

Infrastructure, Facilities and Technology Committee



AGENDA - REGULAR MEETING

OSWEGO COUNTY, NEW YORK

Date/ Time: Tuesday, December 5, 2023, at 3:00pm

Location: Conference Room E - Legislative Office Building 46 East Bridge Street Oswego

COMMITTEE MEMBERS:

Paul House, Chair	Legislator, 8 th District
Stephen Walpole, Vice Chair	Legislator, 14 th District
Patrick Twiss	Legislator, 13 th District
David Holst	Legislator, 4 th District
Linda Lockwood	Legislator, 11 th District
John Martino	Legislator, 6 th District
Robert Wilmott	Legislator, 18 th District
Michael Yerdon	Legislator, 1 st District
Marie Schadt	Legislator, 18 th District

CALL TO ORDER:

Pledge of Allegiance

APPROVAL OF MINUTES:

Approval of minutes for the Infrastructure, Facilities and Technology Committee's regular meeting on October 31, 2023, and Special Meeting on November 8, 2023.

RESOLUTIONS:

- IT-1** Resolution Authorizing Budgetary Modification Department of Solid Waste- Unappropriated Fund Balance to Landfill and Transfer Stations Other Equipment
- IT-2** Resolution Awarding Professional Services Contract – RFP 23-HW-014 Design Services for CR 28 Bridge Over South Branch Grindstone Creek
- IT-3** Resolution Authorizing Budgetary Modification to Increase Capital Project No. B0521 County Route 28 Bridge Over South Branch Grindstone Creek
- IT-4** Resolution Accepting a Grant Offer from and Authorizing the Execution of an agreement with New York State Department of Transportation Concerning the Oswego County Airport PIN Number 3904.04
- IT-5** Resolution Establishing Capital Project No. 0423 Oswego County Airport – Airport Fuel Trucks

COMMITTEE REVIEW & DECISIONS:

- BID 23-HW-013 – Replacement of County Route 23 (Gayville Road) Bridge Over Scriba Creek
- Add two (2) cell phone lines to the Childrens with Special Needs Division

REPORTING DEPARTMENTS:

- Buildings and Grounds Department Updates
- Highway Department Updates
- Solid Waste Department Updates
- Airport Department Updates
- Central Services Department Updates

ADJOURNMENT:

Infrastructure, Facilities & Technology Committee

DRAFT



MINUTES - REGULAR MEETING

OSWEGO COUNTY, NEW YORK

Date/ Time: Tuesday, October 31, 2023 at 3:00pm

Location: Conference Room E - Legislative Office Building 46 East Bridge Street Oswego, New York 13126

COMMITTEE MEMBERS:

Paul House, Chair	Legislator, 14 th District	Present
Stephen Walpole, Vice Chair	Legislator, 8 th District	Excused
Patrick Twiss	Legislator, 13 th District	Present
David Holst	Legislator, 4 th District	Present
Linda Lockwood	Legislator, 11 th District	Present
John Martino	Legislator, 6 th District	Present
Robert Wilmott	Legislator, 18 th District	Present
Michael Yerdon	Legislator, 1 st District	Present
Marie Schadt	Legislator, 19 th District	Excused

STAFF AND GUESTS:

Phil Church	Brandon Schwerdt	Holly Carpenter	Shawn Walker
Mike Lutestanski II	Richard Mitchell	Rick Doten	Greg Powlin

CALL TO ORDER:

A Regular Meeting of the Infrastructure Committee was called to order at 3:00 p.m. by Committee Chair Paul House with the Deputy Clerk Present. The meeting commenced with the Pledge of Allegiance.

APPROVAL OF MINUTES:

Motion to approve the meeting minutes: Legislator Martino

Second: Legislator Holst

Vote: Unanimous, motion carried

The minutes for the Infrastructure, Facilities & Technology Committee's regular meeting on October 3, 2023, and Special Meeting on October 12, 2023., were approved.

RESOLUTIONS:

IT-1 Resolution Awarding Professional Services Contract – RFP 23-DSS-002 – Engineering Services for Additional DSS Parking Lot

Motion to approve: Legislator Martino

Second: Legislator M. Yerdon

Vote: Unanimous, motion carried

IT-2 Resolution Establishing Capital Project No. B0423, Minkler Road Over Sage Creek Bridge Replacement

Motion to approve: Legislator Lockwood

Second: Legislator M. Yerdon

Vote: Unanimous, motion carried

IT-3 Resolution Establishing Capital Project No. B0323, Hurlbut Road (CR 64) Over Catfish Creek Bridge

Motion to approve: Legislator Martino

Second: Legislator M. Yerdon

Vote: Unanimous, motion carried

IT-4 Resolution Authorizing Budgetary Modification – Highway Department - from Sales of Equipment to Highway and Street Equipment, to Purchase Two Pickup Trucks and a Trailer

Motion to approve: Legislator Martino

Second: Legislator Holst

Vote: Unanimous, motion carried

IT-5 Resolution Authorizing a Contract Amendment and Extension with LeChase Regarding Bunner Street Complex Renovation Construction Management Services

Motion to approve: Legislator Martino

Second: Legislator Holst

Vote: 1 opposed, Legislator Twiss, Unanimous, motion carried

IT-6 Resolution Approving the Department of Solid Waste 2024 Fee Schedule

Motion to approve: Legislator Martino

Second: Legislator Holst

Vote: Unanimous, motion carried

IT-7 Resolution Authorizing Budgetary Modification Department of Solid Waste- Unappropriated Fund Balance to Energy Recovery Facility Overtime Account

Motion to approve: Legislator M. Yerdon

Second: Legislator Lockwood

Vote: Unanimous, motion carried

IT-8 Resolution Authorizing Budgetary Modification Department of Solid Waste- Sales of Scrap and Excess Materials to Landfill and Transfers Over Time Account

Motion to approve: Legislator Martino

Second: Legislator Holst

Vote: Unanimous, motion carried

IT-9 Resolution Authorizing Budgetary Modification Department of Solid Waste- Unappropriated Fund Balance to Landfill and Transfers Other Fees and Services Account

Motion to approve: Legislator Martino

Meeting Minutes

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Second: Legislator Twiss
Vote: Unanimous, motion carried

COMMITTEE REVIEW & DECISIONS:

- BID 23- HW-012- LIFTS

Motion to Table: Legislator Martino
Second: Legislator Twiss
Vote: Unanimous, motion carried.

- BID 23-ERF-006- Fly Ash Entrainment Cleaning

Motion to approve: Legislator M. Yerdon
Second: Legislator Holst
Vote: Unanimous, motion carried

- Add two (2) cell phone lines to the Preventive Health Division
- Add one (1) cell phone line to Probation

Motion to approve as a block: Legislator M Yerdon
Second: Legislator Holst
Vote: Unanimous, motion carried

- Village of Cleveland – Tipping Free Request for Tire & Trash Disposal

Motion to approve: Legislator Martino
Second: Legislator Twiss
Vote: Unanimous, motion carried

DEPARTMENT REPORTS:

- Rick Doten provided a verbal Buildings and Grounds Department Update.
- Shawn Walker provided a verbal Highway Department Update.
- Mike Lutestanski II provided a verbal Solid Waste Department Update.
- Brandon Schwerdt provided an Airport Department Update.
- Greg Powlin provided a verbal Central Services Department Update.

ADJOURNMENT:

Motion to adjourn at 3:49 p.m.: Legislator Twiss
Second: Legislator M. Yerdon
Vote: Unanimous, motion carried

DRAFT

Raven Ahart
Deputy Clerk of the Legislature

Infrastructure, Facilities & Technology Committee

DRAFT



MINUTES - REGULAR MEETING

OSWEGO COUNTY, NEW YORK

Date/ Time: Wednesday, November 8, 2023 at 3:00pm

Location: Conference Room E - Legislative Office Building 46 East Bridge Street Oswego, New York 13126

COMMITTEE MEMBERS:

Paul House, Chair	Legislator, 14 th District	Present
Stephen Walpole, Vice Chair	Legislator, 8 th District	Present
Patrick Twiss	Legislator, 13 th District	Present
David Holst	Legislator, 4 th District	Present
Linda Lockwood	Legislator, 11 th District	Excused
John Martino	Legislator, 6 th District	Present
Robert Wilmott	Legislator, 18 th District	Excused
Michael Yerdon	Legislator, 1 st District	Present
Marie Schadt	Legislator, 19 th District	Excused

STAFF AND GUESTS:

Phil Church	Veronica Turner	Brandon Schwerdt	Cheryl Gage
Mike Lutestanski II	Rick Doten	Greg Powlin	

CALL TO ORDER:

A Special Meeting of the Infrastructure Committee was called to order at 3:14 p.m. by Committee Chair Paul House with the Deputy Clerk Present. The meeting commenced with the Pledge of Allegiance.

BUDGET REVIEW:

- | | |
|---|---|
| • Airport | Motion to approve: Legislator M. Yerdon
Second: Legislator Walpole
Vote: Unanimous, motion carried |
| • Energy Recovery | Motion to approve: Legislator M. Yerdon
Second: Legislator Martino
Vote: Unanimous, motion carried |
| • Highway | Motion to approve: Legislator Walpole
Second: Legislator M. Yerdon
Vote: Unanimous, motion carried |
| • Facilities (Buildings and Grounds) | Motion to approve: Legislator
Second: Legislator Chesbro
Vote: Unanimous, motion carried |

- **Technology**

Motion to approve: Legislator Martino

Second: Legislator Walpole

Vote: Unanimous, motion carried

ADJOURNMENT:

*Note Legislator Walpole Stepped out of the meeting at 3:16, re-entered at 3:17.

Motion to adjourn at 3:45 p.m.: Legislator Walpole

Second: Legislator M. Yerdon

Vote: Unanimous, motion carried

DRAFT

Raven Ahart
Deputy Clerk of the Legislature

RESOLUTION NO.

December 14, 2023

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT
OF SOLID WASTE- UNAPPROPRIATED FUND BALANCE TO LANDFILL AND
TRANSFER STATIONS OTHER EQUIPMENT**

By Legislator Paul House:

WHEREAS, The Department of Solid Waste has test run a slow speed grinder to process construction and demolition materials, mattresses, and tires, the test provided a more homogenous mixture for both fuel at the Energy Recovery Facility, and will provide a better material mix to improve the compaction rate for the materials placed at the Bristol Hill Landfill; and

NOW, upon recommendation of the Infrastructure, Facilities and Technology Committee of this body, with the approval of the Finance and Personnel Committee; be it

RESOLVED, that the County Treasurer be, and hereby is, authorized to transfer the funds from and to the accounts shown on the attached budget modification request; and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer shall be his authority to affect such transfer and make such adjustments.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES:

NO:

ABSENT:

ABSTAIN:



Oswego County Department of Solid Waste

TO: Legislator Paul House, Chairman
Infrastructure, Facilities and Technology Committee
Legislator Laurie Mangano-Cornelius, Chair
Finance & Personnel Committee

FROM: Michael J. Lutestanski II, Director of Solid Waste Programs

RE: Budget Modification-Other Equipment- New Slow Speed grinder

DATE: Nov 17, 2023

The Department of Solid Waste requests a budget modification to transfer Nine hundred fifteen thousand dollars (915,000.00) from its unappropriated funds to its Other Equipment account (CL8160.5260). The purpose of the transfer will be to effectuate the purchase of a new slow speed grinder.

Solid Waste currently does not have a grinder, this will be a new addition to the fleet of heavy equipment in the department. We tested this grinder on Nov 7th for the entire day, processing approx. 800 mattresses, 700 tires, 80 railroad ties, and C+D waste. This unit has a magnet and side conveyor to pull ferrous metal out of material after its processed. This will reduce the wear and tear on the ERF incinerators, and conveying equipment as there will be less metals going through the system, it will also reduce the ferrous metals being placed in the landfill. This machine will allow us to burn the processed mattress materials, C+D and tires as a more homogenous mixture at the ERF, and will greatly improve our compaction rates at the landfill, utilizing our airspace more efficiently.

Accordingly, the Department is requesting a budget transfer to cover the purchase of this machine to keep us moving in a positive direction and improving our overall efficiency.

COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST

ACCOUNT NUMBER							DOLLAR AMOUNT
				ACCOUNT NUMBER			
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ	DESCRIPTION	
CL	159900					Solid Waste Unappropriated Fund Balance	(915,000.00)
			CL8160	526000		Other Equipment	915,000.00
						Fund transfer to cover Landfill Grinder Purchase	

DEPARTMENT HEAD	DATE	COUNTY ADMINISTRATOR	DATE
*DIRECTOR OF HUMAN RESOURCES	DATE	CHAIRPERSON	DATE
*If Personnel Services are impacted		COUNTY TREASURER	DATE

RESOLUTION NO.

December 14, 2023

**RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT –
RFP 23-HW-014 – DESIGN SERVICES FOR CR 28 BRIDGE OVER SOUTH
BRANCH GRINDSTONE CREEK**

By Legislator House:

WHEREAS, the County issued a request for proposal for a vendor to provide Design Services for County Route 28 Bridge over South Branch Grindstone Creek, BIN 3313750; and

WHEREAS, in accordance with Oswego County Purchasing Policy, the Oswego County Purchasing Department solicited Requests for Proposals (RFP 23-HW-014) from multiple qualified firms to provide Design Services; and

WHEREAS, the Oswego County Highway Department and Oswego County Purchasing Department have reviewed the proposals received and determined the proposal from Barton & Loguidice, D.P.C., Liverpool, NY 13088 meets the County's needs; and

NOW, THEREFORE, BE IT RESOLVED, that upon the recommendation of the Infrastructure, Facilities and Technology Committee that the County of Oswego awards the professional service contract for providing Design Services, to Barton & Loguidice, D.P.C., 443 Electronic Parkway, Liverpool, NY 13088 at an approximate cost of \$79,000.00; and be it further

RESOLVED, that a certified copy of this resolution delivered to the Treasurer and Purchasing Director shall be their authority to affect the procurement of services.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE
YES: NO: ABSENT: ABSTAIN:



OSWEGO COUNTY PURCHASING

46 E Bridge Street, Oswego NY 13126
 Phone (315)326-6050 Fax (315)342-2468
 Email: Purchasing@OswegoCounty.Com

RFP 23-HW-014 – Designs Service for County Route 28 Bridge over South Branch Grindstone Creek BIN 3313750, Town of Richland

Name of Company	Location	Proposed Price	Evaluation Rating	Required Documentation PRCS/PIS/SHC/NCC/RFC					
Barton & Loguidice	443 Electronics Parkway Liverpool, NY 13088	\$79,000.00	89%	<table border="1"> <tr> <td>X</td><td>X</td><td>X</td><td>X</td><td>X</td> </tr> </table>	X	X	X	X	X
X	X	X	X	X					
C&S Engineers, Inc.	499 Col. Eileen Collins Blvd. Syracuse, NY 13212	\$133,292.00	78.67%	<table border="1"> <tr> <td>X</td><td>X</td><td>X</td><td>X</td><td>X</td> </tr> </table>	X	X	X	X	X
X	X	X	X	X					
Foit-Albert Associates	295 Main St. Suite 200 Buffalo, NY 14203	\$130,600.00	76.67%	<table border="1"> <tr> <td>X</td><td>X</td><td>X</td><td>X</td><td>X</td> </tr> </table>	X	X	X	X	X
X	X	X	X	X					

SHC=Sexual Harassment Certification; PRCS=Proposer Reply Cover Sheet; PIS=Proposer Information Sheet; NCC=Non-Collusion Certification; RFC= Resolution for Corporations

Solicitation Process: RFP 23-HW-014 was publicly advertised in the official newspaper, on Bidnet, and on the Oswego County website on September 19, 2023. It was also sent directly to the eleven (11) following vendors:

Aubertine Currier	Barton and Loguidice	BCA A&E	C&S Engineers
CHA Consulting	EDR	Foit-Albert	Plumley Engineering
Prudent Engineering	Ram Tech Engineers	Shumaker Engineering	

Number of Responses: Three (3)

BARTON & LOGUIDICE	Pro
	<ul style="list-style-type: none"> Experienced Provided project approach. Founded in 1961.
	Con
	<ul style="list-style-type: none"> NONE

C&S ENGINEERS	Pro <ul style="list-style-type: none"> • Project approach provided. • Founded in 1968 Con <ul style="list-style-type: none"> • Cost
FOIT-ALBERT ASSOCIATES	Pro <ul style="list-style-type: none"> • Founded in 1977 Con <ul style="list-style-type: none"> • No project approach provided. • Cost

Proposals Reviewed By:

Chris Baldwin, Shawn Walker, Joe Pritchard

Evaluation Summary: The evaluation committee reviewed and rated each proposal according to the criteria listed on the attached schedule. The Committee recommends awarding the contract to **Barton & Loguidice**.

Recommended Actions: Oswego County Purchasing Department certifies that the solicitation complies with Oswego County Purchasing Policy and New York State General Municipal Law. The Purchasing Department recommends awarding the contract.

Evaluation Comparison
RFP 23-HW-014 Design Services for CR 28 Bridge

Total Points	Evaluation Criteria	B & L			C & S			Foit - Albert		
		C.B.	J.P.	S.W.	C.B.	J.P.	S.W.	C.B.	J.P.	S.W.
	Evaluator									
40	Experience & Capabilities	35	35	32	35	38	30	35	37	30
30	Management Outline and Project Approach	28	25	25	25	23	20	25	20	20
10	Business & Organization	8	10	9	8	9	8	8	5	7
20	Cost	20	20	20	15	15	10	15	18	10
100	Total Points	91	90	86	83	85	68	83	80	67
Rating per Evaluation		89.0			78.67			76.67		

C.B. = Chris Baldwin

J.P. = Joe Pritchard

S.W. = Shawn Walker

RESOLUTION NO.

December 14, 2023

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION TO INCREASE
CAPITAL PROJECT NO. B0521 COUNTY ROUTE 28 BRIDGE OVER SOUTH
BRANCH GRINDSTONE CREEK**

By Legislator Paul House:

WHEREAS, this body has established Capital Project No. B0521 with a maximum authorization of \$50,000; and

WHEREAS, this increase is necessary to progress this project through the design phase. The increase is based on the Requests for Proposals (RFP 23-HW-014) from multiple quality engineering consultant firms to provide design services; and

NOW, upon recommendation of the Infrastructure, Facilities and Technology Committee of this Legislature, with the approval of the Finance and Personnel Committee; be it

RESOLVED, that the Treasurer is hereby authorized to transfer \$29,000 from the Capital Reserve No. 16 to Capital Project No. B0521 – to fund the design phase for the replacement of CR 28 bridge over North Branch Grindstone Creek.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES:

NO:

ABSENT:

ABSTAIN:



**COUNTY OF OSWEGO
HIGHWAY DEPARTMENT**

31 Schaad Drive
Oswego NY 13126
(315) 349-8331 Fax (315) 349-8256

Shawn Walker, Highway Superintendent

Chris Baldwin, P.E., Highway Engineer

INFORMATIONAL MEMORANDUM

SUBJECT: To increase the authorization level of Capital Project No. B0521 for the purpose of replacing the CR 28 Bridge over South Branch Grindstone Creek in the Town of Richland, BIN 3313750, County of Oswego.

PURPOSE: To recommend that the Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize Capital Project No. B0521 to be increased by \$29,000 to an authorization level \$79,000 through a transfer from Capital Reserve No. 16.

SUMMARY: This increase is necessary to progress this project through the design phase. The increase is based on the Requests for Proposals (RFP 23-HW-014) from multiple quality engineering consultant firms to provide design services.

RECOMMENDED ACTION: The Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize the establishment of Capital Project No. B0521.

Shawn Walker
Highway Superintendent

Date

**COUNTY OF OSWEGO
BUDGET MODIFICATION REQUEST**

ACCOUNT NUMBER			ACCOUNT NUMBER			DOLLAR AMOUNT
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ	
H	450310	B0521				\$ (29,000)
			H	529000	B0521	\$ 29,000
					BIN3313750	
			This capital project is being funded through a transfer of funds from			
			Capital Reserve 16 - Bridge Reserve			

DEPARTMENT HEAD	DATE	COUNTY ADMINISTRATOR	DATE
*DIRECTOR OF HUMAN RESOURCES	DATE	CHAIRPERSON	DATE
*If Personnel Services are impacted		COUNTY TREASURER	DATE

RESOLUTION NO.

December 14, 2023

**RESOLUTION ACCEPTING A GRANT OFFER FROM AND AUTHORIZING THE
EXECUTION OF AN AGREEMENT WITH NEW YORK STATE DEPARTMENT
OF TRANSPORTATION CONCERNING THE OSWEGO COUNTY AIRPORT
PIN NUMBER 3904.04**

By Legislator Paul House:

WHEREAS, the County of Oswego owns and operates the Oswego County Airport in Volney, New York; and

WHEREAS, New York State notified the County of Oswego of a grant offer to purchase two (2) new aviation refueling trucks; and

WHEREAS, the maximum obligation of the New York State Department of Transportation payable under this offer is \$458,521.00 representing 90% of the allowable costs for this project; and

WHEREAS, the acquisition of these two new refueling trucks is consistent with the Airport Master Plan; and

NOW, upon the recommendation of the Infrastructure and Facilities Committee of this body, with the approval of the Finance and Personnel Committee, it is hereby

RESOLVED, that the County of Oswego hereby accepts the Grant Offer (PIN 3904.04) from the New York State Department of Transportation; and be it further

RESOLVED, that the Chair of the Legislature be, and is hereby, authorized to execute the annexed Grant Agreement with the New York State Department of Transportation in an amount not to exceed \$458,521.00.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES:

NO:

ABSENT:

ABSTAIN:



**COUNTY OF OSWEGO
HIGHWAY DEPARTMENT**

31 Schaad Drive
Oswego NY 13126
(315) 349-8331 Fax (315) 349-8256

Shawn Walker, Highway Superintendent

Chris Baldwin, P.E., Highway Engineer

INFORMATIONAL MEMORANDUM

SUBJECT: Authorization for the Chairman of the Legislature to execute a grant offer from NYSDOT to purchase two new aviation refueler trucks for the Airport.

PURPOSE: To recommend that the Infrastructure, Facilities and Technology Committee and the Oswego County Legislature approve authorization of the Chairman of the Legislature to enter into an agreement with the NYSDOT to accept funding.

SUMMARY: The Airport received a grant offer from the NYSDOT to purchase two new fuel trucks for the purpose of selling and dispensing aviation fuel into aircraft. This grant offer is in the amount of \$458,521, and will cover 90% of the anticipated total project cost of \$509,468 with the remaining local share of 10% (\$50,947) coming from the County's Auto Equipment Reserve account. The existing fuel trucks are 31 and 42 years old.

RECOMMENDED ACTION: The Infrastructure, Facilities and Technology Committee and the Oswego County Legislature to authorize the Chairman of the Legislature to enter into this agreement to accept funding.

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 Oswego (the "Municipality/Sponsor") with its office at Oswego, 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 Acquire Aviation Fuel Trucks at Oswego County Airport (as more specifically described in Schedule A-1, or supplemental Schedule A's, the "Project").

WITNESSETH:

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

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

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

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

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

WHEREAS, the Sponsor is not a sectarian institution,

NOW, THEREFORE, the parties agree as follows:

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

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

- 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 Oswego

Name: Mr. Shawn Walker
Title: Highway Superintendent
Address: 31 Schaad Drive, Oswego, NY 13126
Telephone Number: (315) 349-8331
Facsimile Number:
E-Mail Address: Shawn.Walker@OswegoCounty.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/state-vendors> or by email at epunit@osc.state.ny.us.

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

27. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

27.1 *New York State Executive Law Article 15-A, Participation by Minority Group members and Women with Respect to State Contracts and New York State Executive Law Article 17-B, Participation by Service-Disabled Veterans with Respect to State Contracts,* including requirements thereunder relating to equal employment opportunity, and utilization goals and

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

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

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

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

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

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

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

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

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

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

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

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

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

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

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

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

Notary Public

APPROVED FOR NYSDOT:

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

By: _____
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:

Date: _____

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

Aviation Project Funding Agreement - Schedule A-1

Page 1 of 1

OSC Contract # _K007569_____

Project Commencement Date 10/20/23

Project Completion Date: 10/19/28

AGREEMENT PURPOSE

☒ **MAIN** Agreement

☐ **SUPPLEMENTAL** Agreement or Schedule

AGREEMENT COVERS

(as shown in tables below):

☒ Grant Agreement

PROJECT TYPE:

Capital Improvement

PROJECT IDENTIFICATION NUMBER: 3904.04

The existing aircraft refueling trucks have greatly exceeded their useful service life and require replacement.

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

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

Location: Oswego County Airport

Owner/Operating and Maintenance Responsibility: County of Oswego

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		
\$458,521.00	\$50,947.00	\$ 0.00	\$509,468.00

Project is: (check which applies)

- ☐ part of an approved airport layout plan, OR
☐ consistent with an approved airport layout plan

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

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

A1. Preliminary Engineering ("PE") Phase

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

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities 	<input type="checkbox"/>	<input type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input type="checkbox"/>

A2. Right-of-Way (ROW) Incidentals

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

B. Right-of-Way (ROW) Acquisition

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

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

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

Phase/Sub-phase/Task**Responsibility: NYSDOT Sponsor**

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

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

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

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

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The

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

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

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

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

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

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

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

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

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

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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

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

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

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

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.

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

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

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

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

APPENDIX B

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

M/WBE, SDVOB, AND EEO POLICY STATEMENT

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

M/WBE/SDVOB

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

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

EEO

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

Agreed to this _____ day of _____, 20_____

By _____

Print: _____ Title: _____

APPENDIX B

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

The Municipality/Sponsor/Grantee agrees that the Standard M/WBE and/or SDVOB Contract Goals for projects let and funded (in whole or in part) with proceeds of this Agreement (Contract # K007569) are provided below.

STANDARD CONTRACT GOALS

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

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

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

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

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

APPENDIX B

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

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

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

Signature: _____

Title: _____

Name: _____

Date: _____

STATE ENVIRONMENTAL QUALITY REVIEW

In accordance with the rules, regulations and procedures adopted by

County of Oswego

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

CHECK ONE

- ☐ Type I Action - with possible significant effect (NEPA or SEQR DEIS, FEIS and SEQR Record of Decision have been prepared).
- ☐ Type I Action - with no significant effect (Environmental Assessment Form or Environmental Assessment and Negative Declaration have been prepared and filed).
- ☐ Unlisted Action - with possible significant effect (NEPA or SEQR DEIS, FEIS and SEQR Record of Decision have been prepared).
- ☐ Unlisted Action - with no significant effect (Environmental Assessment Form or Environmental Assessment and Negative Declaration have been prepared and filed).
- ☐ Type II Action
- ☐ Ministerial Act
- ☐ Exempt Act

PROJECT DESCRIPTION

The existing aircraft refueling trucks have greatly exceeded their useful service life and require replacement.

Authorized Signature

Title

Date

RESOLUTION NO.

December 14, 2023

**RESOLUTION ESTABLISHING CAPITAL PROJECT NUMBER 0423
OSWEGO COUNTY AIRPORT – AIRPORT FUEL TRUCKS**

By Legislator Paul House:

WHEREAS, the County of Oswego has accepted a New York State Department of Transportation Grant (NYSDOT) (PIN PROJECT NUMBER: 3904.04) in the amount of \$458,521.00 for the acquisition of two (2) new aviation refueler trucks to be used at the Oswego County Airport; and

WHEREAS, this NYSDOT grant is ninety (90) percent New York State funds (\$458,521.00) and has a local county share of ten (10) percent (\$50,947.00) for a total project cost of \$509,468.00; and

NOW, upon the recommendation of the Infrastructure and Facilities Committee of this body, with the approval of the Finance and Personnel Committee, it is hereby

RESOLVED, that the Treasurer be, and is hereby, authorized to transfer the sum of \$50,947.00 from Auto Equipment Reserve to Capital Project Number 0423 Oswego County Airport Fuel Trucks and that the following capital project is hereby authorized for the maximum expenditure as indicated hereinbelow:

Capital Project No.: 04323**Total Authorization**

Oswego County Airport
Fuel Trucks

\$509,468.00

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE**YES:****NO:****ABSENT:****ABSTAIN:**



**COUNTY OF OSWEGO
HIGHWAY DEPARTMENT**

31 Schaad Drive
Oswego NY 13126
(315) 349-8331 Fax (315) 349-8256

Shawn Walker, Highway Superintendent

Chris Baldwin, P.E., Highway Engineer

INFORMATIONAL MEMORANDUM

SUBJECT: To establish a Capital Project utilizing funds acquired from the New York State Department of Transportation to purchase two new aviation refueler trucks for the Airport.

PURPOSE: To recommend that the Infrastructure, Facilities and Technology Committee, Finance and Personnel Committee, and the Oswego County Legislature approve establishing Capital Project #0423.

SUMMARY: The Airport received a grant offer from the NYSDOT in the amount of \$458,521 to purchase two new fuel trucks for the purposes of selling and refueling aircraft. This amount represents 90% of the total anticipated project cost of \$509,468. The remaining 10% (\$50,947) will be taken from the County's Auto Equipment Reserve account. The Airport's two existing refueler trucks are 31 and 42 years old and will be replaced.

RECOMMENDED ACTION: The Infrastructure, Facilities and Technology Committee, Finance and Personnel Committee, and the Oswego County Legislature to establish CP# 0423 with a total authorization level of \$509,468.00.



OSWEGO COUNTY PURCHASING
46 East Bridge Street, Oswego, NY 13126
Phone (315) 326-6050 Fax (315) 342-2468
Email: Purchasing@oswegocounty.com

TO: Infrastructure, Facilities and Technology Committee
FROM: Holly F. Carpenter, Purchasing Director
DATE: December 5, 2023
RE: BID Report

BID 23-HW-013 REPLACEMENT OF COUNTY ROUTE 23 (GAYVILLE ROAD) BRIDGE OVER SCRIBA CREEK

Funding Source: Operating Budget.

Solicitation Process: BID 23-HW-013 REPLACEMENT OF COUNTY ROUTE 23 (GAYVILLE ROAD) BRIDGE OVER SCRIBA CREEK was publicly advertised in the official newspaper, on Bidnet, and on the Oswego County website on September 19, 2023. It was also sent directly to the seven (7) following vendors:

Economy Paving Co., Inc.
Tioga Construction Co., Inc
WD Malone

John R Dudley Construction
Tuscarora Construction Co., Inc.

Slate Hill Constructors
Vector Construction Corp.

Number of responses: Five (5)

Who, by title, evaluated the bid/proposal: Michael Cox, Project Manager with Foit-Albert Associates, and Shawn Walker, with Oswego County Highway Department have evaluated the bid responses received and recommend approval to Tioga Construction Company Inc.

Name of Company	Location	Total Cost	Required Documentation VRCS/NCC/VIS/RFC/SHC/				
Slate Hill Constructors	6573 Herman Rd Warners, NY 13164	\$1,426,604.55	X	X	X	X	X
Tioga Construction	333 Gros Blvd Herkimer, NY 13350	\$1,258,963.70	X	X	X	X	X
Tuscarora Construction	PO Box 520 Pulaski, NY 13142	\$1,658,668.00	X	X	X	X	X
Vector Construction	6364 Island Road Cicero, NY 13039	\$1,307,282.90	X	X	X	X	X
WD Malone	708 County Route 7 Hannibal, NY 13074	\$1,295,935.00	X	X	X	X	X

SHC=Sexual Harassment Certification; VRCS=Vendor Reply Cover Sheet; VIS=Vendor Information Sheet; NCC=Non-collusion Certification; RFC=Resolution for Corporations

Evaluation: Tioga Construction Company Inc. was the lowest responsible bidder. There is no objection to the bidder.

Recommended Action: The Oswego County Purchasing Department certifies that the solicitation complies with Oswego County Purchasing Policy and New York State General Municipal Law. The Committee is requested to affirm an award to the low responsible bidder.



OSWEGO COUNTY PURCHASING DEPARTMENT

BID COMPUTATION SHEET

OPENED: OCTOBER 10, 2023 2:00 PM
**BID 23-IHW-013 REPLACEMENT OF COUNTY ROUTE 23
 (GAYVILLE ROAD) BRIDGE OVER SCRIBA CREEK**

ITEM	TOTAL COST	BID SECURITY	NON-COLLUSION CERT	VENDOR REPLY COVER SHEET	VENDOR INFORMATION SHEET	SEXUAL HARASSMENT CERT.	RESOLUTION FOR CORPS.	ADDENDUM RECEIVED
General Contractor Bids								1
Slate Hill Constructors Inc.	\$1,426,604.55	Y	Y	Y	Y	Y	Y	Y
Tioga Construction Company	\$1,258,963.70	Y	Y	Y	Y	Y	Y	Y
Tuscarora Construction Company	\$1,658,668.00	Y	Y	Y	Y	Y	Y	Y
Vector Construction Corporation	\$1,307,282.90	Y	Y	Y	Y	Y	Y	Y
WD Malone Trucking and Excavating	\$1,295,935.00	Y	Y	Y	Y	Y	Y	Y



INFORMATIONAL MEMORANDUM

Subject: Request to add 2 cell phone lines

Purpose: Add 2 cell phone lines to the Children with Special Needs division

Summary: The Children with Special Needs division is adding two new direct service positions to Early Intervention Services. These 2 new positions will spend a majority of their time on the road providing direct Early Intervention Services to children and their families. Families needed to have a way to contact their service providers and Ongoing Service Coordinators, by text. We added these positions due to the long waitlist with children not receiving these crucial services. We are currently providing services to 230 children.

The Health Department would like to 2 lines to the Children with Special Needs division.

Justification: Many clients no longer have landline phones and use texting as the main source of communication. Our current Ongoing Service Coordinators have county issued cell phones. By adding 2 lines, all Ongoing Service Coordinators and Service Providers will have a county issued phone and be able to better communicate with families, increasing the quality of our services and helping them to manage their caseloads.

Recommended

Action: The Infrastructure, Facilities, and Technology Committee approve and recommend adding a cell phone for usage in the Health Department, as described above.