

Agenda  
County Facilities Committee – Airport  
Department of Public Works  
November 20, 2018 – 12:15 pm

Committee Members: *DIAMOND, Beaty, Leggett, Loeb, Geraghty, Strough, Simpson, Frasier, Wild, McDevitt & Sokol*

- I. Committee Meeting Call to Order..... Chairman Diamond
- II. Motion to Approve Minutes of Prior Committee Meeting.....Chairman Diamond

**III. Action Agenda/New Business**

**Page**

- 2 Request: Increase Existing Capital Project H-303 Runway 1-19 Environmental Assessment, in the amount of \$1,288,500.00..... Kevin Hajos  
Rationale: Allows the county to move forward with the contract for Prelim. design and Hydrology Study, with C&S Engineering
- 5 Request: Enter into a contract with C & S Engineers, Inc.....Kevin Hajos  
Rationale: To provide the required services for Environmental Assessment and Preliminary Design - Runway 1-19 Extension Project.
- 22 Request: To rescind Resolution 257 of 2018..... Don DeGraw  
Rationale: A capital project was created, only a budget amendment was necessary.
- 24 Request: To Amend County Budget..... Don DeGraw  
Rationale: To add in the grant funding into the airport budget for the Funding of the Airport Marketing and Promotion Grant from NYSDOT.
- 27 Request: To enter into a contract with McFarland Johnson..... Don DeGraw  
Rationale: To render services related to the development and preparation of an airport marketing and promotion program.
- 30 Request: To authorize the Superintendent of Public Works and Airport Manager to oversee operations and maintenance of County owned hangars..... Don DeGraw  
Rationale: County owned hangars will now be maintained and operated by County

**IV. Referral/Pending Items**

None

**V. Information for Discussion/Review**

Airport Hay Crop Land Lease – Ideal Farms will not be renewing the 3 year lease  
A new RFP will be completed, proposed w/ a ten year term..... Kevin H.  
Alternate Runway Extension Project Proposal – C & S/County are addressing  
questions from the FAA Planner related to the proposed alternative..... Kevin H/Don D.  
FBO contract update (as needed)..... Mary K

**VI. Privilege of the Floor to discuss any additional items to come before the Committee**

**VII. Motion to Adjourn**

*RESOLUTION REQUEST FORM NO. 9*

*Request to Increase or Decrease or Amend Existing Capital Project or  
Capital Reserve Project\**

*\*If this is the result of a grant award, also complete and submit Form No. 5 or 6*

DEPARTMENT NAME: Airport

DATE: November 20, 2018

- (a) Exact Title and Number of Project\*: H303-Runway 1-19 Environmental Assessment
- (b) Is this a Capital Project? Yes
- (c) Is this a Capital Reserve Project? No
- (d) Amount of Increase (if applicable): \$1,288,500.00
- (e) Amount of Decrease (if applicable): N/A
- (f) Source of Funding (if Increase) (including name & title of codes, etc.):  
FAA - \$1,159,650 (90%)  
NYSDOT - \$64,425 (5%)  
Warren County - \$64,425 (5%) A 892.00 Reserve, Airport Repair and Projects
- (g) Changes in Funding (if Amendment): N/A
- (h) Purpose of Increase or Decrease or Amendment: Increasing H303, to continue the Environmental Assessment for Runway 1-19 Extension with Phase IV and preliminary design.



U.S. Department of Transportation  
Federal Aviation Administration

GRANT AGREEMENT

PART I - OFFER

Date of Offer	June 14, 2018
Airport/Planning Area	Floyd Bennett Memorial
AIP Grant Number	3-36-0033-062-2018
DUNS Number	0983347330000
TO:	<u>County of Warren</u> (herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 11, 2018, for a grant of Federal funds for a project at or associated with Floyd Bennett Memorial Airport, which is included as part this Grant Agreement; and

WHEREAS, the FAA has approved a project for Floyd Bennett Memorial Airport (herein called the "Project") consisting of the following:

Environmental Assessment for Runway 1-19 Extension (Phase IV) and Preliminary Design, which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. Maximum Obligation. The maximum obligation of the United States payable under this Offer is \$1,159,650.

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p><b>CURRENT CONTRACT TERM:</b></p> <p>From: 06/14/2018                      To: 06/14/2028</p> <p><b>CURRENT CONTRACT PERIOD:</b></p> <p>From: 06/14/2018                      To: 06/14/2028</p> <p><b>AMENDED TERM:</b></p> <p>From:    To:    </p> <p><b>AMENDED PERIOD:</b></p> <p>From:    To:    </p>	<p><b>CONTRACT FUNDING AMOUNT</b></p> <p>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</p> <p>CURRENT:        \$64,425.00</p> <p>AMENDED:</p> <p><b>FUNDING SOURCE(S)</b></p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> State</p> <p style="padding-left: 40px;"><input type="checkbox"/> Federal</p> <p style="padding-left: 40px;"><input type="checkbox"/> Other</p>			
<p><i>FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT AND FUNDING AMOUNT:</i></p> <p>(Out years represents projected funding amounts)</p>				
<b>#</b>	<b>CURRENT PERIOD</b>	<b>CURRENT AMOUNT</b>	<b>AMENDED PERIOD</b>	<b>AMENDED AMOUNT</b>
1				
2				
3				
4				
5				

Contract Number: # DOT01-K07349GG-3900283

2 of 3

Master Grant Contract, Face Page

*RESOLUTION REQUEST FORM NO. 3*

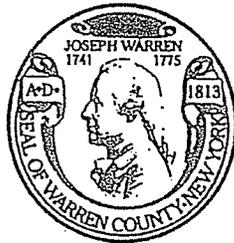
*Request for New Contract*

DEPARTMENT NAME: DPW - Airport

DATE: November 20, 2018

- (a) Is this a Result of a Bid or Request for Proposal? N/A
  
- (b) Purpose of Contract: To provide the required services for Environmental Assessment Phase IV and Preliminary Design - Runway 1-19 Extension Project including the following; Preliminary Design/Mitigation/Permitting, Wetland Permitting, NEPA EA/SEQR EIS & Hydrogeologic Analysis.
  
- (c) Name of Contractor: C & S Engineers, Inc.
  
- (d) Address of Contractor: 499 Col. Eileen Colling Blvd., Syracuse, NY 13212
  
- (e) Contractor's Contact Person and Telephone Number: C.Brubach, (315) 455-2000
  
- (f) Has or will the Contract be provided, if so, please attach: Attached.
  
- (g) Commencement Date of Contract: Upon execution.
  
- (h) Termination Date of Contract: Upon final payment.
  
- (i) Payment Provisions:
  - i) lump sum amount Cost Plus Fixed Fee
  - ii) hourly rate amount
  - iii) total amount not to exceed \$1,275,500
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
  
- (j) Where are the Funds for this Contract? List Budget Code, (with title), Object Code (with title), and Amount: OR Capital Project OR Capital Reserve Project Number, and Title, and Amount: Capital Project H-303 Runway 1-19 Environmental Assessment

COST PLUS FIXED FEE  
CONSULTANT AGREEMENT  
FOR  
ENVIRONMENTAL ASSESSMENT PHASE IV AND  
PRELIMINARY DESIGN  
OF THE  
RUNWAY 1-19 EXTENSION PROJECT  
AT THE  
FLOYD BENNETT MEMORIAL AIRPORT  
QUEENSBURY, NEW YORK



FAA AIP NO. 3-36-0033-\_\_\_-2018 (d)

NYS DOT NO. 1903.\_\_(d)

C&S NO. 107.035.003

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# COST PLUS FIXED FEE CONSULTANT AGREEMENT

FOR

## ENVIRONMENTAL ASSESSMENT PHASE IV AND PRELIMINARY DESIGN

**PROJECT:** Runway 1-19 Extension Project  
Floyd Bennett Memorial Airport

This Agreement, made effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is by and between the County of Warren a New York municipal corporation, having an address at 1340 State Route 9, Lake George, New York 12845 (hereinafter referred to as the "SPONSOR"), and C&S Engineers, Inc., a New York business corporation having its principal offices at 499 Col. Eileen Collins Boulevard, Syracuse, New York 13212 (hereinafter referred to as the "CONSULTANT").

**WITNESSETH:** That the SPONSOR and the CONSULTANT, for and in consideration of the mutual obligations set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, agree as follows:

### ARTICLE 1—DESCRIPTION OF SERVICES TO BE PERFORMED

The SPONSOR hereby retains the CONSULTANT because of its ability and reputation, and the CONSULTANT accepts such retention, to perform for the SPONSOR the services of the Project more particularly described in Schedule(s) "A", which is attached hereto and made a part hereof (the "Basic Services"). The SPONSOR's resolution or other authorization for retaining the CONSULTANT is attached hereto and made a part hereof as Schedule "E". The SPONSOR has completed or will complete a "Certification for Selection of Consultant" in connection with the execution of this Agreement.

### ARTICLE 2—PROVISION FOR PAYMENT – TIME FOR PERFORMANCE

A. **Basis for Payment**—The SPONSOR shall pay the CONSULTANT, and the CONSULTANT shall accept, as full compensation for the performance by the CONSULTANT of the Basic Services under this Agreement, the following:

**Item I:** Direct Technical Salaries of all employees assigned to the Project on a full-time basis for all or part of the term of this Agreement, plus properly allocable partial salaries of all employees working part-time on the Project, all subject to audit. Overtime in accordance with the terms of this Agreement shall be charged under this Item.

The cost of Principals' salaries (or allowable portion thereof) included in Direct Technical Salaries during the period that they are working specifically on the Project (productive time) are eligible if their comparable time is also charged directly to other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost.

**Item II**—Actual Direct Nonsalary Costs incurred during the term of this Agreement, as defined in Schedule(s) "B", attached hereto and made a part hereof, all subject to audit.

**Item III—Overhead Allowance** based on agreed upon overhead during the term of this Agreement, as set forth in Schedule “C”, which is attached hereto and made a part hereof.

**Item IV—Fixed Fee**—A negotiated lump sum fee, which in this Agreement shall equal \$66,178.50. This Fixed Fee is not subject to audit, and is not subject to review or modification unless the SPONSOR determines that such review or modification is justifiable and advisable.

A summary of the monies due the CONSULTANT under Items I, II, III, and IV is set forth in Schedule(s) “B”.

**Item V**—In the event of any claims being made or actions being brought against the Project, the CONSULTANT agrees to render assistance to the SPONSOR in responding to the claim or action. Such assistance, and the costs associated therewith, shall be an Additional Service as described in Article 11 hereof.

- B. Partial Payments**—The CONSULTANT shall be paid in monthly progress payments based on actual allowable costs incurred during the month in accordance with Section “A” of this Article. Monthly invoices shall clearly identify the costs of the services performed. A percentage of the Fixed Fee described in Section “A”, Item IV, of this Article shall be paid with each monthly progress payment. The percentage to be used in calculating the monthly payment under Section “A”, Item IV, shall equal the ratio of the costs expended during the billing period to the maximum amount payable (exclusive of Fixed Fee) allocated to fulfill the terms of this Agreement as established herein.

Accounts of the CONSULTANT shall clearly identify the costs of the services performed under this Agreement and may be subject to periodic and final audit by the SPONSOR, the New York State Department of Transportation (NYSDOT), and the Federal Aviation Administration (FAA). Such an audit shall not be a condition for making partial payments.

- C. Final Payment**—Payment of the final invoice shall be made upon completion and acceptance of the Project by the SPONSOR, the NYSDOT, and the FAA.

The maximum amount payable under this Agreement, including the CONSULTANT’s Fixed Fee, shall be \$1,275,500.00 unless there is a substantial change in the scope, complexity or character of the Basic Services.

Execution of this Agreement by the SPONSOR and the CONSULTANT constitutes the SPONSOR’s written authorization to the CONSULTANT to proceed as of the above-written date with the performance of Basic Services as set forth in Schedule(s) “A”. The estimated time for completion of the Basic Services under this Agreement, subject to the provisions of the following paragraph and of Articles 12, 13, and 23 hereof, shall be as recorded in Schedule(s) “A”.

If the SPONSOR fails to make any payment due the CONSULTANT for services and expenses within forty-five (45) days after receipt of the CONSULTANT’s invoice therefor, then the amounts due the CONSULTANT shall be increased at the rate of 1.5% per month from said forty-fifth (45<sup>th</sup>) day. Payments will be credited first to principal and then to interest. Additionally, the CONSULTANT may, after giving seven (7) days’ notice to the SPONSOR, suspend services under this Agreement until the invoice is paid. Upon payment in full by the SPONSOR, the CONSULTANT shall resume performance or furnishing of services under this Agreement, and the time schedule set forth in Schedule(s) “A” and compensation set forth in Schedule(s) “B” hereto shall be equitably adjusted to compensate for the period of suspension.

### ARTICLE 3—STANDARD OF CARE, STANDARD PRACTICES, AND REQUIREMENTS

The standard of care for all engineering and related services performed or furnished by the CONSULTANT under this Agreement shall be the care and skill ordinarily used by members of the CONSULTANT's profession practicing under similar conditions at the same time and in the same locality. Before beginning to perform or furnish any service hereunder, the CONSULTANT shall ascertain the standard practices of the SPONSOR, the New York State Department of Transportation (the "NYSDOT"), and the Federal Aviation Administration (the "FAA"), if any, for projects of a type similar to this Project. Where the CONSULTANT deems it practicable to do so, the services to be provided or furnished under this Agreement shall be performed in accordance with these standard practices as long as they are consistent with the standard of care. If any of these standard practices are inconsistent with the CONSULTANT's standard of care or are in conflict with one another, or if strict adherence to the same is impossible or undesirable, then the CONSULTANT's services may vary or deviate from such standards.

### ARTICLE 4—ENTIRE AGREEMENT

This Agreement, with its accompanying Schedule or Schedules, constitutes the entire agreement between the SPONSOR and the CONSULTANT with respect to its subject matter, and supersedes any prior agreement, whether written or verbal, with respect to that subject matter. This Agreement may be amended or modified only by written instrument signed by the SPONSOR and the CONSULTANT.

### ARTICLE 5—TAXES, ROYALTIES, AND EXPENSES

The CONSULTANT shall pay all taxes, royalties, and expenses incurred by the CONSULTANT in connection with performing its services under this Agreement, unless otherwise provided in Article 2.

### ARTICLE 6—CONSULTANT LIABILITY

To the fullest extent permitted by law, the CONSULTANT shall indemnify the SPONSOR against, and hold it harmless from, any suit, action, actual damage, and cost resulting solely from the negligent performance of services or omission of the CONSULTANT under this Agreement, up to the limits of any available insurance. Negligent performance of services, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the services performed hereunder.

Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the CONSULTANT or the SPONSOR beyond such as may legally exist irrespective of this Article or this Agreement.

### ARTICLE 7—LABOR LAW REQUIREMENTS

The CONSULTANT, and any subconsultant or subcontractor retained by it in connection with the performance or furnishing of services under this Agreement, shall comply with the requirements of state or federal statutes, regulations, or orders applicable to the employment of employees, as set forth in Schedules "H" and "T", which are attached hereto and made a part hereof.

The SPONSOR recognizes that the CONSULTANT will be required by the New York State Department of Labor

(the "NYSDOL") to compensate its personnel performing field survey work in accordance with applicable state wage rates in effect at the same time services are performed. The SPONSOR understands that the CONSULTANT has no control over these labor rates and their periodic increases. Therefore, the SPONSOR agrees to compensate the CONSULTANT for field survey services included as a part of this Agreement in accordance with the NYSDOL Prevailing Rate Schedule, which is incorporated by reference into this Agreement. Furthermore, the SPONSOR shall compensate the CONSULTANT for all increases in labor costs, including applicable overhead and profit, when those increases occur by direction of the NYSDOL. Billings for, and payments by the SPONSOR of, these increases will take place routinely in accordance with the appropriate terms of this Agreement and these increases will be paid as an additional cost over and above the agreed amount.

#### ARTICLE 8—NONDISCRIMINATION PROVISIONS

During the performance of its services under this Agreement, the CONSULTANT, and any subconsultant, subcontractor, or vendor retained by it, shall comply with the nondiscrimination requirements set forth in Schedules "H" and "I" hereto, as applicable to this Project.

The CONSULTANT will include the provisions of Schedules "H" and "I" in every subconsultant agreement, subcontract, or purchase order in such a manner that such provisions will be binding upon each subconsultant, subcontractor, or vendor as to operations to be performed within the State of New York. The CONSULTANT will take such action in enforcing such provisions of such subconsultant agreement, subcontract, or purchase order as the SPONSOR may direct, including sanctions or remedies for non-compliance. If the CONSULTANT becomes involved in or is threatened with litigation by a subconsultant, subcontractor, or vendor as a result of such direction by the SPONSOR, the CONSULTANT shall promptly so notify the SPONSOR's legal counsel, requesting such counsel to intervene and protect the interests of the SPONSOR.

#### ARTICLE 9—WORKER'S COMPENSATION AND LIABILITY INSURANCE

The CONSULTANT agrees to procure and maintain at his own expense and without direct expense to the SPONSOR, until final acceptance by the SPONSOR of the services covered by this Agreement, insurance of the kinds and in the amounts hereafter provided in insurance companies authorized to do business in New York State, covering all operations under the Agreement, whether performed by it or by Subcontractors.

A.

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Consultant hereby agrees to effectuate the naming of Warren County, the Federal Aviation Administration, New York State, the Commissioner and all employees or other representatives of each of them, both officially and personally, as additional insureds on the Consultant's insurance policies, with the exception of workers' compensation and professional liability.
- II. The policy naming Warren County, the Federal Aviation Administration, New York State, the Commissioner and all employees or other representatives of each of them, both officially and personally, as an unrestricted additional insured shall;
  - a.) be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer;
  - b.) contain a 30 day notice of cancellation;
  - c.) state that the organization's coverage shall be primary coverage for the aforementioned entities, their Boards, employees and volunteers;

- d.) cover or insure against the acts or omissions of subcontractors; and
  - e.) cover all work and/or operations of the Consultant and any subcontractor under the agreement.
- III. The Consultant agrees to indemnify Warren County, the Federal Aviation Administration, New York State, the Commissioner and all employees or other representatives of each of them for any applicable deductibles.
- IV. Required Insurance
- a.) **Commercial General Liability Insurance**  
\$1,000,000 per occurrence/\$2,000,000 aggregate.
  - b.) **Automobile Liability**  
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
  - c.) **Workers' Compensation**  
Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
  - d.) **Professional Errors and Omissions Insurance**  
\$5,000,000 per occurrence/\$5,000,000 aggregate for the negligent professional acts of the Consultant.
  - e.) **Excess/Umbrella Liability Insurance**  
\$5,000,000 per occurrence and \$5,000,000 aggregate
- V. Consultant acknowledges that failure to obtain such insurance on behalf of Warren County and others named above constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to Warren County with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or performance of services. The failure of Warren County to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by Warren County or any of the other entities described in paragraph "II" hereof.

B. SPONSOR'S Contractors Protective Liability

The SPONSOR, if it so elects, shall procure a Protective Liability Policy either directly or through the CONSULTANT covering the liability of the Municipal Corporation, the Federal Aviation Administration, the State, the Commissioner and all employees or other representatives of each of them, both officially and personally with respect to all operations under the Agreement including omissions and supervisory acts of the Municipal Corporation, the Federal Aviation Administration, the State, the Commissioner and their employees or other representatives. Policies of bodily injury liability and property damage liability insurance, each with limits of liability of not less than one million dollars (\$1,000,000.00) for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one (1) person in any one (1) accident and subject to that limit for each person; not less than two million dollars (\$2,000,000.00) for all damages arising out of bodily injury, including death at any time resulting therefrom, sustained by two (2) or more persons in any one (1) accident, and not less than one million dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property in any one (1) accident and subject to this limit per accident not less than two million dollars (\$2,000,000.00) for all damages arising out of injury to or destruction of property during the policy period; or in other amounts as determined by the SPONSOR. SPONSOR shall notify CONSULTANT

if it desires CONSULTANT to procure said policy on its behalf.

#### ARTICLE 10—ASSIGNMENT REQUIREMENTS

The CONSULTANT specifically agrees that:

- A. It is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement or of its right, title, or interest herein, or its power to execute this Agreement, to any other person, company, or corporation without the previous consent in writing of the SPONSOR, the Commissioner of the NYSDOT, and the FAA.
- B. If this provision of the Agreement is violated, the SPONSOR may terminate this Agreement for cause in accordance with the provisions of Article 12. Furthermore, the SPONSOR shall be relieved from any liability and obligation hereunder to the person, company, or corporation to whom the CONSULTANT shall assign, transfer, convey, sublet, or otherwise dispose of this Agreement in violation of the foregoing paragraph (A), and such transferee shall forfeit and lose all monies assigned to it under this Agreement, except so much as may be required to pay its employees.

#### ARTICLE 11—ADDITIONAL SERVICES

If authorized in writing by the SPONSOR through a Supplemental Agreement, the CONSULTANT shall furnish or obtain from others any service that is beyond the scope of Schedule(s) "A" ("Additional Services"). The scope, and time for performance, and payment from the SPONSOR to the CONSULTANT for, any Additional Services (which shall be on the basis set forth in Schedule(s) "B") shall be set forth in such Supplemental Agreement.

#### ARTICLE 12—ABANDONMENT OR AMENDMENT OF PROJECT AND TERMINATION

- A. **ABANDONMENT OR AMENDMENT OF THE PROJECT**—The SPONSOR shall have the absolute right to abandon or to amend its Project or to change the general basis of performance at any time, and such action on its part shall in no event be deemed a breach of this Agreement. If the SPONSOR amends its Project or changes the general basis thereof, and the CONSULTANT is of the opinion that Additional Services are made necessary thereby, then the provisions of Article 11 of this Agreement with respect to Additional Services shall apply. If the SPONSOR abandons the Project, then the provisions of paragraph B(1)(b) below shall govern payment to the CONSULTANT.
- B. **TERMINATION**  
The obligation to provide further services under this Agreement may be terminated:
  - 1. **For Cause:**

- a. By either party upon thirty (30) days' prior written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as the result of such substantial failure if the party receiving notice begins, within seven (7) days after receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within thirty (30) days of such receipt; provided that, if and to the extent that such substantial failure cannot reasonably be cured within such thirty (30)-day period, and if the party has diligently attempted to cure the failure and thereafter continues diligently to cure the problem, then the cure period may, in the discretion of the terminating party, be extended to sixty (60) days after the receipt of notice.
  - b. By the CONSULTANT upon seven (7) days' written notice if (a) the CONSULTANT believes that it is being requested by the SPONSOR to perform or furnish services contrary to or in conflict with the CONSULTANT's responsibilities as a licensed design professional or the standard of care set forth in Article 3 hereof; or (b) the CONSULTANT's services are delayed or suspended for more than ninety (90) days, consecutively or in the aggregate, for reasons beyond the CONSULTANT's control; or (c) the SPONSOR has abandoned, or is considered to have abandoned, the Project.
2. For convenience by the SPONSOR, effective upon the receipt of notice by the CONSULTANT.

C. PAYMENTS UPON TERMINATION

1. For Cause:

- a. By the SPONSOR: If the SPONSOR terminates this Agreement for cause upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed by or furnished through the CONSULTANT and its subconsultants, subcontractors, and vendors through the completion of such phase shall constitute total payment for such services. If the SPONSOR terminates this Agreement for cause during any phase of Basic Services, the CONSULTANT will also be paid for such services performed or furnished in accordance with this Agreement by the CONSULTANT during that phase through the date of termination on the basis specified in Schedule(s) "B". The CONSULTANT will also be paid for the charges of its subconsultants, subcontractors, or vendors who performed or furnished Basic Services to the extent that such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. The SPONSOR shall also pay the CONSULTANT for all unpaid Additional Services and unpaid Reimbursable Expenses.
- b. By the CONSULTANT: If the CONSULTANT terminates this Agreement for cause upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed or furnished by the CONSULTANT and its subconsultants, subcontractors, or vendors through the completion of such phase shall constitute total payment for such services. The CONSULTANT shall also be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, as well as for the CONSULTANT's reasonable expenses directly attributable to termination in accordance with the rates for Additional Services set forth in Schedule(s) "B" hereto measured from the date of termination, including fair and reasonable sums for overhead and profit and the costs of terminating the CONSULTANT's contracts with its subconsultants, subcontractors, or vendors.

2. For convenience

If the SPONSOR terminates this Agreement for convenience upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed by or furnished through the CONSULTANT through the completion of such phase shall constitute total payment for such services. If the SPONSOR terminates this Agreement for convenience during any phase of Basic Services, the CONSULTANT will also be paid for such

services performed or furnished in accordance with this Agreement by the CONSULTANT during that phase through the date of termination on the basis specified in Schedule(s) "B". Additionally, the CONSULTANT will be paid for the charges of its subconsultants, subcontractors, or vendors who performed or furnished Basic Services through the effective date of termination. The SPONSOR shall also pay the CONSULTANT for all unpaid Additional Services and unpaid Reimbursable Expenses, as well as for the CONSULTANT's reasonable expenses directly attributable to termination in accordance with the rates for Additional Services set forth in Schedule(s) "B" measured from the date of termination, including fair and reasonable sums for overhead and profit and the costs of terminating the CONSULTANT's contracts with its subconsultants, subcontractors, or vendors.

#### ARTICLE 13—SUSPENSION OF SERVICES

If the CONSULTANT's services hereunder are delayed or suspended, in whole or in part, by the SPONSOR for more than thirty (30) calendar days, consecutively or in the aggregate, through no fault of the CONSULTANT, then the CONSULTANT shall be entitled to equitable adjustments of rates and amounts of compensation to reflect, among other things, reasonable costs incurred by the CONSULTANT in connection with the delay or suspension and reactivation and the fact that the time for performance of the CONSULTANT's services hereunder has been revised. If the delay or suspension persists for more than ninety (90) days, consecutively or in the aggregate, then the CONSULTANT may consider the Project to have been abandoned by the SPONSOR and may terminate this Agreement for cause.

Upon the SPONSOR's resumption of its Project, and if the CONSULTANT has not terminated this Agreement for cause, the CONSULTANT shall resume its services under this Agreement until the services are completed and accepted, subject to any adjustment in the rates set forth in Schedule(s) "B" because of the passage of time.

#### ARTICLE 14—INTERCHANGE OF DATA

During the performance of this Agreement, all technical data in regard to the Project whether (a) existing in the office of the SPONSOR or (b) existing in the office of the CONSULTANT, shall be made available to the other party to this Agreement without expense to such other party.

#### ARTICLE 15—DISPOSITION OF PROJECT DOCUMENTS

At the time of completion of its services and upon payment in full therefor, the CONSULTANT shall make available to the SPONSOR copies of documents prepared as the result of this Agreement. These documents shall then become the property of the SPONSOR and the maintenance of the data therein shall be the sole responsibility of the SPONSOR. Any reuse of the documents by the SPONSOR or others on extensions of the Project, or on any other project, without written verification or adaptation by the CONSULTANT and its subconsultants, subcontractors, or vendors, as appropriate, for the specific purpose intended will be at the SPONSOR's sole risk and expense and without liability or legal exposure to the CONSULTANT or its subconsultants, subcontractors, or vendors. The SPONSOR shall indemnify the CONSULTANT, its subconsultants, subcontractors, and vendors against, and hold them harmless from, all claims, damages, losses, and expenses (including reasonable expert and attorneys' fees) arising out of or resulting from such reuse.

In the event that this Agreement is terminated for any reason, then within ten (10) days after such termination, the CONSULTANT shall make available to the SPONSOR all data and material prepared under this Agreement, including cover sheets, in accordance with and subject to the terms of the above paragraphs.

#### ARTICLE 16—CODE OF ETHICS

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if any service under this Agreement is in conflict with the provisions of Section 74 of the New York State Public Officers' Law, as amended, and Schedule "G", which is attached hereto and made a part hereof.

#### ARTICLE 17—INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with its status as an independent contractor, shall conduct itself consistent with such status; shall neither hold itself out as nor claim to be an officer or employee of the SPONSOR by reason hereof; and shall not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the SPONSOR, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

#### ARTICLE 18—PATENT RIGHTS AND COPYRIGHTS

Any patentable result arising out of this Agreement, as well as all information, designs, specifications, know-how, data, and findings, shall be made available without cost to the State of New York or its licensees and the FAA for public use. No material prepared in connection with this Project shall be subject to copyright. The State and the FAA shall have the right to publish, distribute, disclose, or otherwise use any material prepared under this Project, subject to the provisions of Article 15 hereof.

#### ARTICLE 19—NEW YORK STATE PARTICIPATION

The services to be performed in this Agreement are included in a NYSDOT Project, which is being undertaken and accomplished by the SPONSOR and the State of New York and pursuant to which the State of New York has agreed to pay a certain percentage of the allowable Project costs. The State of New York is not a party to this Agreement and no reference in this Agreement to the Commissioner of Transportation or any representative thereof, or to any rights granted to the Commissioner of Transportation or any representative thereof or the State of New York by the Agreement, makes the State of New York a party to this Agreement.

The CONSULTANT and the SPONSOR agree that properly authorized officials of the State of New York may from time to time inspect all Project documents for the purpose of insuring compliance with New York State laws and protecting the interests of the State of New York.

#### ARTICLE 20-FEDERAL PARTICIPATION

The FAA is not a party to this Agreement, although the Project work program covered by this Agreement may be financially aided in part by a Grant Agreement between the SPONSOR and the FAA. The SPONSOR and the CONSULTANT hereby agree to comply fully with the conditions set forth in detail in the Grant Agreement as though they were set forth in detail in this Agreement, including the requirements set forth in Schedules "F", "G", and "H" hereto. The CONSULTANT further agrees that, by reason of complying with the conditions of the Grant Agreement, no obligation is entailed on the part of the FAA to the CONSULTANT.

The CONSULTANT and the SPONSOR agree that properly authorized officials of the FAA may from time to time inspect all Project documents for the purpose of insuring compliance with Federal laws and protecting the interests of the FAA.

ARTICLE 21—MISCELLANEOUS

- A. The CONSULTANT shall require all persons employed to perform services hereunder, including its subconsultants or subcontractors, vendors, agents, officers, and employees, to comply with applicable laws in the jurisdiction in which the Project is located.
- B. If any provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
- C. By execution of this Agreement, the CONSULTANT represents that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining any approval of this Agreement.
- D. Any notice required under this Agreement shall be in writing, addressed to the appropriate party at the address set forth above, and shall be given personally; by registered or certified first-class mail, postage prepaid and return receipt requested; by facsimile transmission, with confirmation of receipt; or by a nationally-recognized overnight courier service, with proof of receipt. Notice shall be effective upon the date of receipt. For purposes of this Agreement, failure or refusal to accept receipt shall constitute receipt nonetheless. Either party may change its address for notice by giving notice to the other in accordance with the terms of this paragraph.
- E. This Agreement, and the interpretation and enforcement of the provisions hereof, is governed by the laws of the State of New York.
- F. SPONSOR acknowledges that:
  - CONSULTANT is not recommending any action to SPONSOR or other obligated person hereunder that would cause CONSULTANT to be considered a municipal advisor for purposes of the Securities and Exchange Commission Registration of Municipal Advisors Rule, 78 Fed. Reg. 67468 (2013);
  - CONSULTANT does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 (15 U.S.C. 78o-4) to SPONSOR or other obligated person with respect to the information and material contained in this Agreement or any Project deliverable; and
  - SPONSOR or other obligated person should discuss any information and material contained in this Agreement or Project deliverable with any and all internal or external advisors and experts that SPONSOR or other obligated person deems appropriate before acting on this information or material.

ARTICLE 22— SUBCONSULTANTS/SUBCONTRACTORS AND VENDORS

All subconsultants and subcontractors performing services for or work on this Project shall be bound by the same required provisions of this Agreement as is the CONSULTANT. As set forth above, all agreements between the CONSULTANT and a subconsultant, subcontractor, or vendor shall include all standard required contract provisions, and such agreements shall be subject to review by the NYSDOT and the FAA.

ARTICLE 23 — FORCE MAJEURE

Any delay in or failure of performance of any party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and to the extent such delay or failure is caused by occurrences or events beyond the control of the party affected, including, but not limited to, acts of God; expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment; loss of utility services; blizzard; flood; fire; labor unrest; strikes; war; riot; or any cause the party is unable to prevent with reasonable diligence. A party who is prevented from performing for any reason shall immediately notify the other in writing of the reason for the nonperformance and the anticipated extent of any delay. Additionally, if the delay resulting from any of the foregoing increases the cost of or time required by CONSULTANT to perform its services hereunder in an orderly and efficient manner, then CONSULTANT shall be entitled to an equitable adjustment in schedule and/or compensation.

ARTICLE 24 — COMPLIANCE WITH EXECUTIVE ORDER #38

The Consultant is hereby advised of the existence of New York State Executive Order #38. If the Consultant is a covered provider under Executive Order #38, Consultant may be subject to certain financial reporting obligations with New York State under Executive Order #38 and regulations promulgated thereunder. Information about Executive Order # 38 can be obtained at <http://executiveorder38.ny.gov>.”

IN WITNESS WHEREOF, this Agreement has been executed by the SPONSOR, acting by and through the Chairman of the Board of Supervisors, who has caused the seal of his or her office to be affixed hereto, and by the CONSULTANT, acting by and through a duly-authorized officer, effective the day and year first above-written, subject to the approval of the Commissioner of the NYSDOT, the State Comptroller, and the FAA.

**SPONSOR**

Warren County

**CONSULTANT**

C&S Engineers, Inc.

By: \_\_\_\_\_  
Ronald F. Conover

By: \_\_\_\_\_  
Kirsten Cerro, P.E.

Title: Chairman, Board of Supervisors

Title: Department Manager-Aviation Group

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Warren County Attorney



**ARCHITECTURAL/ENGINEERING  
COST SUMMARY  
SCHEDULE "B"  
EA PHASE IV**

PROJECT NAME: Runway 1-19 Extension  
 PROJ DESCRIPTION 1,000' Extension off Runway 1 end  
 Environmental Assessment - Phase IV (Incl. Preliminary Design)  
 CLIENT: Warren County  
 CLIENT MANAGER: Kevin Hajos

DATE: 08-May-18  
 A/E: C & S ENGINEERS, INC.  
 PROJECT NO: 107.035.003  
 C&S CONTACT: C. Brubach

**I. ESTIMATE OF DIRECT SALARY COSTS:**

	TITLE	MAXIMUM RATE OF PAY (\$/HR)	AVERAGE RATE OF PAY (\$/HR)	@	ESTIMATED HOURS		ESTIMATED COST
A.	SERVICE GROUP/ASSOCIATE MANAGER	\$86.50	\$82.20	X	0	=	\$0.00
B.	DEPARTMENT MANAGER	\$71.40	\$64.80	X	18	=	\$1,166.00
C.	MANAGING ENGINEER	\$63.90	\$56.10	X	366	=	\$20,533.00
D.	CHIEF/PRINCIPAL ENGINEER	\$60.60	\$56.50	X	180	=	\$10,170.00
E.	SENIOR PROJECT ENGINEER	\$54.60	\$47.30	X	427	=	\$20,197.00
F.	PROJECT ENGINEER / ENV SCIENTIST	\$44.40	\$39.80	X	0	=	\$0.00
G.	ENGINEER	\$40.40	\$33.30	X	234	=	\$7,792.00
H.	STAFF ENGINEER	\$31.90	\$27.90	X	40	=	\$1,116.00
I.	SENIOR DESIGNER	\$42.70	\$39.40	X	236	=	\$9,298.00
J.	DESIGNER	\$32.40	\$27.60	X	0	=	\$0.00
K.	CADD OPERATOR/DESIGN TECHNICIAN	\$31.40	\$28.40	X	80	=	\$2,272.00
L.	ADMINISTRATIVE ASSISTANT	\$28.20	\$24.50	X	136	=	\$3,332.00
M.	INTERN	\$19.50	\$16.30	X	0	=	\$0.00
N.	GRANTS ADMINISTRATOR	\$34.40	\$32.80	X	60	=	\$1,968.00
O.	ASSISTANT GRANTS ADMINISTRATOR	\$27.80	\$26.50	X	60	=	\$1,590.00
P.	MANAGING PLANNER	\$58.70	\$55.90	X	0	=	\$0.00
Q.	SENIOR PROJECT PLANNER	\$50.60	\$48.20	X	1344	=	\$64,781.00
R.	PLANNER	\$33.60	\$31.10	X	584	=	\$18,162.00
S.	STAFF PLANNER	\$30.60	\$28.40	X	0	=	\$0.00
T.	SENIOR/MANAGING ARCHITECT	\$55.50	\$54.50	X	0	=	\$0.00
U.	SENIOR GIS ANALYST	\$35.20	\$33.60	X	160	=	\$5,376.00
V.	GEOLOGIST	\$34.60	\$33.00	X	0	=	\$0.00
W.	ENVIRONMENTAL SCIENTIST	\$32.40	\$30.30	X	0	=	\$0.00
<b>TOTAL ESTIMATED DIRECT SALARY COST:</b>							<b>\$167,753.00</b>

**II. OVERHEAD EXPENSES & PAYROLL BURDEN PER SCHEDULE "C" -**  
 (AGREED OVERHEAD EXPRESSED AS A PERCENTAGE  
 OF DIRECT SALARY COST):

163.00% \$273,437.00

**III. SUBTOTAL OF ITEMS I & II:**

\$441,190.00

**IV. ESTIMATE OF DIRECT EXPENSES:**

A.	TRAVEL, BY AUTO:						
		12 TRIPS @	340 MILES/TRIP @	\$0.545	=	\$2,223.60	
		1 TRIPS @	618 MILES/TRIP @	\$0.545	=	\$336.81	
B.	PER DIEM:						
		6 DAYS @	2 PERSONS @	\$223.00	=	\$2,676.00	
C.	LEGAL STENOGRAPHER:				=	\$2,000.00	
D.	MISCELLANEOUS:				=	<u>\$1,395.09</u>	

TOTAL ESTIMATE OF DIRECT EXPENSES:

\$8,631.50

V. FIXED FEE (PROFIT, LUMP SUM):

A.	LABOR PLUS OVERHEAD:	15%	(OF III.)	\$66,178.50
B.	DIRECT EXPENSES:	0%	(OF IV.)	<u>\$0.00</u>
TOTAL FIXED FEE:				\$66,178.50

VI. SUBCONTRACTS:

A.	TOPOGRAPHICAL SURVEYS AND SUBMITTAL OF AGIS DESIGN DATA:	\$20,000.00
B.	GEOTECHNICAL ANALYSIS AND REPORT:	\$15,000.00
C.	WETLAND MITIGATION DESIGN AND PERMITTING:	\$425,000.00
D.	ACOUSTIC SURVEY:	\$15,000.00
E.	HYDROLOGY ANALYSIS (SURFACE AND SUBSURFACE):	\$225,000.00
F.	ILS GS MATH MODELING:	\$25,000.00
G.	SUBSURFACE INVESTIGATION & TESTS:	

1	MOBILIZATION/DEMOBILIZATION:	1	LUMP SUM	\$3,500.00	=	\$3,500.00
2	UTILITY LOCATOR:	1	LUMP SUM	\$4,100.00	=	\$4,100.00
3	FIELD GEOLOGIST/ SOIL TECH:	1	LUMP SUM	\$2,970.00	=	\$2,970.00
4	UNCONFINED COMPRESSION TEST:	4	EACH @	\$125.00	=	\$500.00
5	CONTINUOUS SAMPLING:	70	L.F. @	\$38.00	=	\$2,660.00
6	OBSERVATION WELL:	30	L.F. @	\$15.00	=	\$450.00
7	TEST PITS:	6	EACH @	\$375.00	=	\$2,250.00
8	VOID RATIO TEST:	4	EACH @	\$60.00	=	\$240.00
9	FIELD DENSITY & MOISTURE TESTS:	6	EACH @	\$175.00	=	\$1,050.00
10	MECHANICAL ANALYSIS:	20	EACH @	\$75.00	=	\$1,500.00
11	CONSOLIDATION TEST:	2	EACH @	\$350.00	=	\$700.00
12	ROCK PROBE:	335	L.F. @	\$30.00	=	\$10,050.00
13	SHELBY TUBE SAMPLE:	3	EACH @	\$175.00	=	\$525.00
14	ROCK CORE:	40	L.F. @	\$75.00	=	\$3,000.00
15	ATTERBERG LIMITS:	10	EACH @	\$60.00	=	\$600.00
16	NATURAL MOISTURE CONTENT:	31	EACH @	\$5.00	=	\$155.00
17	ROCK CORE COMPRESSION TEST:	2	EACH @	\$125.00	=	\$250.00

TOTAL ESTIMATED SUBSURFACE INVESTIGATION & TESTS:

\$34,500.00

TOTAL SUBCONTRACT FEE:

\$759,500.00

VII. TOTALS:

A.	MAXIMUM TOTAL COST FOR ENGINEERING SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE:	\$1,275,500.00
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*RESOLUTION REQUEST FORM NO. 20*

*MISCELLANEOUS*

*\*Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.  
Please attach any backup information available and be as detailed as possible.*

DEPARTMENT NAME: DPW

DATE: November 20, 2018

- (a) Purpose of Request: Rescind Resolution 257 of 2018
- (b) Details: 257 of 2018 established a Capital Project H381 for the Airport Marketing and Promotion of the Floyd Bennett Memorial Airport Grant from NYSDOT.

Through the treasurer's office, a Capital Project was not necessary; a budget amendment was all that was required.

- (c) Previous Resolution Number: 287 of 2018

# Warren County Board of Supervisors

## RESOLUTION NO. 257 OF 2018

RESOLUTION INTRODUCED BY SUPERVISORS SOKOL, SIMPSON, MERLINO, DICKINSON, STROUGH, BEATY, FRASIER, MCDEVITT, GERAGHTY, BRAYMER AND HYDE

ESTABLISHING CAPITAL PROJECT NO. H381 AIRPORT MARKETING AND PROMOTION OF FLOYD BENNETT MEMORIAL AIRPORT; AUTHORIZING TRANSFER OF FUNDS AND AMENDING WARREN COUNTY BUDGET FOR 2018

RESOLVED, that the Warren County Board of Supervisors does hereby establish Capital Project No. H381 Airport Marketing and Promotion of Floyd Bennett Memorial Airport, as follows:

1. Capital Project No. H381 Airport Marketing and Promotion of Floyd Bennett Memorial Airport is hereby established.

2. The estimated cost of such Capital Project is the amount of Forty Thousand Dollars (\$40,000).

3. The proposed method of financing such Capital Project consists of the following:

- a. Funding in the amount of Forty Thousand Dollars (\$40,000) shall be provided from a New York State Department of Transportation Grant

and be it further

RESOLVED, that the Warren County Budget for 2018 be, and hereby is, amended accordingly, and be it further

RESOLVED, that the Warren County Board of Supervisors hereby authorizes and approves the County Treasurer to transfer the funds from the General Fund in the amount indicated below on an as needed basis:

TRANSFER TO	AMOUNT
H381 Airport Marketing and Promotion of Floyd Bennett Memorial Airport	\$40,000.00

*RESOLUTION REQUEST FORM NO. 7*

*Request to Amend County Budget\**

*\*If this is the result of a grant award, also complete and submit Form No. 5 or 6*

DEPARTMENT NAME: County Facilities - Airport

DATE: November 20, 2018

- (a) Purpose of Amendment: Funding of (Non-Construction) Airport Marketing and Promotion of Floyd Bennett Memorial Airport Grant from NYSDOT. Total State Aid Funding no Matching Share required.
- (b) Appropriation Code (with title), Object Code (with title) and Amount: A.5610 470, General, Airport (D.P.W.), Contracts, \$40,000.00.
- (c) Revenue Code (with title), and Amount: A.5610 3593, General, Airport (D.P.W.), Airport Marketing and Promotion, \$40,000.00.

GRANTEE: COUNTY OF WARREN  
PIN : 1903.95  
CONTRACT # : T037281

LEGISLATIVE INITIATIVE PROJECT AGREEMENT

Comptroller's Contract No. T037281

This Agreement, effective this 23<sup>rd</sup> day of October, 2017, is 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,

County of Warren (the "Grantee")  
acting by and through the County Executive  
with its office at : Lake George, NY

This Agreement identifies the party responsible for administration, establishes the method and provision for funding and implementation of a Legislative Initiative Project pursuant to appropriation as such project is more fully described by Schedule A 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: Airport Marketing and Promotion of Floyd Bennett Memorial Airport (as more specifically described in such Schedule A or supplemental Schedules A, the "Project").

WITNESSETH:

WHEREAS, the State Legislature by Chapter 55, section 1 of the Laws of 2000 has appropriated funds to NYSDOT for the provision of technical assistance to airports as part of the New York Statewide Opportunities for Airport Revitalization Program (NY SOAR's) and as such Project is more particularly described in Schedule A annexed hereto; and

WHEREAS, pursuant to authorizations therefor, NYSDOT and the Grantee are desirous of progressing the Project so appropriated; and

WHEREAS, the Grantee will administer the Project and seek reimbursement from NYSDOT of eligible Project costs pursuant to this Agreement; and

WHEREAS, the Legislative Body of the Grantee by Resolution No. 469/2016 adopted at meeting held on Nov 18, 2016, approved the Project and the terms and provisions of this Agreement and has further authorized the Chairman of the Board of the Grantee to execute this Agreement on behalf of Grantee (a copy of such Resolution is attached to and made a part of this Agreement); and

WHEREAS, the Grantee is not a sectarian institution,

NOW, THEREFORE, the parties do hereby agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following component parts:  
Agreement Form - this document titled "Legislative Initiative Project Agreement";  
Schedule "A" - Description of Project and its Funding;

**SCHEDULE A - Description of Project & its Funding (for Legislative Initiative "Member Item")**

Construction  Non-Construction (Check one)

OSC Contract Agreement #: T037281

Project Begin Date: 10/23/2017

Project Completion Date: 10/23/2020

Purpose:  MAIN (Original) Agreement SUPPLEMENTAL Schedule No. \_\_\_ Administrative Correction

Project Identification # (PIN): 1903.95

Budget Appropriation: Year: 2000-2001 / Chapter 55/1/2000; 55/1/01

Grantee/Local Sponsor Name	Address	County
COUNTY OF WARREN Vendor ID # 1000002438	1340 State Route 9 Lake George, NY 13662	Warren County

Complete all sections below if "Construction" Agreement; Complete A & B Only for "Non-Construction":

A. Project Description: Airport Marketing and Promotion of Floyd Bennett Memorial Airport

B. Describe Work Type or Services to be performed: Increase awareness of business opportunities at Floyd Bennett Memorial Airport, with a focus on development of available land. This is proposed to be achieved thru a market analysis to create a profile of the airport's existing market for development, creation of a conceptual development plan graphic & promotional brochure and use of social media as well as print media, promotional video and advertising.

C. Work Phase(s) included: P.E./Design ROW Incidentals .ROW Acquisition Construction, C/I, & C/S

D. Work Location:

E. Route # &/or BIN #:

Route &/or Bridge Name:

County:

F. Termini From:

To:

**SUMMARY OF ELIGIBLE COSTS COVERED UNDER THIS CONTRACT**

List Eligible PIN Fiscal Share(s) (e.g., 9-digit PINs)	TOTAL PARTICIPATING COSTS	FEDERAL PARTICIPATING AID @ ___ %	STATE * AID & SOURCE NAME	LOCAL MATCHING SHARE
1903.95.001	\$40,000	N/A	\$40,000 NY SOAR's	
<b>TOTAL ELIGIBLE COSTS:</b>	<b>\$40,000</b>	<b>N/A</b>	<b>\$40,000</b>	

\* Multiple work phase amounts listed as State Aid & Source Name are subject to interchange within Column total

**TOTAL PROJECT COSTS** (Include costs NOT under this contract, if any, with applicable Fund Source Name listed in "Footnote" section below for Information Purposes Only.)

TOTAL FEDERAL AID	TOTAL STATE AID	TOTAL LOCAL AID	TOTAL OTHER AID	TOTAL FUNDING (All Sources)
N/A	\$40,000	N/A	N/A	\$40,000

*RESOLUTION REQUEST FORM NO. 3*

*Request for New Contract*

DEPARTMENT NAME: DPW - Airport

DATE: November 20, 2018

- (a) Is this a Result of a Bid or Request for Proposal? N/A
  
- (b) Purpose of Contract: To render services related to the development and preparation of a brochure and program to market airport property suited for aeronautical and non-aeronautical development at the Floyd Bennett Memorial Airport.
  
- (c) Name of Contractor: McFarland Johnson
  
- (d) Address of Contractor: 49 Court Street, Binghamton, NY 13902
  
- (e) Contractor's Contact Person and Telephone Number: J. Festa (607) 723-9421
  
- (f) Has or will the Contract be provided, if so, please attach: Attached.
  
- (g) Commencement Date of Contract: Upon approval
  
- (h) Termination Date of Contract: Final Payment
  
- (i) Payment Provisions:
  - i) lump sum amount \$38,502
  - ii) hourly rate amount
  - iii) total amount not to exceed
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
  
- (j) Where are the Funds for this Contract? List Budget Code, (with title), Object Code (with title), and Amount: OR Capital Project OR Capital Reserve Project Number, and Title, and Amount: A 5610.470



**McFarland Johnson**  
*Innovative Solutions / Sustainable Results*

49 Court St., Metrocenter • PO Box 1980 • Binghamton, NY 13902  
Phone: 607-723-9421 • Fax: 607-723-4979  
www.mjinc.com

October 10, 2018

Mr. Don DeGraw, Airport Manager  
Floyd Bennett Memorial Airport  
443 Queensbury Ave., Suite 201  
Queensbury, NY 12804

RE: Floyd Bennett Memorial Airport Marketing Plan

Dear Mr. Degraw:

McFarland-Johnson, Inc. (hereinafter called "Engineer") proposes to render professional engineering services to Warren County, New York (hereinafter called "Client"), in connection with the following project.

A. PROJECT DESCRIPTION:

1. The project consists of preparation of an Airport Marketing Plan as described in attached Exhibit A, Scope of Work.
2. The Client is expected to furnish Engineer with full information as to Client's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available all pertinent existing data.
3. The Engineer's services will consist of preparation of a conceptual development plan and promotional brochure as further described in the following Exhibit A, Scope of Work, which is attached to this letter.

B. BASIC SCOPE OF SERVICES:

1. The project consists of review of existing documents to identify developable lands on airport property for aeronautical and non-aeronautical purposes.
2. Development of a marketing brochure describing the pertinent characteristics of the developable lands
3. The Engineer will also furnish such Additional Services as Client may request for an additional fee.

**EXHIBIT B**  
**Airport Marketing Plan**

Warren County

October 5, 2018



**McFarland Johnson**

**FEE SUMMARY**

	<b>DESIGN / PLANNING SERVICES</b>
1. DIRECT TECHNICAL LABOR	\$11,836.00
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 %	\$20,713.00
3. SUBTOTAL OF ITEMS 1 & 2	\$32,549.00
4. FIXED FEE / PROFIT	\$4,882.35
5. DIRECT EXPENSES	\$1,070.00
6. SUBCONSULTANT COSTS  Subconsultant 1 Name Subconsultant 2 Name	
7. SUBCONTRACT COSTS - (ESTIMATE )  Subcontractor 1 Name Geotechnical Services	
8. OVERTIME PREMIUM	
9. TOTAL FEE ESTIMATE	<b>\$38,501.35</b>

10. TOTAL FEE FOR ALL SERVICES

<b>\$38,502</b>
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NOTE: Authorized hours worked in excess of forty per week are subject to a premium time charge

# RESOLUTION REQUEST FORM NO. 20

## MISCELLANEOUS

*\*Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.  
Please attach any backup information available and be as detailed as possible.*

DEPARTMENT NAME: DPW - Airport

DATE: November 20, 2018

- (a) Purpose of Request: To grant the Superintendent of Public Works and the Airport Manager the authority to manage the (18) eighteen county owned hangars at the Floyd Bennett Memorial Airport for the purpose of maximizing airport revenue to the County and the ability to provide timely professional customer service to public.
  
- (b) Details: This authorization will allow the Superintendent of Public Works and Airport Manager to oversee the operations and maintenance of the (18) eighteen county owned hangars. This would include entering into lease agreements, in a form approved by the county attorney, with prospective tenants, setting and establishing monthly hangar rates, and the day to day decisions necessary to ensure the efficient operation of the county owned airport hangars. The Superintendent of Public Works and the Airport Manager shall keep the County Facilities Committee informed of any significant updates to the hangar rental operation and/or revenue reports.
  
- (c) Previous Resolution Number: N/A