



CHAUTAUQUA COUNTY DEPARTMENT OF FINANCE
DIVISION OF PURCHASING

Tracy France
Purchasing Manager, Finance

George M. Borrello
County Executive

Kitty Crow
Director of Finance

ADDENDUM #1

PROPOSAL NO. RFP-4A-19 ARPT and RFP-4B-10 ARPT
Fixed Base Operator (“FBO”) Solicitation for
Chautauqua County Jamestown Airport (4A) and Dunkirk Airport (4B)
Addendum Date: 11/13/19
Questions due by: 11/8/19

Please see the following questions with answers in red to follow:

1. How many people run the FBO now? I think 2 are at Dunkirk now.

Answer: The Dunkirk FBO is staffed by one full-time Flight Line Supervisor. A part time flight line attendant provides coverage on weekends so that one person is on site during attended hours of operation (8 – 5, seven days/week). Additional staffing includes a FBO consulting manager (approximately 20 hrs/week) and a business manager/accountant (approximately 8hrs/week). These roles are filled by full time staff performing these functions on an as-needed basis.

In Jamestown, the FBO is staffed by a full-time Flight Line Supervisor and two full-time flight line workers providing coverage during attended hours of operation (8 – 6, 7-days/week). Additional staff are hired in summer months to handle maintenance, aircraft refueling, car rental administration and other services. A full-time accounting clerk provides business administration services and assists with customer service.

2. If a new carrier gets the route back up. Does the FBO get fuel sales?

Answer: Yes, but... It is the airline operator and pilots’ prerogative to determine when and how much fuel to purchase. The prospective operator has advised that most of their fuel will be purchased from the FBO where the aircraft is based – currently Pittsburgh. Pilots may need to purchase fuel at JHW but the frequency and quantities will be determined by aircraft loading, weather conditions and other factors. The County has also committed to selling fuel to Boutique Air at a discounted rate as an enticement to bring commercial service to JHW and to demonstrate local cost sharing commitment to the EAS program managers.

3. Where does the carrier store its aircraft? How many?

Answer: Boutique currently bases their PC-12 aircraft in Pittsburgh and will continue to do so if awarded EAS-contracted routes to JHW. However, the airline president has expressed interest in repositioning aircraft to JHW if they secure an EAS contract route to Jamestown. Boutique anticipates that they can achieve significant cost savings and operational efficiencies if they succeed in getting an EAS route to Jamestown and would seriously consider establishing a maintenance facility at JHW to service aircraft flying their east-cost routes (Messina, NY, Johnstown, PA, Jamestown, NY, BWI and PIT). It is unlikely that Boutique would permanently base aircraft at JHW unless they are able to hire/relocate air crews locally. Two aircraft are based in Pittsburgh to support the current Johnstown – PIT – BWI circuit.

4. Does the FBO receive the new carrier rent or is that a separate deal with the County?

Answer: If we succeed in re-establishing commercial air service to Jamestown, a 3-party agreement will need to be negotiated between the County (airport sponsor), Boutique Air, and the FBO operator. A fee structure covering all facets of commercial air ground support services will need to be negotiated among the three parties to cover services including, but not limited to (a) landing fees, (b) fuel, (c) de-icing services, (d) hangar rents (either transient or long-term), and apron services. As noted in response to question 2, the County has committed to providing flight line services at a discounted rate if an EAS contract is awarded to Boutique.

5. Just to be sure, The FBO operator receives all the rents and fuel, then pays the county a percentage.

Answer: The current FBO fee structure for Jamestown is a monthly lump-sum rent of \$6,000. In previous agreements, the rent structure has been based on a percentage of gross revenues for the various revenue streams: hangar rents, fuel sales, de-icing fees, landing fees, etc., The County's preference is to establish a "percentage of gross" rent structure for the various FBO revenue streams but we are willing to entertain any rent formula the prospective lease-operator wishes to propose. For the Dunkirk Airport, the County receives the Net proceeds of all FBO revenues after direct operating costs and costs of sales have been deducted. This compensation formula is a temporary arrangement with the Chautauqua Regional Economic Development Corp. and is not considered a viable cost structure for future FBO operations.

6. Is any cost available for the electric, gas and water trash and recycling?

Answer: We do not have utility cost history for the JHW FBO because the incumbent FBO operator has been responsible for all utilities for facilities under their lease-operate agreement. For the Dunkirk Airport a summary of water, gas and water/sewer costs is provided in the attached .pdf file.

Please find the documents referenced in the checklist attached.

Please acknowledge receipt of Addendum Number (1) one by signing below and returning with your proposal.

COMPANY _____

SIGNED _____

PRINT NAME OF SIGNER _____

TITLE _____

DKK
North County Water District

#1 Water (Former Dunkirk Aviation)	Period Covered	Oct-Dec 2018
	Current Acreage Charge	\$ 399.91
	Current Water Fee	\$ -
#2 Water	Period Covered	Oct-Dec 2018
	Current Acreage Charge	\$ 85.09
	Current Water Fee	\$ 4.98
#3 Sewer (Former Dunkirk Aviation)	Period Covered	Oct-Dec 2018
	Current Acreage Charge	\$ 26.56
	Current Water Fee	\$ -
#3 Sewer	Period Covered	Oct-Dec 2018
	Current Acreage Charge	\$ 5.65
	Current Water Fee	\$ 0.70

#1 Water (Former Dunkirk Aviation)	Period Covered	Jan - Mar 2019
	Current Acreage Charge	\$ 399.91
	Current Water Fee	\$ -
#2 Water	Period Covered	Jan - Mar 2019
	Current Acreage Charge	\$ 85.09
	Current Water Fee	\$ 4.98
#3 Sewer (Former Dunkirk Aviation)	Period Covered	Jan - Mar 2019
	Current Acreage Charge	\$ 26.56
	Current Water Fee	\$ -
#3 Sewer	Period Covered	Jan - Mar 2019
	Current Acreage Charge	\$ 5.65
	Current Water Fee	\$ 0.70

#1 Water (Former Dunkirk Aviation)	Period Covered	Apr- Jul 2019
	Current Acreage Charge	\$ 399.91
	Current Water Fee	\$ -
#2 Water	Period Covered	Apr- Jul 2019
	Current Acreage Charge	\$ 85.09
	Current Water Fee	\$ 7.47
#3 Sewer (Former Dunkirk Aviation)	Period Covered	Apr- Jul 2019
	Current Acreage Charge	\$ 26.56
	Current Water Fee	\$ -
#3 Sewer	Period Covered	Apr- Jul 2019
	Current Acreage Charge	\$ 5.65
	Current Water Fee	\$ 1.05

Dunkirk Airport Power Consumption Summary

Electrical Load	Sample Period (Months)	Average Daily Consumption (KwHr)	Average monthly cost	Total Utility Cost Nov 2017 - July 2018
Sand Storage, DKK	30	9.76	\$43.26	
Pole Barn, DKK	30	38.12	\$152.85	
Beacon, DKK	30	7.53	\$38.17	
Vault, DKK (field lighting)	30	11.68	\$63.34	
#REF!	9	48.19	\$181.64	1634.73
Hangar 1, DKK	9	106.91	\$423.65	\$3,812.89
#REF!	6	8.79	\$51.10	306.57
T Hangar, DKK	30	11.7	\$63.34	564.01
#REF!	28	16.88	83.21	855.64

Dunkirk Airport Natural Gas Consumption Summary

Served Facility	Sample Period (Months)	Average Daily Consumption (ccf)	Average monthly cost	Total Cost Nov '17 - July '18
Hanger 4	9	12.18104839	\$244.13	\$2,197.14
FBO- Office	9	7.111290323	\$151.77	\$1,365.97
Hanger 6	9	7.458064516	\$159.15	\$1,432.36
Hanger 7	9	7.518951613	\$155.65	\$1,400.85

ATTACHMENTS

**NON-COLLUSION CERTIFICATE
IRANIAN DIVESTMENT
FINANCIAL AFFIDAVIT
AFFIDAVIT OF A FOREIGN CORPORATION
CORPORATE ACKNOWLEDGEMENT
EXCLUSION CHECKS**

**INSURANCE REQUIREMENTS
"SAMPLE AGREEMENT"
TERMS & CONDITIONS**

NON-COLLUSION BIDDING CERTIFICATION

By submission of this bid, the bidder and each person signing on behalf of the bidder certifies, subject to the terms of Section 103-d of the General Municipal Law, as amended, and under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly being disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and
- (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury affirms the truth hereof, such penalties being applicable to the bidder as well as to the person signing in its behalf.

Signature _____

Title _____

STATE OF NEW YORK)
COUNTY OF) SS:

On this _____ day of _____, 2019, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he resides at _____, New York: that he is the _____ of _____, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of said corporation.

Notary Public

**IRANIAN DIVESTMENT
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law**

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law. Such list can be found on the website of the office of general services, <http://ogs.ny.gov/default.asp>."

Signature

Title

Date

Company Name

On January 13, 2012, Chapter 1 of the Laws of New York for 2012 was signed into law by Governor Andrew M. Cuomo. The law is known as the "Iran Divestment Act of 2012" (the "Act") and can be found at § 165-a of the NY State Finance Law. The Act became effective on April 12, 2012. The Act imposes limitations on "persons" that are determined to be engaged in investment activities in the Iranian energy sector, as defined in the Act.

On July 17, 2012, Governor Cuomo signed into law Chapter 106 of the laws of 2012, which extended the Iran Divestment Act to State and local public authorities, the State University of New York, and the City University of New York.

AFFIDAVIT OF FINANCIAL RECORDS

STATE OF _____

AFFIDAVIT

ss: (corporate)

COUNTY OF _____

_____, being duly sworn, deposes and says
that I have made a complete and thorough examination of the financial records
of said firm; and that I have determined that said firm is currently not in arrears in taxes
or upon dept or contract to or with the county of Chautauqua, that said firm has not
defaulted as surety or otherwise upon a contract or obligation to the County of
Chautauqua, and that said firm is not disqualified to bid upon municipal or state
contracts under any act of New York State Legislature.

Sworn to before this _____

Day of _____, 2019

NOTARY PUBLIC

AFFIDAVIT OF FOREIGN CORPORATION

STATE OF)
COUNTY OF) ss:

I, _____, as _____ of _____, Inc., a corporation, incorporated under the laws of _____, authorized to do business in New York, do hereby certify and affirm that _____, Inc., has complied with Article 13 of the Business Corporations Law of the State of New York.

As proof I submit a copy of:

_____ A receipt of filing an application to do business in New York Secretary of State;
or

_____ A copy of our application for authority to do business in New York filed with the Secretary of State on _____, 20____.

As said corporation has complied with Article 13 of the Business Corporations Law of the State of New York, I hereby swear and affirm that _____, Inc., is authorized to do business in the State of New York.

Under penalties of perjury, I declare that the facts presented are true, correct and complete.

In witness whereof, I set my hand and attach the corporate seal _____ day of _____, 2019.
this

Title

Business Corporation Law of New York, Section 102 (7):

"Foreign Corporation" means a corporation ... formed under laws other than the statutes of (New York) ... "Authorized," when used with respect to a foreign corporation, means having authority, under Article 13 (Business Corporation Law) to do business in this state.

EXCLUSION CHECKS

Chautauqua County reserves the right to conduct exclusion checks on those who respond to its solicitations and on those with whom it contracts to verify that the contractor and its employees, subcontractors, and agents have not been sanctioned, excluded, debarred, suspended, or the subject of adverse governmental action by law enforcement, regulatory authorities, or licensing entities. This may include a check for exclusion from Federal healthcare programs. By submitting this proposal, you are: certifying that you are not prohibited from providing these services and/or goods as a result of being sanctioned, debarred, suspended, or excluded; agreeing that the County has the right to decline to enter into a contract with you in the event the County finds there to be a legal or funding source impediment to contracting with you; agreeing to provide written notice to the County immediately upon the occurrence of any sanction, exclusion, debarment, or suspension relating to your contract with the County; and agreeing that upon the occurrence of any such sanction, exclusion, debarment, or suspension, the County has the right to declare its contract with you to be terminated effective as of the moment of such occurrence or at such later date as is deemed by the County to be in the best interest of the County.

Name of Business

Authorized Signature

Printed Name

Date

CHAUTAUQUA COUNTY MINIMUM INSURANCE REQUIREMENTS

INSURANCE SHALL BE PROCURED AND CERTIFICATES DELIVERED BEFORE COMMENCEMENT OF WORK OR DELIVERY OF MERCHANDISE OR EQUIPMENT.

This document shall be attached to and become part of the contract/agreement/service order. The contractor shall immediately forward to County, via facsimile to the County Department of Insurance (716) 753-4888 any notice of actual or pending termination, suspension or non-renewal of any of its policies. In the event the contractor's insurance expires or is terminated or suspended, County shall have all rights available for breach of contract and the contract/agreement/service order shall automatically and immediately terminate effective as of the moment of expiration, termination or suspension. The contractor agrees that County shall have unlimited access to its insurance company and policies.

Certificate Requirements The certificate must:

- A. be addressed to **CHAUTAUQUA COUNTY**, Department of Insurance, 3 N. Erie Street, Mayville, NY 14757-1007;
- B. specify all coverage required below and elsewhere in the contract. **Bid specifications or particular contracts, leases or agreements may require alternate coverages and limits, which must be evidenced on the Certificate in lieu of the coverages and limits specified below;**
- C. be issued by an insurer which has at as a minimum, BEST'S RATING of A- and be size category VII or higher;
- D. state "**CHAUTAUQUA COUNTY** shall be an additional insured, as well as a certificate holder, on a direct, primary and non-contributory basis including products and completed operations"
Note: Professional Liability, Worker's Compensation, and Disability Benefits Liability Insurance policies are not required to have the County as an additional insured, however County shall be named as certificate holder;
- E. include a waiver of subrogation for "**Construction and Maintenance**" and "**Property Leased to Others or Use of Facilities or Grounds**" coverage;
- F. state "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions"; and
- G. be delivered to the Chautauqua County, Department of Insurance, 3 North Erie Street, Mayville, New York 14757, Fax No. (716) 753-4888

MINIMUM COVERAGE LIMITS ARE AS FOLLOWS:

Policy	Construction and Maintenance	Professional Services	Property Leased to Others or Use of Facilities or Grounds	Concessionaires Services	Livery Services	All Purposes Public Entity Contracts
Commercial General Liability *	\$1,000,000 per occurrence, \$2,000,000 aggregate	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
- Premises & Operations	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Prods. & Completed OPS	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Independent Contractors	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Contractual	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Broad Form PD	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE
- X, C, U	INCLUDE		INCLUDE			
- Personal Injury			INCLUDE	INCLUDE		
- Liquor Law			INCLUDE			
- Host Liquor						INCLUDE
Auto Liability	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
- Owned	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Hired	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Non-Owned	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess Umbrella Liability*	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$ 5,000,000	\$1,000,000
NYS Disability Benefit **	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Worker's Compensation **	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
& Employer's Excess Liability	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED
Owners Contractors Protective	\$1,000,000					
Professional Liability		\$1,000,000				

*The comprehensive/commercial general liability limits can be met by one or more policies or in combination with an excess and/or umbrella liability policy. The COI must indicate if the coverage trigger is an 'occurrence' form or a 'claims-made' form.

** NYS Work Comp Board requires special certificates of insurance for these coverages. WC needs to be on C-105.2 (9-07) or U-26.3. Any business with a location in NYS must show DB on a DB-120.1(5-06) showing beginning and ending dates or DB-155. Self Employed vendors must use CE-200 to waive WC and DB. Form can be completed on NYS WCB website electronically.

Construction and Maintenance contractors shall carry insurance for a minimum of two years after completion of the work. The expiration date for any claims-made policy must be at least ninety (90) days after the expiration of the contract for services or final delivery of any products. All claims made policies shall continue to provide evidence of coverage three (3) years after completion of work or product delivery.

NOTE: Childcare providers minimum liability coverage is \$1,000,000 and must include sexual abuse coverage, with cancellation notice as provided for in the insurance policy. The naming of Chautauqua County as an additional insured on Day Care insurance is required.

ADDITIONAL TERMS AND CONDITIONS

Amendment. No waiver, modification, or amendment of this Agreement or any part thereof shall be valid unless in writing and duly executed by the parties hereto. A waiver of any breach hereof shall not prevent forfeiture for any succeeding breach.

Assignment. Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any of its right, title, or interest therein, or the power to execute this Agreement, without the prior written consent of the County. (GML Section 109)

Audit. County, itself or through a third party, reserves the right to audit Contractor upon reasonable notice to ensure compliance with this Agreement. Contractor shall fully comply with any such audit.

Binding Agreement. This Agreement shall be binding on the parties, their successors, heirs, and assigns.

Certification. By submitting a claim to County for payment, Contractor certifies: that claims are just, true, and correct; that goods are of the quantity and quality stated and/or that the services were actually performed; that prices are reasonable and in accordance with this Agreement; that no portion of any claim has been paid; that there exist no offsets or counterclaims; and that no tax is included.

Confidentiality. Information relating to individuals who may receive services pursuant to this Agreement shall be confidential and maintained and used only for the purposes intended under this Agreement, in accordance with any applicable State or Federal laws, rules and regulations. If Contractor is a Business Associate of the County as defined by HIPAA, Contractor shall comply with the terms of County's standard Business Associate Agreement, as the same may be amended from time to time, unless otherwise agreed upon in writing by the parties. This requirement shall survive termination of this Agreement.

Conflict. In the event of a conflict between the terms of this Agreement and the terms of any other Contract Document, the terms of this Agreement shall be controlling notwithstanding anything in Contractor's documents to the contrary.

Debarment/Suspension – see County solicitation documents.

Entire Agreement. This Agreement contains the sole and entire Agreement between the parties relating to the services provided hereunder and shall supersede any and all other Agreements between the parties. Any other statements or representations made by

either party are void and have no force or effect.

Force Majeure. The County may terminate or suspend its performance under this Agreement, in whole or in part, immediately upon the occurrence of a "force majeure." A "force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the County which render performance of its obligations impossible.

Guarantee. Contractor shall fully guarantee the quality and workmanship of the services and/or goods provided, and shall represent and warrant that such goods or services meet or exceed all applicable industry standards.

Governing Law. Notwithstanding any statement in this or any other document to the contrary, this Agreement shall be governed by the laws of the State of New York, without regard to its principles on conflicts of law, and any disputes hereunder shall be heard by a court of competent jurisdiction in Chautauqua County, New York, unless this paragraph is physically crossed out and initialed by both parties, or unless the Federal supremacy clause requires otherwise.

Independent Contractor. Contractor is an independent contractor and not an employee, servant, or agent of the County. Contractor shall have exclusive responsibility for the means, manner, and methods of performing its obligations under this Agreement.

Indemnification. Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by Contractor or its subcontractors pursuant to this Agreement. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold County and its officers and employees harmless from any liability, claim, demand, loss, judgment, expense, and cost of every type, amount, and nature, direct and indirect and without limitation, including the costs of defense, arising from Contractor's performance or failure to perform the terms of this Agreement. In the event that this Agreement is funded by Federal or State funds, and County is required to indemnify the funding source(s) of this Agreement, Contractor shall be required to indemnify the funding source to the full extent that County is contractually obligated to do so, to the extent such obligation arises from Contractor's action or failure to act in accordance with this Agreement.

All money expended by County as a result of such claims, actions, damages, losses, expenses, and costs, together with interest at

a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by Contractor to County. Such obligation to the County shall not be construed to negate, abridge or reduce other rights of indemnity which would otherwise exist. This provision shall supersede any other provision in this Agreement, including attachments and referenced items, deemed to be in conflict, unless specifically stated otherwise.

Insurance. Unless waived by the County Attorney or his/her designee in writing, Contractor shall secure and maintain the insurance specified at <http://chautauqua.ny.us/DocumentCenter/View/2401> incorporated by reference as though fully set forth herein, with County named as an additional insured for purposes of coverage on a direct, primary, and non-contributory basis. The insurance afforded the additional insureds shall be at least as broad as that afforded to the first named insured. County as additional insured will be entitled to the limits stated in the contract or the full limits of the policy, whichever is greater. Contractor shall file a certificate of insurance with the County prior to performing pursuant to this Agreement or receiving any payment. Contractor shall provide new insurance certificates when the existing certificates expire, without demand.

Contractor shall immediately forward to County (fax (716) 753-4888) any notice of actual or pending termination, suspension, or non-renewal of insurance. In the event Contractor's insurance expires or is terminated or suspended, County shall have all rights available for breach of contract, and may declare this Agreement to be automatically and immediately terminated effective as of the moment of expiration, termination, or suspension. In addition, County reserves the right to withhold payment to Contractor until such new certificates have been provided and approved. County shall have unlimited access to Contractor's insurance company and policies.

Licenses and Permits. Contractor shall secure and maintain throughout the term of this Agreement all necessary licenses, permits, and other certifications and qualifications required for its performance of this Agreement. Contractor shall immediately notify the County of any notice of, or actual, revocation or restriction of a license, permit, or other certification necessary for its performance of this Agreement. In the event of a revocation which prohibits Contractor from being able to perform this Agreement, this Agreement shall automatically terminate effective as of the moment of such revocation.

ADDITIONAL TERMS AND CONDITIONS

Non-Discrimination. In the performance of this Agreement, Contractor will not discriminate or permit discrimination against any individual or group on the grounds of age, color, creed, disability, domestic violence victim status, handicap, marital status, military status, national origin, political affiliation, predisposing genetic characteristics, race, religion, sex (including gender identity or expression), sexual orientation, or veteran status. Contractor shall comply with County's Title VI (non-discrimination) policy, which can be found at <http://chautauqua.ny.us/DocumentCenter/View/2402>.

Notice of Investigation. Contractor shall notify County in writing within five (5) calendar days of obtaining knowledge of the commencement of any investigation or audit or adverse action against Contractor by any governmental agency, to the extent such audit, investigation, or action relates in any way to contract services.

Payment. Payment will be made upon timely submission by Contractor to County of a properly executed invoice in form and content approved by the Department Head, or a duly authorized subordinate, of the County department requesting services, and accompanied by such fiscal records and documentation as are reasonably requested. By submitting a claim to County for payment, Contractor certifies that: claims are just, true and correct; goods are of the quantity and quality stated and/or that the services were actually performed; that prices are reasonable and in accordance with the Agreement; that no portion of the claim has been paid; that there exist no offsets or counterclaims on this or any other Agreement with the County; and that no tax is included. Contractor acknowledges that County issues vendor payments electronically, and shall complete payment forms as required by the County for that purpose. Electronic Payment Methods forms can be found at: <http://www.co.chautauqua.ny.us/218/Forms-Applications>.

Performance Time. Notwithstanding the stated Agreement date or term, County shall not be obligated to pay for goods or services which are furnished: prior to the date this Agreement is executed by both parties; or during any time when the required insurance is not in place.

Records. Contractor shall keep and maintain records and other documents as required by the Agreement. Contractor shall submit to County upon request such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data that County may request concerning work performed or to be performed under this Agreement. All books and records of Contractor shall be available

upon request for inspection and/or audit and/or copying by the County during the time hereof and for a period of six (6) years hereafter. Contractor shall also comply with audit requirements of third parties, as identified in Contract Documents.

Set-Off Rights. County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the option to withhold for the purposes of set-off any money due to Contractor under this or any other Agreement, up to any amounts due and owing to County with regard to any contract with any Chautauqua County department, office or agency.

Severability. Should any part, term, or provision of this Agreement be determined, by a court of competent jurisdiction, to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be impaired or affected.

Statutory Compliance. Contractor shall perform in accordance with all applicable federal, state, and local laws, rules and regulations, including without limitation any applicable provisions of the Labor Law of the State of New York. All statutory and regulatory provisions applicable to this Agreement are hereby incorporated by reference. Contractor shall provide, at its own expense, all permits, licenses, and certifications required for the performance of its services pursuant to this Agreement and shall be solely responsible for paying any and all fines or penalties incurred as a result of any improper activities.

Subcontracts. Contractor shall: (a) require any subcontractor, agent, volunteer, or other third party (Third Party) performing Agreement services to comply with all applicable Federal, State and Local laws, rules and regulations; (b) adopt and perform such review and inspection procedures as are necessary to ensure compliance by Third Party with this Agreement; (c) require any third party to indemnify County against any and all claims arising out of such Third Party's performance of, or failure to perform, the Agreement, with Contractor assuming such indemnification itself to the extent a Third Party fails to do so; and (d) remain fully obligated under this Agreement notwithstanding its delegation of a Third Party to undertake all or any portion of the performance of this Agreement. Contractor shall inform Third Parties, and require Third Parties to abide by, all relevant provisions of this Agreement.

Survival. The terms and conditions of this Agreement shall survive the expiration of this Agreement to the full extent necessary for

their enforcement and for the protection of the party in whose favor they operate.

Termination Obligations. Upon receipt of notice of termination of this Agreement, Contractor shall cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, unless otherwise directed by County, and shall not incur any new obligations after receipt of the termination notice without written approval of County.

Waivers. Any waiver of a breach of this Agreement shall not be deemed to be a waiver of any preceding or future breach of the same or any other covenant, term, or condition.

Wages and Hours. When applicable, Contractor shall comply with §§220-e and 239 of New York State Labor Law. 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, if this is a public work contract covered by Article 8 of the Labor Law, 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 County of any County-approved sums due and owing for work performed upon the project.

Workers Compensation Coverage. If this Agreement is of such a character that the employees engaged thereon are required to be insured under the workers' compensation law, then, in accordance with General Municipal Law §108, this Agreement is void and of no effect unless the person or corporation making or performing this Agreement shall secure compensation for the benefit of, and keep insured during the life of this Agreement, such employees, in compliance with the provisions of the workers' compensation law.