ADDRESS 49 Court St, Suite 240 Binghamton, NY 13901	ADDRESS 276 Sing Sing Rd, Suite 1 Horseheads, NY 14845	ADDRESS 330 E 14th Street Elmira, NY 14903
BY (*Signature*)	BY (*Signature*)	BY (*Signature*)
(Typed name)	*(Typed name)*	*(Typed name)*
DATE	DATE	DATE

This change directive does not constitute an increase or decrease in the contract amount until a change order is approved in accordance with the construction contract and contract specifications.

STAMP_ITEMNUMB

EDGER ENTERPRISES, INC

PROJECT TITLE:

Elmira Corning Regional Airport- Aircraft Rescue and Firefighting Building Rehabilitation

☐ Name of Contractor/Subcontractor performing Work: Edger Enterprises, Inc.

DESCRIPTION OF WORK:

Enclose the existing canopy as per revised A3.0 and A5.0 Dated 4/5/2023.

A. **DIRECT COST OF WORK:**

1 **LABOR**

ASSIGNED PERSONNEL OR WORK CREW	HOURLY WAGE RATE PAID	HOURS WORKED	TOTAL COST
Laborer- Sawcut and remove existing concrete	$ 68.36	8	$ 546.88
Mason- Install Dowls and Rebar	$ 94.33	8	$ 754.64
Mason-Form, pour, finish, and strip new concrete ramp	$ 94.33	24	$ 2,263.92
CREDIT- Deletion of Footers and SOG			$ (5,000.00)

LABOR TOTAL -$1,435

2 **MATERIAL**

MATERIAL REQUIRED FOR CHANGE	UNIT PRICE	UNIT OF MEASURE	REQUIRED UNITS	TOTAL COST
Dowels	$100.00	ls	1	$100.00
4000 psi concrete	$150.00	cy	2	$300.00
Misc. Forming materials	$200.00	ls	1	$200.00
New door Frame	$418.00	ls	1	$418.00

MATERIAL TOTAL $1,018

3 **EQUIPMENT**

EQUIPMENT REQUIRED FOR CHANGE	UNIT PRICE	UNIT OF MEASURE	REQUIRED UNITS	TOTAL COST

EQUIPMENT TOTAL $0

TOTAL (SUM 1, 2, 3) -$417

4 **OVERHEAD AND PROFIT** **OH & P** 0.00% -$417

5 **Subcontractor**

SUBCONTRACTOR REQUIRED FOR CHANGE	SUB COST OF WORK	SUB MARK UP %	TOTAL COST
Cornwell Masonry	$ (1,200.00)	0%	-$1,200.00
Dake-Framing - Wash	$ -	0%	$0.00

SUBCONTRACTOR TOTAL -$1,200

TOTAL COST (4 &5) -$2,033

TOTAL COST -$2,033

STAMP_ITEMNUMB

Kelley Bros, LLC
1220 S Main St
Elmira, NY 14904
Phone: 607-734-8884
Fax: 607-734-4518

CUSTOMER PROPOSAL

Project Number: 7-2232438-0 CO
Proposal Date: 10/5/2022
Re-Print Date: 4/18/2023
JOB NAME: **ECRA - Aircraft Rescue & Fire Fighting Bldg.**

Steve VanHouten,
Acct#: 72485

Sold To: EDGER ENTERPRISES

330 E. 14TH ST.
ELMIRA, NY 14903
Tel: 607-733-9664
Fax: 607-733-3951

Attn:

Ship To:

,
Tel:
Cell:

Qty	Manuf	Mfr Part# / Description
1		1 Each - HM Frame Opening 107A J.D. Changed to 9-1/2"

Customer PO#: *Bryan*
Customer Acceptance: _____ Date: _____
Printed Name: _____

SubTotal:	$ 418.00
Freight:	~~$ .00~~
Tax:	~~$ 33.44~~
Project Total:	~~$ 451.44~~

Given building material cost inflation, this quote is good for 30 days. Any material released for order after this time will be subject to re-quote.

NET 30 subject to credit approval. **Orders may be subject to $25.00 minimum.**
Freight is PrePay and Add unless otherwise specified in writing.
Credit Card orders will be charged PRIOR to delivery and receipt will be provided upon request. Credit cards used 30 days after sale date subject to a 3% fee.
Returns must be requested through issuing office and are subject to restocking fees.
Due to recent US Supreme Court ruling, we may have to charge sales tax if required by law unless the project is specifically tax exempt.

STAMP_ITEMNUMB

EDGER ENTERPRISES, INC

COR # 2

Date: 7/12/2023

PROJECT TITLE:

Elmira Corning Regional Airport- Aircraft Rescue and Firefighting Building Rehabilitation

☐ Name of Contractor/Subcontractor performing Work: Edger Enterprises, Inc.

DESCRIPTION OF WORK:

Remove three (3) previously installed 3-phase motors and install three (3) single-phase motors.

A. **DIRECT COST OF WORK:**

1 **LABOR**

ASSIGNED PERSONNEL OR WORK CREW	HOURLY WAGE RATE PAID	HOURS WORKED	TOTAL COST
Superintendent- Coordination/Supervision	$ 109.99	8	$ 879.92

LABOR TOTAL $880

2 **MATERIAL**

MATERIAL REQUIRED FOR CHANGE	UNIT PRICE	UNIT OF MEASURE	REQUIRED UNITS	TOTAL COST

MATERIAL TOTAL $0

3 **EQUIPMENT**

EQUIPMENT REQUIRED FOR CHANGE	UNIT PRICE	UNIT OF MEASURE	REQUIRED UNITS	TOTAL COST

EQUIPMENT TOTAL $0

TOTAL (SUM 1, 2, 3) $880

4 **OVERHEAD AND PROFIT** **OH & P** 15.00% $1,012

5 **Subcontractor**

SUBCONTRACTOR REQUIRED FOR CHANGE	SUB COST OF WORK	SUB MARK UP %	TOTAL COST
Overhead Door	$ 7,200.00	5%	$7,560.00

SUBCONTRACTOR TOTAL $7,560

TOTAL COST (4 &5) $8,572

TOTAL COST $8,572

STAMP_ITEMNUMB

1251 College Avenue

Elmira, NY 14901

7/12/23

Jordan Confer

Edger Enterprises

Re Elmira Corning Airport

Renovated emergency building

We propose to remove 3 modified center mount openers.(3 phase)

No restock operators become owners property.

Furnish and install.

3 ¾ hp center mount openers , (1 phase)

3 openers installed no tax $ 7,200

Includes prevailing rate labor

Matt Doyle

STAMP_ITEMNUMB

EDGER ENTERPRISES, INC

Change Order Number 3

Date: 8/1/2023

PROJECT TITLE:
Elmira Corning Regional Airport- Aircraft Rescue and Firefighting Building Rehabilitation

☐ Name of Contractor/Subcontractor performing Work: Edger Enterprises, Inc.

DESCRIPTION OF WORK:

Patch Door infills at Garage Area with tile.

A. **DIRECT COST OF WORK:**

1 **LABOR**

ASSIGNED PERSONNEL OR WORK CREW	HOURLY WAGE RATE PAID	HOURS WORKED	TOTAL COST
Superintendent- Escort subcontractor onsite	$ 110.00	16	$ 1,760.00

LABOR TOTAL $1,760

2 **MATERIAL**

MATERIAL REQUIRED FOR CHANGE	UNIT PRICE	UNIT OF MEASURE	REQUIRED UNITS	TOTAL COST

MATERIAL TOTAL $0

3 **EQUIPMENT**

EQUIPMENT REQUIRED FOR CHANGE	UNIT PRICE	UNIT OF MEASURE	REQUIRED UNITS	TOTAL COST

EQUIPMENT TOTAL $0

TOTAL (SUM 1, 2, 3) $1,760

4 **OVERHEAD AND PROFIT** **OH & P** 15.00% $2,024

5 **Subcontractor**

SUBCONTRACTOR REQUIRED FOR CHANGE	SUB COST OF WORK	SUB MARK UP %	TOTAL COST
The Rug Shop	$ 1,759.71	5%	$1,847.70

SUBCONTRACTOR TOTAL $1,848

TOTAL COST (4 &5) $3,872

TOTAL COST $3,872

STAMP_ITEMNUMB

THE RUG SHOP, INC
19 Alice Street
Binghamton NY 13904
Admin@RugShopInc.Co
Office 607 [illegible] 4
Fax 607 7[illegible]2 828C

7/20/23

Edger Enterprises
Jordyn Confer

RE: ECRA Garage Area Tile patch

120 sf tile @ $2.28/sf	**$273.60**
2 bags thinset @ $38.27/bag	**$76.54**
1 bag grout @ $30.45/bag	**$30.45**
Freight	**$50.00**
16 hours labor @ $68.31/hr	**$1,092.96**
Subtotal	**$1523.55**
10%	**$152.36**
5%	**$83.80**

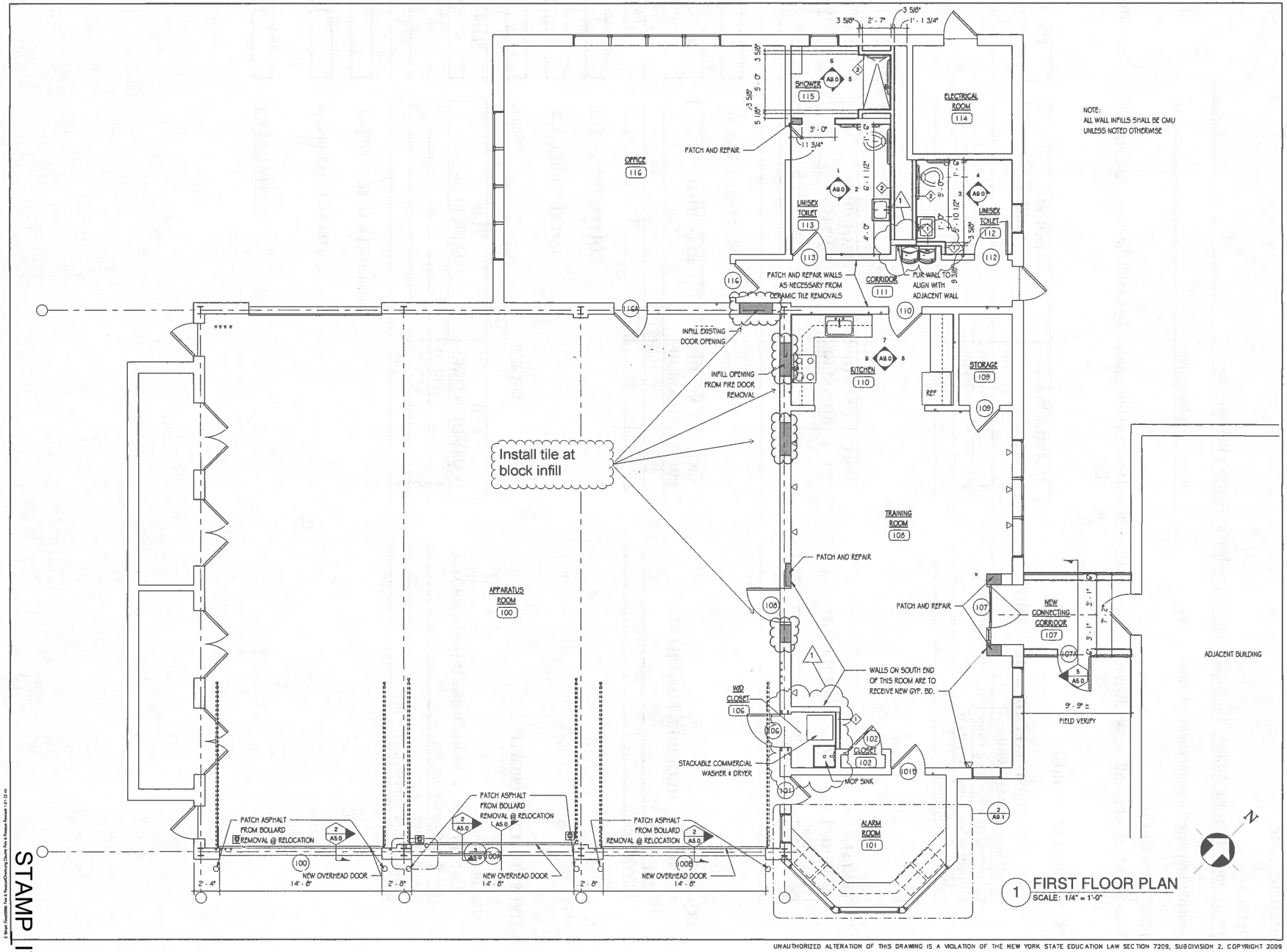
Proposed Price **$1,759.71**

Please Call me with any questions.

Thank you,

Jeff Osman
Project Manager/Estimator
The Rug Shop, Inc.
607-222-8645

STAMP_ITEMNUMB



1 FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

UNAUTHORIZED ALTERATION OF THIS DRAWING IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW SECTION 7209, SUBDIVISION 2, COPYRIGHT 2009

McFarland Johnson
49 Court Street
Suite 240
Binghamton, New York 13901
P: 607.723.9421 F: 607.723.4979
www.mjinc.com

Foor & Associates Architects
Since 1873
111 North Main Street
Elmira, New York 14901
Phone: 607.733.4613
Fax: 607.734.0120

No.	Description	Date
1	Addendum 1	03/16/22

CLIENT: Elmira Corning Regional Airport
CHEMUNG COUNTY, NEW YORK

PROJECT: AIRCRAFT RESCUE AND FIRE FIGHTING BUILDING REHABILITATION

DRAWN: DWY
DESIGNED: Designer
CHECKED: Checker
SCALE: AS NOTED
DATE: MARCH 3, 2022
PROJECT: 18302.18
FA JOB #3986

SE**

REGISTERED ARCHITECT
DAVID R. YOUNG
016719
STATE OF NEW YORK

DRAWING TITLE
FLOOR PLAN

DRAWING NUMBER
A3.0

STAMP ITEMNUMB

EDGER ENTERPRISES, INC

Date: 10/26/2023

CO # 4

PROJECT TITLE:

Elmira Corning Regional Airport- Aircraft Rescue and Firefighting Building Rehabilitation

☐ Name of Contractor/Subcontractor performing Work: Edger Enterprises, Inc.

DESCRIPTION OF WORK:

Remove 2 existing door frames at office area. Reinstall door frame at garage and rehang existing door. Block infill the second opening that leads from office to bathroom.

A. **DIRECT COST OF WORK:**

1 **LABOR**

ASSIGNED PERSONNEL OR WORK CREW	HOURLY WAGE RATE PAID	HOURS WORKED	TOTAL COST
Superintendent-Supervision	$ 109.99	12	$ 1,319.88
Laborer-Demo Existing Door Frames/ Tooth CMU	$ 68.36	40	$ 2,734.40
Carpenter-Set/Hang new door	$ 82.98	16	$ 1,327.68
Laborer-Final clean	$ 68.36	8	$ 546.88
		LABOR TOTAL	$5,929

2 **MATERIAL**

MATERIAL REQUIRED FOR CHANGE	UNIT PRICE	UNIT OF MEASURE	REQUIRED UNITS	TOTAL COST
Door Frame	$525.00	ea	1	$525.00
Misc. Hardware/Fasteners	$150.00	ls	1	$150.00
			MATERIAL TOTAL	$675

3 **EQUIPMENT**

EQUIPMENT REQUIRED FOR CHANGE	UNIT PRICE	UNIT OF MEASURE	REQUIRED UNITS	TOTAL COST
Dump trailer	500	ls	1	$500
Tipping Fees	150	ls	1	$150
			EQUIPMENT TOTAL	$650
			TOTAL (SUM 1, 2, 3)	$7,254

4 **OVERHEAD AND PROFIT** **OH & P** 15.00% $8,342

5 **Subcontractor**

SUBCONTRACTOR REQUIRED FOR CHANGE	SUB COST OF WORK	SUB MARK UP %	TOTAL COST
The Rug Shop-Patch Tile	$ 1,000.00	5%	$1,050.00
Cooks- Patch Paint	$ 950.00	5%	$997.50
Cornwell Masonry- Block Infill	$ 1,250.00	5%	$1,312.50
		SUBCONTRACTOR TOTAL	$3,360
		TOTAL COST (4 &5)	$11,702
		TOTAL COST	**$11,702**

STAMP_ITEMNUMB

EDGER ENTERPRISES, INC

Date: 11/15/2023

CO Number 5

PROJECT TITLE:

Elmira Corning Regional Airport- Aircraft Rescue and Firefighting Building Rehabilitation

☐ Name of Contractor/Subcontractor performing Work: Edger Enterprises, Inc.

DESCRIPTION OF WORK:

Rework the framing of the shower stall to accommodate the new shower layout. Please see attached ticket for additional information.

A. **DIRECT COST OF WORK:**

1 **LABOR**

ASSIGNED PERSONNEL OR WORK CREW	HOURLY WAGE RATE PAID	HOURS WORKED	TOTAL COST
Superintendent	$ 109.99	4	$ 439.96

LABOR TOTAL $440

2 **MATERIAL**

MATERIAL REQUIRED FOR CHANGE	UNIT PRICE	UNIT OF MEASURE	REQUIRED UNITS	TOTAL COST

MATERIAL TOTAL $0

3 **EQUIPMENT**

EQUIPMENT REQUIRED FOR CHANGE	UNIT PRICE	UNIT OF MEASURE	REQUIRED UNITS	TOTAL COST

EQUIPMENT TOTAL $0

TOTAL (SUM 1, 2, 3) $440

4 **OVERHEAD AND PROFIT** **OH & P** 15.00% $506

5 **Subcontractor**

SUBCONTRACTOR REQUIRED FOR CHANGE	SUB COST OF WORK	SUB MARK UP %	TOTAL COST
RW Dake	$ 1,115.71	5%	$1,171.50

SUBCONTRACTOR TOTAL $1,171

TOTAL COST (4 &5) $1,677

TOTAL COST $1,677

STAMP_ITEMNUMB

RW DAKE CONSTRUCTION
EXPERIENCE / QUALITY / SAFETY

196 W Sixth Street, Corning, NY 14830 Phone: (585) 381-2500 Fax: (607) 936-3431 bladd@rwdake.com

November 15, 2023

Edger Enterprises
1703 Lake Street
Elmira, NY 14901

RE: T and M for Labor and Material

Dear Jordyn,

Please be advised we will require a payment in the amount of **$1,115.71** for work associated with work at ECRA. This is for reworking the shower stall area as original shower stall could not be acquired per RW Dake ticket 19726 verified by Jordyn Confer, Edger Enterprise personnel. If there are any questions feel free to call. Following is a break down:

Labor				
Foreman	7 hrs	@	$72.93	$510.51
Journeyman	6 hrs	@	$67.75	$406.50
			Labor Total	$917.01
Material				
1-5/8 x 10' 20 GA Studs	5 ea	@	$6.30	$31.50
1-5/8 20 GA Track	2 ea	@	$6.20	$12.40
2 x 4 x 10 Lumber	1 ea	@	$6.41	$6.41
4 x 8 x 1/2 Moisture Drywall	2 ea	@	$23.48	$46.96
			Material Total	$97.27
			Sub total	$1,014.28
			10% Mark Up	$101.43
			Grand Total	**$1,115.71**

Sincerely,
Brett Ladd

STAMP_ITEMNUMB

RW DAKE CONSTRUCTION

100 Bluff Drive, East Rochester, NY 14445

JOB INVOICE

19726

PHONE	DATE OF ORDER 11/03/2023
ORDER TAKEN BY	CUSTOMER ORDER NUMBER
JOB NAME / NUMBER ECRA 03BL303 1ST	
JOB LOCATION Horseheads, NY	
JOB PHONE	STARTING DATE

TO Edger Enterprises

TERMS:

QTY.	MATERIAL	PRICE		AMOUNT	
5	1 5/8" STUDS 10' 20gauge	6	30	31	50
2	1 5/8 Track 20 gauge	6	20	12	40
1	2x4x10 Lumber	6	41	6	41
2	4x8 1/2 Moisture drywall	23	48	46	96
	TOTAL MATERIALS			97	27

QTY.	OTHER CHARGES	PRICE		AMOUNT	
	TOTAL OTHER				

DESCRIPTION OF WORK

Rework shower stall area as original shower stall could not be acquired

LABOR	HRS.	RATE	AMOUNT	
Journeyman Carpenter	6	67.75	406	50
Foreman Carpenter	7	72.93	510	51

TOTAL LABOR	917	01
TOTAL MATERIALS	97	27
SubTotal ~~TOTAL OTHER~~	1014	28
10% ~~TAX~~	101	43
TOTAL	1115	71

DATE COMPLETED

Work ordered by Jordyn Confer

Signature

I hereby acknowledge the satisfactory completion of the above described work.

Thank You

STAMP_ITEMNUMB

STAMP_ITEMNUMB

Construction Change Directive

PROJECT: ARFF BUILDING REHAB ELMIRA CORNING REGIONAL AIRPORT 276 SING SING ROAD, HORSEHEADS, NEW YORK 14845	**DIRECTIVE NUMBER: 1** **DATE:** October 30, 2023 **CONTRACT FOR:** Plumbing	OWNER ☐ CONSULTANT ☐ CONTRACTOR ☐
TO CONTRACTOR: Kimble Inc. 1004 Sullivan Street Elmira, NY 14901	**CONTRACT DATED:** April 8, 2022 **MJ PROJECT NUMBER:** 18302.23 **FAA AIP NUMBER:** 3-36-0026-086-2022	FIELD ☐ OTHER ☐

You are hereby directed to make the following change(s) in this Contract:

Plumbing Contractor Scope Items:

The following is a revision and increase to the original bid lump sum price for Elmira Corning Regional Airport Aircraft Rescue and Fire Fighting Building.

1. The $4,960.70 increase is due to the one-piece shower surround required for the toilet/shower room.

Original Lump Sum Bid:	$87,200.00
Cost Increase:	$4,960.70
Revised Lump Sum Price:	**$92,160.70**

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price:

☒ Lump Sum increase of: $4,960.70

☐ Revised Unit Price of:

☐ As follows:

Total Cost not to exceed $92,160.70 (See attached pricing backup for items and unit costs.)

When signed by the Owner and Consultant and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

STAMP_ITEMNUMB

CONSULTANT	OWNER	CONTRACTOR
McFarland Johnson, Inc	Chemung Co Aviation Department	Kimble Inc.
ADDRESS 49 Court St, Suite 240 Binghamton, NY 13901	ADDRESS 276 Sing Sing Rd, Suite 1 Horseheads, NY 14845	ADDRESS 1004 Sullivan Street Elmira, NY 14901
BY (*Signature*)	BY (*Signature*)	BY (*Signature*)
Devin Shapley (*Typed name*)	(*Typed name*)	(*Typed name*)
10/30/2023 DATE	DATE	DATE

This change directive does not constitute an increase or decrease in the contract amount until a change order is approved in accordance with the construction contract and contract specifications.

STAMP_ITEMNUMB

MURK 26
(11/22)

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
Agreed Price Worksheet - Prime Contractor

Contract: RFB2405 Item No.: 001 Quantity: 1.00 Units: EA

Item Description : Plumbing Contract - Elmira ARFF - Shower Surround

(A) LABOR

Trade	Reg Hours	Wage Rate	Cost	Fringe Hours	Fringe Rate	Cost
Plumber - Journeyman	10.00	$ 78.43	$ 784.30			
Plumber - Foreman	10.00	$ 87.32	$ 873.20			

Wages $ 1,657.50 Fringes

If Fringes are paid directly to employee via cash or check, Enter value here: $ 0.00

Worker's Compensation Rate (%): 6.58 %

(The Contractor shall submit an insurance policy declaration / rate page from its insurer to validate the Workers Comp insurance rate based on an EMR of 1.0.)

Total of Wages and Fringes:	$ 1,657.50
Workers Compensation:	$ 109.06
Standard Labor Markup:	$ 207.19
Fringe Benefit Markup:	$ 0.00
Labor Total:	$ 1,973.75

(B) MATERIALS

Description	Units	# of Units	Cost/Unit	Cost	Description	Units	# of Units	Cost/Unit	Cost
MP6538L/RBF34	EA	1.00	$2,165.00	$2,165.00					
See Qoute									
Shower Drain	EA	1.00	$51.62	$51.62					
Silicon	TBS	2.00	$19.35	$38.70					

Materials Total: $2,255.32

(C) EQUIPMENT

Description	Hours	FHWA Rate	Cost	Description	Hours	FHWA Rate	Cost

Equipment Total:

(D) SERVICES

Description / Type	# of Units	Cost / Unit	Cost	Description / Type	# of Units	Cost / Unit	Cost
Labor, Material & Equipment Total							

Services Total:

(E) OVERHEAD & PROFIT

		OH & Profit %	Cost
Labor, Materials, & Equipment Total :	$ 4,229.07	15.00	$ 634.36
Services:			$ 0.00

Overhead & Profit Total: $ 634.36

(F) INSURANCE

Enter rate here if based on payroll	Payroll Based Cost Basis	Enter rate here if based on sales	Sales Based Cost Basis
	$ 0.00	2.00 %	$ 4,863.43

Insurance Total: $ 97.27

Item Total: $ 4,960.70 **Unit Price:** $ 4,960.70 per EA

Matthew Hart	Matthew Hart	8-1-23	Chris Zarrelli		
Contractor's Rep Name	Signature	Date	Engineer-in-Charge's Name	Signature	Date

STAMP_ITEMNUMB

QUOTE

DATE	BID NUMBER	PAGE NO.
07/31/23	S1536211.001	1

www.idbooth.com

Remit To: I. D. BOOTH, INC.
620 WILLIAM STREET P.O. Box 579
ELMIRA, NY 14902-0579

BILL TO:
KIMBLE INC
1004 SULLIVAN ST
ELMIRA NY 14901

JOB:
KIMBLE INC
1004 SULLIVAN ST
ELMIRA NY 14901

CUSTOMER NUMBER	CUSTOMER PO NUMBER / JOB NAME	TERMS	SHIP VIA
1342		2% 10TH PROX, NET 30	
DATE ORDERED	**WRITER**	**CONTACT**	**DATE SHIPPED**
07/31/23	RREILLY		

QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1	OASIS SHFW-6235-ADA-TL-SSD-RS/LS WHITE SHOWER UNIT WITH SEAT, BRAB BARS, SOAP DISH AND CURTAIN ROD	1665.000	1665.00
1	FRT FREIGHT AND HANDLING CHARGE / FREIGHT INCLUDES CRATE CHARGE	500.000	500.00

QUOTATION GOOD FOR 24 HOURS ONLY

Subtotal	2165.00
Shipping/Handling	0.00
Sales Tax	0.00
Total Amt Due	2165.00
Payment Amt	0.00
Balance Due	0.00

STAMP_ITEMNUMB

Construction Change Directive

PROJECT: ARFF BUILDING REHAB ELMIRA CORNING REGIONAL AIRPORT 276 SING SING ROAD, HORSEHEADS, NEW YORK 14845	**DIRECTIVE NUMBER: 1** **DATE:** October 30, 2023 **CONTRACT FOR:** Mechanical	OWNER ☐ CONSULTANT ☐ CONTRACTOR ☐
TO CONTRACTOR: AFT Mechanical, LLC. 120 Ferris Street Elmira, NY 14904	**CONTRACT DATED:** April 8, 2022 **MJ PROJECT NUMBER:** 18302.23 **FAA AIP NUMBER:** 3-36-0026-086-2022	FIELD ☐ OTHER ☐

You are hereby directed to make the following change(s) in this Contract:

Mechanical Contractor Scope Items:

The following is a revision and increase to the original bid lump sum price for Elmira Corning Regional Airport Aircraft Rescue and Fire Fighting Building.

1. The $1,643.27 increase is due to unforeseen existing ductwork abandoned within ceiling plenum. This ductwork was removed to accommodate new ductwork installed.
2. The $1,394.05 increase is due to the removal of the existing Corayvac heating system within the ARFF garage bays. This removal was necessary to accommodate the installation of the new overhead garage door track systems that required more room then anticipated.
3. The $7,111.48 increase is due to the modifications of the existing Corayvac heating system within the ARFF garage bays. These modifications were necessary to reinstall the system after the new overhead garage doors were installed.

Original Lump Sum Bid:	$157,499.00
Cost Increase:	$10,148.80
Revised Lump Sum Price:	**$167,647.80**

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price:

☒ Lump Sum increase of: $10,148.80

☐ Revised Unit Price of:

☐ As follows:

Total Cost not to exceed $167,647.80 (See attached pricing backup for items and unit costs.)

STAMP_ITEMNUMB

When signed by the Owner and Consultant and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

CONSULTANT	OWNER	CONTRACTOR
McFarland Johnson, Inc	Chemung Co Aviation Department	AFT Mechanical, LLC
ADDRESS 49 Court St, Suite 240 Binghamton, NY 13901	ADDRESS 276 Sing Sing Rd, Suite 1 Horseheads, NY 14845	ADDRESS 120 Ferris Street Elmira, NY 14904
BY (*Signature*)	BY (*Signature*)	BY (*Signature*)
Devin Shapley (*Typed name*)	(*Typed name*)	(*Typed name*)
10/30/2023 DATE	DATE	DATE

This change directive does not constitute an increase or decrease in the contract amount until a change order is approved in accordance with the construction contract and contract specifications.

STAMP_ITEMNUMB

AFT Mechanical, LLC.
120 Ferris Street
Elmira NY 14904
(607)734-1118 Phone
(607)734-5090 Fax
aftmech.com

AFT Mechanical, LLC.

ERCA AARF Building AFT PCO #1

Demo Of Additional Duct

Mark up is set at 15%

1 Foreman – 8 hours

1 Jouneyman – 8 hours

1 Apprentice – 8 hours.

24 hours total labor for demo of duct.

No material used.

Total Price with 15% mark up - $1,643.27

Rebecca Frantz
frantzr@aftmech.com
607-734-1118

STAMP_ITEMNUMB

AFT Mechanical, LLC.
120 Ferris Street
Elmira NY 14904
(607)734-1118 Phone
(607)734-5090 Fax
aftmech.com

AFT Mechanical, LLC.

ERCA AARF Building AFT PCO #2

Additional Coreyvac Removal

Mark up is set at 15%

1 Foreman – 8 hours

1 Journeyman – 8 hours

16 hours total labor for demo of duct.

No material used.

Total Price with 15% mark up - $1,394.05

Rebecca Frantz
frantzr@aftmech.com
607-734-1118

STAMP_ITEMNUMB

AFT Mechanical, LLC.
Aftmech.com
PO Box 145
120 Ferris Street
Elmira NY 14902
(607)734-1118 Phone
(607)734-5090 Fax

AFT Mechanical, LLC.

ECRA ARFF Building AFT PCO #3
Relocate Corayvac System

Mark up is set at 15%.
This includes parts needed to move 2 lines and labor for startup and balancing.
Core drill new hole for exhaust in garage.
Make all necessary modifications for the Corayvac system to function.
Deliver new materials to site. Remove any unused materials or hand them over to county.

Additional materials to move 2 lines- $2,893.40 (Corayvac parts)
AFT supplied scissor lift- $500.00

Additional labor for Corayvac- 3 days for 2 mechanics
1 Journeyman- $1,894.32
1 Foreman- $1,823.76

Total Cost- $7,111.48

Austin Trengo
trengoa@aftmech.com
c:607-742-9926
p:607-734-1118

STAMP_ITEMNUMB

Construction Change Directive

PROJECT: ARFF BUILDING REHAB ELMIRA CORNING REGIONAL AIRPORT 276 SING SING ROAD, HORSEHEADS, NEW YORK 14845	**DIRECTIVE NUMBER: 1** **DATE:** October 30, 2023 **CONTRACT FOR:** Electrical	OWNER ☐ CONSULTANT ☐ CONTRACTOR ☐
TO CONTRACTOR: Schuler Haas Electric 701 Azon Road Johnson City, NY 13790	**CONTRACT DATED:** April 8, 2022 **MJ PROJECT NUMBER:** 18302.23 **FAA AIP NUMBER:** 3-36-0026-086-2022	FIELD ☐ OTHER ☐

You are hereby directed to make the following change(s) in this Contract:

Electrical Contractor Scope Items:

The following is a revision and increase to the original bid lump sum price for Elmira Corning Regional Airport Aircraft Rescue and Fire Fighting Building.

1. The $4,534.60 increase is due to the demolition of existing hidden electrical panel to accommodate demolition of wall and rerouting of existing conduit.
2. The $519.97 increase is due to modifications of the existing heating elements within the apparatus bay.
3. The $1,135.44 increase is due to temporary conduit and wiring to feed the data closet for shutdown.

Original Lump Sum Bid:	$167,400.00
Cost Increase:	$6,190.01
Revised Lump Sum Price:	**$173,590.01**

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price:

☒ Lump Sum increase of: $6,190.01

☐ Revised Unit Price of:

☐ As follows:

Total Cost not to exceed $173,590.01 (See attached pricing backup for items and unit costs.)

STAMP_ITEMNUMB

When signed by the Owner and Consultant and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

CONSULTANT	OWNER	CONTRACTOR
McFarland Johnson, Inc	Chemung Co Aviation Department	Schuler Haas Electric
ADDRESS 49 Court St, Suite 240 Binghamton, NY 13901	ADDRESS 276 Sing Sing Rd, Suite 1 Horseheads, NY 14845	ADDRESS 701 Azon Road Johnson City, NY 13790
BY (*Signature*)	BY (*Signature*)	BY (*Signature*)
Devin Shapley (*Typed name*)	(*Typed name*)	(*Typed name*)
10/30/2023 DATE	DATE	DATE

This change directive does not constitute an increase or decrease in the contract amount until a change order is approved in accordance with the construction contract and contract specifications.

STAMP_ITEMNUMB

MURK 26
(11/22)

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
Agreed Price Worksheet - Prime Contractor

Contract: RFB-240 Item No: _____ Quantity: _____ Units: _____

Item Description: Removal of LP3 panel and rework of existing conduit.

(A) LABOR

Trade	Reg Hours	Wage Rate	Cost	Fringe Hours	Fringe Rate	Cost
Electrical	37.00	$ 73.00	$ 2,701.00			

Wages $ 2,701.00 Fringes

If Fringes are paid directly to employee via cash or check, Enter value here: $ 29.36

Worker's Compensation Rate (%): 4.33 %

(The Contractor shall submit an insurance policy declaration / rate page from its insurer to validate the Workers Comp Insurance rate based on an EMR of 1.0.)

Total of Wages and Fringes:	$ 2,701.00
Workers Compensation:	$ 118.22
Standard Labor Markup:	$ 337.63
Fringe Benefit Markup:	$ 1.88
Labor Total:	$ 3,158.73

(B) MATERIALS

Description	Units	# of Units	Cost/Unit	Cost	Description	Units	# of Units	Cost/Unit	Cost
Conduit & Wire	EA	1.00	$784.40	$784.40					

Materials Total: $784.40

(C) EQUIPMENT

Description	Hours	FHWA Rate	Cost	Description	Hours	FHWA Rate	Cost

Equipment Total:

(D) SERVICES

Description / Type	# of Units	Cost / Unit	Cost	Description / Type	# of Units	Cost / Unit	Cost

Services Total:

(E) OVERHEAD & PROFIT

		OH & Profit %	Cost
Labor, Materials, & Equipment Total:	$ 3,943.13	15.00	$ 591.47
Services:			$ 0.00

Overhead & Profit Total: $ 591.47

(F) INSURANCE

Enter rate here if based on payroll	Payroll Based Cost Basis	Enter rate here if based on sales	Sales Based Cost Basis
	$ 0.00		$ 0.00

Insurance Total: $ 0.00

Item Total: $ 4,534.60 Unit Price: $ 0.00 per

Jeffrey C. Osborne		04/10/2023			
Contractor's Rep Name	Signature	Date	Engineer-in-Charge's Name	Signature	Date

STAMP_ITEMNUMB

MURK 26
(11/22)

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
Agreed Price Worksheet - Prime Contractor

Contract: RFB-240 Item No.: _____ Quantity: _____ Units: _____

Item Description : Removal of blower wiring safety off for garage door install.

(A) LABOR

Trade	Reg Hours	Wage Rate	Cost	Fringe Hours	Fringe Rate	Cost
Electrical	4.00	$ 96.08	$ 384.32			

Wages $ 384.32 Fringes

If Fringes are paid directly to employee via cash or check, Enter value here: $ 29.36

Worker's Compensation Rate (%): 4.33 %

(The Contractor shall submit an insurance policy declaration / rate page from its insurer to validate the Workers Comp insurance rate based on an EMR of 1.0.)

Total of Wages and Fringes:	$ 384.32
Workers Compensation:	$ 17.91
Standard Labor Markup:	$ 48.04
Fringe Benefit Markup:	$ 1.88
Labor Total:	$ 452.15

(B) MATERIALS

Description	Units	# of Units	Cost/Unit	Cost	Description	Units	# of Units	Cost/Unit	Cost
None									

Materials Total:

(C) EQUIPMENT

Description	Hours	FHWA Rate	Cost	Description	Hours	FHWA Rate	Cost

Equipment Total:

(D) SERVICES

Description / Type	# of Units	Cost / Unit	Cost	Description / Type	# of Units	Cost / Unit	Cost

Services Total:

(E) OVERHEAD & PROFIT

		OH & Profit %	Cost
Labor, Materials, & Equipment Total :	$ 452.15	15.00	$ 67.82
Services:			$ 0.00

Overhead & Profit Total: $ 67.82

(F) INSURANCE

Enter rate here if based on payroll	Payroll Based Cost Basis	Enter rate here if based on sales	Sales Based Cost Basis
	$ 0.00		$ 0.00

Insurance Total: $ 0.00

Item Total: $ 519.97 **Unit Price:** $ 0.00 per

Jeff Osborne		10/9/23			
Contractor's Rep Name	Signature	Date	Engineer-in-Charge's Name	Signature	Date

STAMP_ITEMNUMB

MURK 26
(11/22)

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
Agreed Price Worksheet - Prime Contractor

Contract: RFB-240 Item No.: _____ Quantity: _____ Units: _____

Item Description : Install temporary power for data room for electrical shutdown.

(A) LABOR

Trade	Reg Hours	Wage Rate	Cost	Fringe Hours	Fringe Rate	Cost
Electrical	8.00	$ 96.08	$ 768.64			

Wages $ 768.64 Fringes

If Fringes are paid directly to employee via cash or check, Enter value here: $ 29.36

Worker's Compensation Rate (%): 4.33 %

(The Contractor shall submit an insurance policy declaration / rate page from its insurer to validate the Workers Comp insurance rate based on an EMR of 1.0.)

Total of Wages and Fringes:	$ 768.64
Workers Compensation:	$ 34.55
Standard Labor Markup:	$ 96.08
Fringe Benefit Markup:	$ 1.88
Labor Total:	$ 901.15

(B) MATERIALS

Description	Units	# of Units	Cost/Unit	Cost	Description	Units	# of Units	Cost/Unit	Cost
Conduit/Wire	1	1.00	$86.19	$86.19					

Materials Total: $86.19

(C) EQUIPMENT

Description	Hours	FHWA Rate	Cost	Description	Hours	FHWA Rate	Cost

Equipment Total:

(D) SERVICES

Description / Type	# of Units	Cost / Unit	Cost	Description / Type	# of Units	Cost / Unit	Cost

Services Total:

(E) OVERHEAD & PROFIT

		OH & Profit %	Cost
Labor, Materials, & Equipment Total :	$ 987.34	15.00	$ 148.10
Services:			$ 0.00

Overhead & Profit Total: $ 148.10

(F) INSURANCE

Enter rate here if based on payroll	Payroll Based Cost Basis	Enter rate here if based on sales	Sales Based Cost Basis
	$ 0.00		$ 0.00

Insurance Total: $ 0.00

Item Total: $ 1,135.44 **Unit Price:** $ 0.00 per

Jeff Osborne — Contractor's Rep Name
Signature
10/9/23 — Date
Engineer-in-Charge's Name
Signature
Date

STAMP_ITEMNUMB

STAMP_ITEMNUMB