

COUNTY FACILITIES COMMITTEE MEETING
AIRPORT AGENDA
October 25, 2022

Committee Members: BRUNO, Magowan, Thomas, Strough, Conover, Beaty and Diamond

I. Committee Meeting Call to Order by Chair

II. Approval of minutes of prior Committee Meeting

III. Privilege of the floor and public comment

IV. Action Agenda/New Business Items:

1. Request: Increase Capital Project
Rationale: Increase Capital Project H388 to reflect the funding agreement received from NYSDOT.
2. Request: New Contract
Rationale: New Contract with McFarland Johnson for the design, bidding, construction administration/inspection for Capital Project H388.
3. Request: Miscellaneous Resolution
Rationale: To fund Airport Repair & Maintenance of Bldg/Property with funding from Airport Reserve for the installation of gutters on Hangars in the amount of \$6,000
4. Request: Miscellaneous Resolution
Rationale: Authorize the closure of projects and return the funds to the source of funding.
5. Request: Transfer of Funds
Rationale: Transfer of Funds to cover overtime cost associated with Balloon Festival and remaining months of 2022

V. Discussion Items

1. Work Order Request Program
2. Fleet Car Request Program
3. Countryside Adult Home – Update
4. Abatement and Demolition of Jail - Update

VI. Referrals/Pending Items

VII. Privilege of the floor and public comment

VIII. Motion to Adjourn

Attachments

1. Resolution Request No. 9 – Increase Capital Project
2. Resolution Requestion No. 3 – New Contract
3. Resolution Request No. 20 – Miscellaneous
4. Resolution Request No. 20 – Miscellaneous
5. Resolution Request No. 10A – Transfer of Funds

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: County Facilities - Airport

DATE: 10/25/2022

- (a) Exact Title and Number of Project*: **Construct Airport T-Hangars H388**
- (b) Is this a Capital Project? **Yes**
- (c) Is this a Capital Reserve Project?
- (d) Amount of Increase (if applicable): **\$1,500,000**
- (e) Amount of Decrease (if applicable):
- (f) Source of Funding (if Increase) (including name & title of codes, etc.): **New York State Department of Transportation 2020 Aviation Capital Grant Program Project Identification Number 1903.97 (\$1,350,000). Local Match A9950 (\$150,000)**
- (g) Changes in Funding (if Amendment):
- (h) Purpose of Increase or Decrease or Amendment: **To enact Phase 2 of the project and construct additional 8 T-Hangars at the Floyd bennett Memorial Airport.**

JUN 13 2022

AVIATION BUREAU

Aviation Project Funding Agreement
SPONSOR: **County of Warren**
PIN: 1903.97
Comptroller's Contract No. K007474

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 County of Warren (the "Municipality/Sponsor") with its office at Warrensburg, 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 CONSTRUCT T-HANGAR - PHASE 2 at Floyd Bennett Memorial Airport (as more specifically described in Schedule A-1, or supplemental Schedule A's, the "Project").

WITNESSETH:

WHEREAS, Section 14-I 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. 165 of 2020 adopted at meeting held on May 12th 2020 approved the Project and the terms and provisions of this Agreement and has further authorized the Chairman of the Board of Supervisors 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

- 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.

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

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 executory 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

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.

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

County of Warren

Name: Robin Mapp
Title: Airport Manager
Address: 4028 Main Street Warrensburg New York
12885 **Telephone Number:** (518) 623-4141
Facsimile Number:
E-Mail Address: rmapp@warrencountydpw.com

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/statevendors> 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.

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

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

Assigned MWBE 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 MWBE or SDVOB requirements set forth in Appendix B, they must demonstrate Good Faith Efforts pursuant to 5 NYCRR §142.8.

27.1.5 *MWBE 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 (MWBE) 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 MWBE 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.

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

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: Kevin B. Geraghty

By: Robert Terwilliger

Print Name: Kevin B. Geraghty

Print Name: Robert Terwilliger

Title: Chair of the Board

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

On this 27th day of May, 2022 before me personally came Kevin Geraghty to me known, who, being by me duly sworn did depose and say that he/she resides at Warrensburg, NY; that he/she is the Chairman 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 Board of Supervisors of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on May 15, 2020 and which a certified copy is attached and made a part hereof, and that he/she signed his name thereto by like order.

ROBERT WILLIAM TERWILLIGER, ESQ.
Notary Public, State of New York
No. 02TE6157876
Qualified in Ulster County
Commission Expires 02/04/2023

Robert Terwilliger
Notary Public

APPROVED FOR NYSDOT:

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

By: Mi T...
For Commissioner of Transportation

By: _____
Assistant Attorney General

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.

COMPTROLLER'S APPROVAL:

APPROVED
DEPT. OF AUDIT & CONTROL

Aug 08 2022
Paul A. Bachman

FOR THE STATE COMPTROLLER

JUL 28 2022

Date: _____

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

Aviation Project Funding Agreement - Schedule A-1

OSC Contract # _K007474 _____

Project Commencement Date 10/18/21

Project Completion Date: 10/17/26

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

AGREEMENT COVERS (as shown in tables below):

Grant Agreement

PROJECT TYPE:

Capital Improvement

PROJECT IDENTIFICATION NUMBER: 1903.97

Warren County, Owner/Sponsor of the Floyd Bennett Memorial Airport (GFL) is seeking a grant through the New York State Department of Transportation 2020 Aviation Capital Grant Program for design and construction of the Construct T-Hangar Phase 2 project. The Airport currently has two existing T-Hangars in disrepair, and have exceeded their useful lifespan. The County is currently on track to install one 8-unit T-Hangar (Phase 1). This application is to install a second 8-unit T-Hangar. The project will include an increase of airport revenue, with in addition to another T-Hangar proposed for construction, will increase from \$40,000 per year to \$83,000 per year (+/-).

The sponsor attests that the above Project has a useful service life of 30 years.

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

Location: Floyd Bennett Memorial Airport

Owner/Operating and Maintenance Responsibility: County of Warren

Type of Airport Organization:

- 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		
\$1,350,000	\$150,000	0	\$1,500,000

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

Warren County Board of Supervisors

RESOLUTION NO. 165 OF 2020

RESOLUTION INTRODUCED BY SUPERVISORS BEATY, BRUNO, MAGOWAN, CONOVER, DIAMOND, HOGAN AND SEEBER

AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR THE AIRPORT T-HANGAR PHASE II PROJECT FOR THE WARREN COUNTY (FLOYD BENNETT MEMORIAL) AIRPORT

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chairman of the Board to execute and submit a grant application to the New York State Department of Transportation for the Airport T-Hangar Phase II Project for the Warren County (Floyd Bennett Memorial) Airport in an amount not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000), which includes a ten percent (10%) local share of One Hundred Fifty Thousand Dollars (\$150,000), with a term to be determined, and be it further

RESOLVED, that upon notification of the award of said grant funds, the Chairman of the Board of Supervisors be, and hereby is, authorized to execute the grant agreement and/or grant agreements and any and all other necessary documents relating to said agreement, in a form approved by the County Attorney.

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: County Facilities - Airport

DATE: 10/25/2022

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **To enter into a consultant agreement for all services related to the Construct T-Hangar Phase 2 Project at the Floyd Bennett Memorial Airport.**
- (c) Name of Contractor: **McFarland-Johnson, Inc.**
- (d) Address of Contractor: **49 Court Street, Suite 240, Binghamton, NY, 13901**
- (e) Contractor's Contact Person and Telephone Number: **Turner Bradford 518-245- 6663**
- (f) Has or will the Contract be provided, if so, please attach: **Draft Contract Attached**
- (g) Commencement Date of Contract: **Upon execution**
- (h) Termination Date of Contract: **up completion**
- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed **\$193,485**
 - 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, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: **H388 Construct Airport T-Hangers****

**Sample: A.1010 470 Legislative Board – Contract \$xx.xx
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx**

*as listed in budget and LOGOS



EXHIBIT A
SCOPE OF SERVICES

FOR

FLOYD BENNETT MEMORIAL AIRPORT
WARREN COUNTY, NEW YORK

ENGINEERING DESIGN, CONSTRUCTION ADMINISTRATION, AND
CONSTRUCTION OBSERVATION SERVICES

FOR

CONSTRUCT T-HANGAR – PHASE 2

PROJECT DESCRIPTION

The project consists of the design of a new six (6) unit T-Hangar building (Phase 2 Hangar), with an add alternate for an additional 2 units. The proposed Phase 2 Hangar is to be located adjacent to the 8-unit T-hangar on the apron near Runway 30 (Phase 1 Hangar), as shown on the attached sketch 1. The building will be a pre-engineered metal building. The project will include electrical work to extend the electrical service from the Phase 1 Hangar to the proposed hangar and install lights and outlets. The project will include grading of apron immediately adjacent to the hangar to ensure positive drainage. Construction documents for this project will be prepared in a Base Bid with Add-Alternate format. The Base Bid will include the 6-unit T-hangar. The Add-Alternate will include an additional 2-units.

The project will be funded by Warren County (SPONSOR) with grant assistance from the New York State Department of Transportation (NYSDOT) at funding levels of 90% NYSDOT and 10% SPONSOR. The grant offer from NYSDOT (Aviation Project Funding Agreement, included as Exhibit E), includes an MBE participation goal of 20%, WBE participation goal of 9%, and SDVOB participation goal of 6%.

The building design will be performed under the direction and supervision of a Registered Professional Engineer, licensed in the State of New York. The design will conform to the Americans with Disability Act (ADA), New York State Fire Protection and Building Code, and local codes. The project will be prepared for public bidding in accordance with New York State Municipal Law.

SCOPE OF WORK

McFarland-Johnson, Inc. (CONSULTANT) shall provide the following professional services under this contract as related to the above-described project including the preparation of preliminary and final design, specifications, assistance in bidding, and opinion of probable construction cost.

1. ADMINISTRATION/PROJECT MANAGEMENT

The following items of work shall be accomplished on behalf of the SPONSOR under the category of Administration/Project Management:



- A. **Consultation:** CONSULTANT shall hold (2) telephone conferences with the NYSDOT to review the funding and grant program requirement for the project including but not limited to M/WBE/SDVOB participation.
- B. **Project Development.** The preparation of data for use by the NYSDOT in the funding of the project. The CONSULTANT will prepare a draft scope of work incorporating the necessary provisions to complete all project components in a timely manner. The Scope of Work will be distributed to the SPONSOR and NYSDOT for review and comment. A fee summary will be prepared based upon the approved final scope of work.
- C. **Procurement of Special Services:** CONSULTANT shall procure subcontracting services related to foundation design, building structural engineering, building electrical engineering, estimating services, as-built survey, and material testing necessary for completion of the work to be done under this contract. This includes the preparation of the necessary subcontract documents, negotiation, and/or bid solicitation and award. Every effort will be made to obtain the required M/WBE/SDVOB participation goals through subcontracting the above-mentioned services.
- D. **Grant Administration:** A grant administrator will be assigned to the project to assist in coordination and communication of both the design and construction phases of the project with the NYSDOT, including:
- Assist in the use of the NYSDOT Equitable Business Opportunity (EBO) on-line portal for project tracking.
 - Record and track MBE/WBE/SDVOB subcontractor participation
 - Assist in the preparation of periodic grant reimbursement requests.
 - Assist in the preparation of grant closeout documentation.

2. DATA COLLECTION AND PRELIMINARY DESIGN (75%)

- A. **Data Collection:** The CONSULTANT will compile existing data from previous projects at the airport, that is germane to the project, and that might be useful in the design of the project. The existing data will be reviewed for accuracy and completeness and to determine the feasibility of utilizing the data to prepare plans and specifications for the construction of the project. The existing data may include airfield pavement layouts, utility locations, conceptual layout plans, equipment inventories, future equipment purchases, record drawings, specifications, studies, and reports. The CONSULTANT will utilize the pertinent data and information as appropriate.
- B. **Kick-Off Meeting:** The CONSULTANT will schedule one (1) project kick-off meeting to review the site and the associated components of the building requested by SPONSOR.
- C. **Preliminary Phasing Plan:** The CONSULTANT will prepare preliminary phasing plan to include the locations of barricades, the appropriate temporary marking and lighting during construction, and a series of notes to be provided to the contractor relative to



coordination and safety. This plan will consider access to work areas by construction equipment and trucks. Access routes will be developed in an attempt to minimize impact on airport operations and damage to existing airfield pavement.

D. **Preliminary Plans:** The CONSULTANT will prepare preliminary design drawings which incorporate the spatial requirements, and comments received during the kick-off meeting. The drawings anticipated for this phase include:

- Cover Sheet
- General Plan
- Horizontal and Vertical Control Plan
- Construction Safety and Phasing Plan
- Demolition Plan
- Site Plan
- Grading Plan
- Typical Sections
- Details
- Floor Plan
- Exterior Elevations
- Door Schedule
- Electrical Site Plan
- Electrical Hangar Plan
- Foundation Plan

The CONSULTANT will engage qualified sub-consultants to complete portions of the design. The CONSULTANT will coordinate the work of the sub-consultants to ensure one cohesive work product. Tasks to be completed by sub-consultants include the following. Sub-consultant scope and fees are attached at the end of this Exhibit A.

- i. Structural Design: The CONSULTANT will engage a New York State licensed structural engineer, Ravi Engineering & Land Surveying, P.C. (Ravi), a NYS Certified MBE to provide structural design of the Phase 2-Hangar.
- ii. Electrical Design: The CONSULTANT will engage a New York State licensed electrical engineer, Pathfinder Engineers & Architects (Pathfinder), NYS Certified WBE to provide electrical design of the Phase 2-Hangar.
- iii. Estimating Services: The CONSULTANT will engage DACK Consulting Solutions (Dack), a NYS Certified MBE to provide estimates of the probable construction costs for the design of the Phase 2-Hangar.



- E. **Preliminary Utility Design:** The CONSULTANT in coordination with Pathfinder will develop an electrical connection to the Phase 2 Hangar from existing utility locations on the airport.
- F. **Preliminary Technical Specifications:** The CONSULTANT along with Ravi and Pathfinder will prepare draft technical specifications.
- G. **Preliminary Estimate:** The CONSULTANT along with Dack will prepare a preliminary quantity take-off from the various design documents, by type of material. Separately, a unit cost will be developed for each material to be used on the project. The unit costs will be compiled from other recent projects at the airport, other airports in the area, and other reliable sources. An opinion of probable construction cost will be generated and compared with the available budget for the project. Should discrepancies occur, the budget will be modified in consultation with the SPONSOR and NYSDOT or the project modified to result in a project within the available budget.
- H. **Preliminary Design Review Meeting:** The CONSULTANT will coordinate one (1) Preliminary Design review meeting to reviewing drawings, specifications, and Opinion of Probable Construction Cost with SPONSOR.
- I. **Preliminary Design Submittal:** The CONSULTANT will submit preliminary drawings, specifications, and Engineer's Opinion of Probable Construction Cost to the NYSDOT and SPONSOR for review and comment.
- J. **Tenant Meeting:** The CONSULTANT will coordinate one (1) tenant meeting to review drawings with Airport tenants and users, with the goal of determining potential concerns for end users that can be modified while still following FAA and NYSDOT requirements as well as project budget. It is anticipated that this meeting will occur at the airport in the evening hours to allow tenants and users to attend.

3. FINAL DESIGN (100%)

- A. **Final Phasing Plan:** The CONSULTANT will finalize the phasing plan based upon comments received from the tenants, users, SPONSOR, and NYSDOT.
- B. **7460:** The CONSULTANT will prepare and submit two FAA Form 7460's for airspace approvals through the FAA's Obstruction Evaluation/Airport Airspace Analysis website. One form will be submitted for the permanent building and one form will be submitted for the temporary construction equipment.
- C. **Final Plans:** The CONSULTANT will prepare final (100%) Construction Drawings which incorporate the comments received during previous phases. Anticipated drawings include:
- Cover Sheet
 - Index Sheet



- General Plan
- General Notes
- Horizontal and Vertical Control Plan
- Construction Safety and Phasing Plan
- Demolition Plan
- Site Plan
- Grading Plan
- Typical Sections
- Details
- Floor Plan
- Exterior Elevations
- Door Schedule
- Electrical Site Plan
- Electrical Hangar Plan
- Electrical Schedule
- Electrical Details
- Foundation Plan
- Foundation Details

- D. **Final Specification:** The CONSULTANT will prepare a set of specifications for use in bidding and construction of the project. The specifications will be prepared in AIA standard format and will be supplemented with FAA and NYSDOT specifications when necessary.
- E. **Final Design Meeting:** The CONSULTANT will attend a Final Design meeting with the SPONSOR's representatives, NYSDOT representatives, and other parties as appropriate, to discuss final construction drawings. Incorporate information obtained in the final design meeting and produce 100% plans and specifications for submission to the SPONSOR and NYSDOT for their review and comments
- F. **Bid Package:** The CONSULTANT will prepare a bid package to reflect the specific requirements of the NYSDOT and the SPONSOR. This will include the Notice to Bidders, the standard contract form, the bidding forms, contractor assurances and questionnaire, the standard provisions and conditions, and the specifications. The bidding booklet and construction plans will be stamped and signed by an engineer registered to practice in the State of New York (as-advertised set).
- G. **Bid Documents:** The CONSULTANT will provide to Warren County Purchasing one (1) electronic and one (1) paper copy of the Bid Package for their use in advertising the project.

4. BIDDING AND AWARD ASSISTANCE

- A. The CONSULTANT will attend and facilitate a project pre-bid meeting to discuss specific project requirements with prospective bidders and answer any questions. The CONSULTANT will document the meeting proceedings in a formal set of meeting minutes.



- B. The CONSULTANT will provide responses to questions received from potential bidders through the SPONSOR, and issue formal contract addendums as required. It is anticipated that two (2) addendums will be required.
- C. The CONSULTANT will incorporate all changes to the Bid plans and specifications made by addendum into a reconciled Issued For Construction set of Contract Documents.
- D. The CONSULTANT will prepare and compile bid results, contact the selected contractor, and draft an award letter.

5. CONSTRUCTION ADMINISTRATION:

The following items of work shall be accomplished on behalf of the SPONSOR under the category of Construction Administration.

- A. **Site Visits:** CONSULTANT's Project Manager/Project Engineer shall make visits to the site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, in order to observe the progress and adherence to the Contract Documents of the various aspects of the CONTRACTOR(s)' work. It is anticipated that the Project Manager/Project Engineer will visit the site a minimum of one visit every 2 weeks during the construction period.
- B. **Shop Drawings:** CONSULTANT shall review and take other appropriate action with respect to Shop Drawings, Material Submittals, Samples and other data which the CONTRACTOR(s) are required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a function of the whole as indicated in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incidental thereto.
- C. **Applications for Payment:** Based on 1) CONSULTANT's on-site observations of work progress; 2) information provided by the Resident Project Representative (RPR); and 3) review of the applications for payment including the accompanying data and schedules:
 - i. 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).

- ii. By recommending any payment, the 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 they 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.

- D. **Contractor(s)' Completion Documents:** The 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).
- E. **Completion Certificates:** The CONSULTANT shall issue certificates of completion to the SPONSOR and the State of New York at the completion of construction.

6. PROJECT CLOSEOUT:

- A. **Record Plans:** The CONSULTANT shall 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 NYSDOT, if required. These plans will show the completed construction per the field and contractor's records. They are, however, not to be construed as being 100 percent accurate.
- B. **As Built Survey:** An as-built survey of the project area will be prepared by the SUB-CONSULTANT (Ravi Engineering & Land Surveying, P.C., a NYS Certified MBE).



- C. **Construction Testing and Quality Control Report:** The CONSULTANT shall prepare and furnish two (2) copies of the final Construction Testing and Quality Control Report for the completed project to the SPONSOR. This report will provide a summary of the documented results of Special Inspections and Quality Control Testing completed over the course of the project.

7. CONSTRUCTION OBSERVATION:

Construction observation services shall be provided by a Full-time Resident Project Representative (RPR) during periods of excavation, earthwork, foundations, and proposed underground utilities. This work, and full-time construction observation is anticipated to last two months. Once this work is complete part-time construction observation will be provided with a once-a-week site visit. Once-a-week construction observation is anticipated to last three months. The RPR, and office support staff will be familiar with airport operations at a facility similar to that of the SPONSOR's. The Consultant shall provide the following services:

- A. **Resident Construction Observation:** Provide technical observation of construction by one RPR and supporting office staff as required, who will also:
- i. Maintain a project record in conformance with The Manual of Uniform Record Keeping (MURK), adopted for use on an Airport Projects.
 - ii. Complete, review, and verify requests for monthly and final payments to the CONTRACTOR(s).
 - iii. Assist SPONSOR in preparation of the request for reimbursement for State aid.
 - iv. Prepare, compile, and negotiate change order documentation and supplemental agreements with the CONTRACTOR(s) on behalf of the SPONSOR.
 - v. Conduct weekly project progress meetings on site with all interested parties, and coordinate documentation of these meetings.
 - vi. The CONSULTANT will engage a qualified Material Testing Services, QC/QA Laboratories, Inc., (QC/QA), a NYS Certified SDVOB as sub-consultant to perform special inspections and materials testing including steel, soils, and concrete. The CONSULTANT shall assure that all Federal, State, and Local requirements, as applicable to specified materials, are adhered to.
- B. **Final Walk Through:** The CONSULTANT shall conduct a final walk through to determine if the work is substantially complete and 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 5.D.
- C. **Limitation of Responsibility:** The 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).

D. **Limitations of Authority:** (RPR, and On-Site Staff)

- i. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the SPONSOR.
- ii. Shall not exceed limitations of the CONSULTANT's authority as set forth in the agreement or the Construction Contract Documents.
- iii. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors, or CONTRACTOR's superintendent.
- iv. 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.
- v. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
- vi. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
- vii. Shall not authorize SPONSOR to occupy the Project in whole or in part.
- viii. Shall not participate in specialized field or laboratory tests conducted by others except as specifically authorized by SPONSOR.

E. **Responsibilities/duties of Construction Observation Staff:** In general, the RPR and on-site staff are responsible for monitoring construction activity on the 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:

- i. Inspector's Reports
 - To be created daily during full-time inspection
 - To be created weekly during part-time inspection
- ii. Prime/Subcontractor Work Summary
- iii. Preparation of Material Acceptance Reports
- iv. Preparation of Certification and Testing Log Book
- v. Conduct Wage Rate Interviews with prime and/or subcontractors' employees
- vi. Conduct project meetings with Owner and Contractors
- vii. Field measure quantities
- viii. Collect and monitor certified payrolls for NYS Minimum Wage Compliance
- ix. Review and/or preparation of Periodic Payment Requests
- x. Record deviations from the contract plans for preparation of Record Drawings
- xi. Preparation and review of Change Orders/Force Account Work

The RPR 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). NOTAMs shall be issued by the airport's staff only.



- F. **Contract Period:** CONSULTANT agrees to provide the services in this phase of the Agreement during the construction contract period, which is estimated to be 150 calendar days during the 2023 construction season, as well as 5 days prior to the start of construction and 5 days after the completion of construction.

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

Assumptions

- The estimated construction budget based upon the Airport Capital Improvement Plan is \$1,140,000.
- The building is anticipated to be a 6-bay T-Hangar with an add alternate for an additional 2-units, based on preliminary programming reviewed by the SPONSOR.
- Existing Site Survey and Geotechnical information will be provided by SPONSOR. No additional design survey or geotechnical information is required.
- Technical Specifications will be prepared in AIA format.
- Plans and Specifications will be set up to reflect three (2) bid packages including General Construction and Electrical Construction.
- Building Code compliance review will be completed by the Warren County Fire Prevention and Building Code Enforcement Department.
 - Warren County Fire Prevention and Building Code Enforcement Department will issue the Building Permit.
 - The Building Permit will be obtained by the General Contractor. No other permits are required.
- Zoning/site plan review of the project will not be required.
- The bid documents will comply with New York State requirements for municipalities.
- No additional Environmental Review Documentation will be required, as the project was included under SEQRA submitted for the Phase 1 and Phase 2 Hangars combined.
 - NEPA documentation is not needed as there is no Federal action associated with this project.
- No irrigation design is anticipated nor included in this scope of services.
- No Mechanical, HVAC, or plumbing will be required or included. The only building utility will be electrical service and connection.
- Application and/or agency review fees are to be paid directly by the SPONSOR and are not included in the fee estimate.
- Offsite drainage and downstream drainage are assumed to be adequate. Downstream drainage studies are neither anticipated nor included.
- The project is a disturbing less than an acre of existing impervious and will not require post construction stormwater practices.

PROPOSED SCHEDULE OF COMPLETION

The CONSULTANT agrees to complete the work under this Agreement in a manner satisfactory to the SPONSOR within 10 months after receiving an executed copy of this contract from the SPONSOR



accompanied by a resolution from its board of supervisors authorizing said execution or within such extended periods as agreed to by the SPONSOR. The project is anticipated to be bid in the winter of 2022/23 and constructed in the summer of 2023.

The tentative schedule is as follows:

<u>Task</u>	<u>Completion</u>
Notice to Proceed	10/15/22
Design Development (75%)	12/31/22
Final Design (100%)	1/30/23
Construction Documents	2/15/23
Bid Returned	3/15/23
Construction Start	05/15/23
Construction Completion	10/01/23



EXHIBIT B: FEE SUMMARY

McFARLAND JOHNSON

Construct T-Hangar - Phase 2



**Warren County
Floyd Bennett Memorial Airport**

**Final
September 2022**

FEE SUMMARY

	DESIGN / BIDDING /CA SERVICES	CONSTRUCTION OBSERVATION SERVICES
1. DIRECT TECHNICAL LABOR	\$21,647.00	\$12,713.00
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 %	\$37,882.25	\$22,247.75
3. SUBTOTAL OF ITEMS 1 & 2	\$59,529.25	\$34,960.75
4. FIXED FEE / PROFIT	\$8,929.39	\$5,244.11
5. DIRECT EXPENSES	\$210.00	\$10,596.00
6. SUBCONSULTANT COSTS	\$59,510.00	
Ravi Engineering & Land Surveying, PC - Structural	\$21,960	
Ravi Engineering & Land Surveying, PC - Survey	\$3,750	
Pathfinder Engineers & Architects - Electrical	\$21,000	
DACK Consulting Solutions, Inc - Estimating	\$12,800	
7. SUBCONTRACT COSTS - (ESTIMATE)		\$13,505.00
QC/QA Laboratories, Inc - Special Inspections		\$13,505
8. OVERTIME PREMIUM		\$1,000.00
9. TOTAL FEE ESTIMATE	\$128,178.64	\$65,305.86

10. TOTAL FEE FOR ALL SERVICES

\$193,485

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

Warren County
Floyd Bennett Memorial Airport

Final
September 2022

McFARLAND-JOHNSON LABOR RATES

DIRECT TECHNICAL LABOR

<u>CLASSIFICATION</u>	<u>CURRENT AVG. RATE</u>	<u>PROJECT AVG. RATE</u>	<u>2022 MAX. RATE</u>
Vice President (VP)	\$93.74	\$95.24	\$93.74
Division Director/Reg.Div.Director (DD)	\$81.78	\$83.09	\$96.26
Senior Project Manager (SPM)	\$76.92	\$78.15	\$83.00
Sr. Project Engineer (SPE)	\$59.90	\$60.86	\$65.00
Project Engineer (PE)	\$53.17	\$54.02	\$61.14
Senior Engineer (SE)	\$44.20	\$44.91	\$51.20
Assistant Engineer (AE)	\$36.12	\$36.70	\$41.80
Junior Engineer/Planner/Envrmntlst (JEP1)	\$29.91	\$30.39	\$35.44
Junior Engineer/Planner/Envrmntlst (JEP2)	\$31.67	\$32.18	\$34.66
Technician Supervisor (TS)	\$47.98	\$48.75	\$49.40
Senior Technician (ST)	\$36.82	\$37.41	\$40.04
Assistant Technician (AT)	\$23.69	\$24.07	\$29.00
Junior Technician (JT)	\$18.50	\$18.80	\$18.50
Resident Inspector (RI)	\$51.03	\$51.85	\$52.32
Senior Inspector (SI)	\$41.65	\$42.32	\$47.62
Inspector (I)	\$40.04	\$40.68	\$40.04

Assume Notice to Proceed: 10/15/2022
 Design Project Duration (months): 10
 Assume Salary Escalation: 4.0%

Year	Compounded Escalation Factor	% Work in year	Effective %
2022	1.000	60.0%	60.0%
2023	1.040	40.0%	41.6%
2024	1.082		
		100.0%	101.6%

Construct T-Hangar - Phase 2



Warren County Floyd Bennett Memorial Airport

Final
September 2022

DIRECT COSTS

	DESIGN / PLANNING SERVICES	CONSTRUCTION SERVICES	
Travel Related Costs:			
Vehicle Cost Plus Fuel	\$145	\$5,721	
Lodging and Meals			
Per Diem		\$4,825	
Reproduction			
CADD Plots			
Prints			
Photocopies			
Photo Costs			
Telephone/Fax:			
Postage/Delivery	\$15		
Miscellaneous	\$50	\$50	
	\$210	\$10,596	
			\$10,806

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: County Facilities - Airport

DATE: 10/25/2022

- (a) Purpose of Request: To Fund Airport (DPW), Repair & Maint-Bldg/Property A.5610 413 With the Reserve, A892.00 Airport Repair & Project.

- (b) Details: Appropriation Code A.5610 413 Airport (DPW), Repair and Maint-Bldg/Property \$6,000.00 to cover cost of Seamless Gutters.

- (c) Previous Resolution Number:

- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount: Reserve, Airport Repair & Projects, A892.00, \$6,000.00.

Sample: A.8021 470 Planning & Community Development – Contract

* as listed in budget and LOGOS

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: County Facilities - Airport

DATE: 10/25/2022

(a) Purpose of Request: To authorize closure of the following Capital Projects and return any remaining funds to the funding source.

(b) Details: The Projects Listed are complete

Project	Funds	Funding Source
H399 Airport Snow Sweeper	\$78.14	General Fund
H387 Airport Fuel Farm (Vehicles) Motor Fuel System	\$4,607.38	Road Machinery – DM 894.00 Reserve,

(c) Previous Resolution Number:

(d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount:

Sample: A.8021 470 Planning & Community Development – Contract

* as listed in budget and LOGOS

REQUEST FOR TRANSFER OF FUNDS

TO: AMANDA ALLEN, CLERK, WARREN COUNTY BOARD OF SUPERVISORS

FROM: County Facilities - Airport (DPW)
Name of Department

SIGNED: _____ DATE: 10/25/2022

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.5610 455	Airport (DPW), Safety Equipment	A.5610 120	Airport (DPW), Salaries - Overtime	\$ 2,019.00

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
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A.1990 439 Contingent Fund

Please state reason for transfer request:

Overtime due to Balloon Fest