

OGDENSBURG BRIDGE AND PORT AUTHORITY

FACILITIES COMMITTEE MEETING

THURSDAY, FEBRUARY 17, 2022 – 4:00 PM

A. Ogdensburg International Airport

1. Discussion/Review of EAS Proposals
2. Discussion/Review of OGS Rates and Charges

B. Port of Ogdensburg

1. Acceptance of Railcar Conveyor Bid
2. Discussion of Discussion of NYSDOT Port Rail Grant

Essential Air Service Proposal



Ogdensburg, New York

DOT-OST-1997-2842

February 10, 2022



Air Charter Express is a well established FAR135 air carrier based in Rome, NY. We operate Piper Navajo Chieftain PA-31-350 aircraft configured in either Club class or standard Coach seating for 6-9 passengers. It is our intent to upgrade to turboprop aircraft in 2022.

Our charter clients include well known political figures, high profile entertainers and corporate management and staff that need to go directly to a destination that doesn't have commercial aircraft service.

Air Charter Express was purchased in July 2021 by three well seasoned airline management partners with over 90 years combined experience in flight and ground operations of both scheduled and supplemental FAR 121 carriers.

Air Charter Express is in the process of applying for a Commuter endorsement to be added to our certificate. With our experience in small towns and airports with no commercial service we can provide towns like Ogdensburg with personalized service to provide the "hometown airline" feel to our operations and not just be another dot in a nationwide route map.



Air Charter Express currently operates a fleet of PA-31-350-Piper Navajo Chieftains. These aircraft can hold up to 9 passengers. All of our pilots have a minimum of 1500 hours as pilot in command and have operational experience cross the entire lower 48 as well as Alaska.





Our proposal would be flown in a 9 seat Piper Navajo Chieftains. The term would be two years. We would operate 12 weekly round trip flights from OGS-ALB. We would also consider adding a OGS-SYR as our scheduled route so that the people living in the area would have an additional flight option.

Contact information:

Air Charter Express
113 Penny Lane
New Freedom, PA 17349

Robert Lowe
717-877-6087
Rlowe63778@aol.com

Diane Clark
305-332-5429
Diane.clark2020@gmail.com



Option 1: 12 Weekly Nonstop Roundtrip OGS-ALB (2 Daily RTs)

Operations

Scheduled Flights	1,248
Scheduled Block Hours	874
Scheduled Seats	11,232
Price Per Round Trip	\$ 2,600.00
Annual Price	\$1,622,400.00
Year Two	\$1,703,520.00

Essential Air Service Proposal



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About Boutique Air

Our Story

Headquartered in San Francisco, California, Boutique Air has been in operation since 2007. We began by flying fire surveillance missions for the U.S. Forestry Service and Bureau of Land Management. We evolved to provide air charter services across the west coast with our fleet of Pilatus and Cessna aircraft. As a charter operator we have received certifications from both industry-leading safety organizations, ARG/US and Wyvern. Boutique Air employs pilots that are highly experienced and hold the most advanced FAA ratings - a key reason for our continued perfect safety record.

In July of 2012, Boutique Air applied for commuter operating authority from the Department of Transportation. We quickly passed tests on financial fitness and management competency, receiving authority for scheduled service in January of 2014. We began flying scheduled service between Los Angeles and Las Vegas in January of 2014.

We have worked to develop effective distribution channels. We have connections in place with all of the major Global Distribution Systems (GDSs), which travel agents use to access the market. You will find us on Worldspan and Galileo (Travelport), Sabre, and Amadeus. In addition, we are on the major Online Travel Agencies (OTAs), including Expedia, Travelocity, Priceline, Orbitz, CheapTickets, and CheapOAir.

EAS Contracts

On April 22, 2014 Boutique Air received its first EAS contract when the DOT selected the airline to provide service between Clovis, New Mexico and Dallas/Ft. Worth, Texas. Since then, we have continued our track record of success and now serve 16 different EAS communities and operate out of 30 different airports. Continuing on this path of successful growth, Boutique Air's most recent community began service to Ironwood, Michigan to Chicago (ORD) and Minneapolis/St. Paul (MSP) in May of 2020.

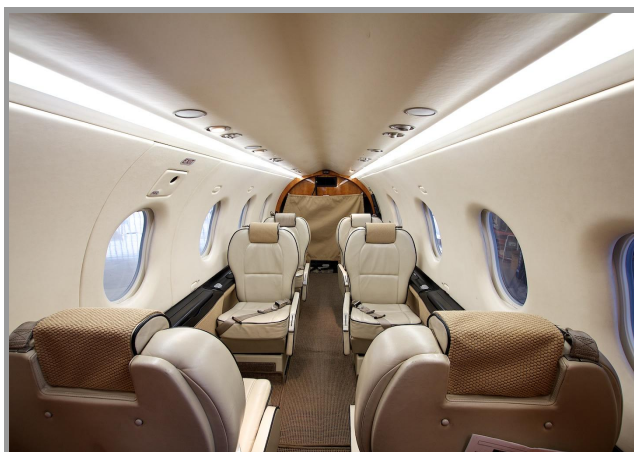
Route Map



Aircraft:

Boutique Air currently operates a modern fleet of Pilatus PC-12 and Beechcraft King Air 350 aircraft. All flights are flown by Captains with over 1,200 hours of flight experience and an instrument rating. While we are certified to fly single pilot we opt to fly with a two pilot crew. Boutique Air ensures pilots provide a level of customer service beyond that of normal commercial airlines.

- 8 Passenger Executive Configuration or 9 Passenger Commuter Configuration
- Pressurized Cabin
- Power Outlets
- Enclosed Lavatory



Proposal

Overview

Our proposals would be flown in eight or nine-seat, modern, pressurized Pilatus PC-12 aircraft. We have proposed two or four year options for the community to consider.

In order to increase brand recognition in the communities, Boutique Air will spend at least \$20,000 per year in each market if it is selected for advertising & marketing to help ensure that air service for the community is a success. We will utilize a combination of radio, print, billboard, TV, and internet advertising.

Note on Service Start Date

Boutique Air will begin service 60-90 days after the DOT issues the order selecting Boutique Air as the EAS carrier. Boutique air will start service as early as operationally possible.





Pilot Career Pathway Program

In January 2020 Boutique Air was proud to be a partner in the United Airlines Aviate Program. The AVIATE Program provides a unique opportunity for aviators to accelerate their journey from Commercial Pilot at Boutique Air to a job in the cockpit of United Airlines.

United Airlines Interline and Codeshare Agreement

Boutique Air launched an interline and codeshare agreement with United Airlines on May 1, 2017. Customers now have flow-through ticketing and baggage capabilities for those flights that connect with United Airlines.

American Airlines Interline Agreement

In addition Boutique Air has an interline agreement with American Airlines as of August 7, 2019. Passengers will be able to book through United.com and AA.com and connect with any of United or American flights.

Below are screenshots of our current service as reflected on United and American Airlines websites both domestic and international.

United.com: Massena, NY to Orlando, FL

From Massena, NY, US (MSS) To Orlando, FL, US (MCO)

Departure date: Dec 01, 2020 Return date: Add return date Search by: Price Award travel [Update](#)

[Advanced search](#)

Departure: Massena, NY, US → Orlando, FL, US

Fares are for the entire one-way trip, per person, and include taxes and fees. Additional bag charges may apply.

Sat 11/28 \$110	Sun 11/29 \$110	Mon 11/30 \$110	Tue 12/1 \$110	Wed 12/2 \$110	Thu 12/3 \$110	Fri 12/4 \$110
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With stops **\$110** Choose connecting airports [Show fare type comparison](#)

Sort flights by: **Best match**

Depart	Arrive	Stops	Duration	Economy (lowest price)	Economy (fully refundable)	First (2-cabin, lowest)
6:20 am	12:20 pm	1 stop	6h	\$110	\$609	\$249

Includes Travel Operated By Boutique Air

[Select](#) [Select](#) [Select](#)

4 tickets left at this price 4 tickets left at this price

AA.com: Massena, NY to Miami, FL

Depart Massena, NY to Miami, FL
Thursday, October 1, 2020

American Airlines flights may be listed first.

[Product comparison](#)

Lowest Fare Flexible < Tue, Sep 29 \$ 135 Wed, Sep 30 \$ 134 **Thu, Oct 01 \$ 137** Fri, Oct 02 \$ 137 Sat, Oct 03 \$ 132 >

Sort by: Relevance

[Main Cabin](#) [First](#)

MSS	MIA		
6:20 AM	→	6:35 PM	12h 15m 1 stop
MSS - BOS	48 861	PL2-Pilatus PC-12	
BOS - MIA	AA 1170	738-Boeing 737	

[One way \\$ 231](#)
3 seats left

Not available



Community Input

Shortly after the bids are complete, Boutique Air will schedule meetings with airport and/or city officials. This will allow us to answer any questions and provide additional information.

While we can't promise we will be able to implement everyone's suggestions, we welcome feedback from the community, as well as anyone who may have an interest in the proposed flights. What we can promise is that we will listen to your feedback, and give it the attention and consideration it deserves.

With respect and appreciation,

Shawn Simpson
CEO



Ogdensburg, NY to Boston and Baltimore

Option 1: 18 Nonstop RTs (11 BOS / 7 BWI)

Scheduled Flights	1,872
Completed Flights (98%)	1,835
Scheduled Block Hours	2,652
Scheduled Seats	14,976
Scheduled ASMs	3,908,736
Revenue	
Passengers	12,730
Average Fare	\$59
Fare Revenue	\$751,046
Total Revenue	\$751,046
Expenses	
Fuel	\$891,456
Ownership	\$860,000
Maintenance	\$1,960,240
Crew	\$634,754
Airport Rent	\$315,682
Landing Fees	\$204,795
Staff	\$290,000
Insurance	\$20,000
Marketing	\$20,000
Other Indirect Costs	\$218,000
Total Costs	\$5,414,928
Profit Element	\$270,746
Margin	5.0%
Total Annual Subsidy Year 1	\$4,934,628
Total Annual Subsidy Year 2	\$5,033,320



Ogdensburg, NY to White Plains, NY and Baltimore

Option 2: 18 Nonstop RTs (11 HPN / 7 BWI)

Scheduled Flights	1,872
Completed Flights (98%)	1,835
Scheduled Block Hours	2,652
Scheduled Seats	14,976
Scheduled ASMs	3,908,736
Revenue	
Passengers	12,730
Average Fare	\$59
Fare Revenue	\$751,046
Total Revenue	\$751,046
Expenses	
Fuel	\$901,456
Ownership	\$860,000
Maintenance	\$1,960,240
Crew	\$628,933
Airport Rent	\$324,182
Landing Fees	\$164,125
Staff	\$315,120
Insurance	\$20,000
Marketing	\$20,000
Other Indirect Costs	\$244,000
Total Costs	\$5,438,057
Profit Element	\$271,903
Margin	5.0%
Total Annual Subsidy Year 1	\$4,958,913
Total Annual Subsidy Year 2	\$5,058,091

**GRANT AGREEMENT BETWEEN THE
U.S. DEPARTMENT OF TRANSPORTATION
AND GREENVILLE MID-DELTA AIRPORT, IN ASSOCIATION WITH THE
COMMUNITY OF GREENVILLE, MISSISSIPPI, UNDER THE ALTERNATE
ESSENTIAL AIR SERVICE PROGRAM
CDFA 20.901 FAIN: 69A3452260510
DOCKET #: DOT-OST-2008-0209**

WHEREAS, the Greenville Mid-Delta Airport (hereinafter referred to as the Recipient), serving the Essential Air Service (EAS) eligible community of Greenville, Mississippi, has submitted an application for participation in the Alternate Essential Air Service (AEAS) Program (June 1, 2021), and the U.S. Department of Transportation (DOT) has approved that application by Order 2020-7-18 (July 28, 2021). NOW, THEREFORE, DOT, acting for the UNITED STATES, presents this Grant Award and Agreement to the Recipient for \$12,181,884 for Alternate Essential Air Service at the community for the 48-month term, payable in an amount not to exceed \$2,933,615 for the first year, \$3,006,956 for the second year, \$3,082,130 for the third year, and \$3,159,183 for the fourth year, subject to the availability of funds. This Grant Agreement shall be effective October 1, 2021. Unless otherwise defined in this Grant Agreement, capitalized terms shall have the meanings assigned to such terms in Section D hereof.

THIS GRANT AWARD AND AGREEMENT IS MADE ON AND SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

A. GENERAL CONDITIONS

1. The eligibility of Greenville, Mississippi for financial assistance under the AEAS Program shall be contingent upon its continued eligibility for subsidized EAS under 49 U.S.C. § 41731 and the Recipient's compliance with this Agreement and other statutory requirements.
2. The Recipient will forgo participation in the traditional EAS Program for a 48-month period, from October 1, 2021, through September 30, 2025, except as otherwise prescribed in section B.3.d.
3. The Recipient will contract with a public charter operator operating under 14 CFR Part 380 to provide air transportation to Dallas/Fort Worth International Airport (DFW), Nashville International Airport (BNA), or an alternate large- or medium-hub airport designated by the community. The maximum obligation of the United States reimbursable under this Grant Agreement shall be \$12,181,884, payable in an amount not to exceed \$2,933,615 for the first year, \$3,006,956 for the second year, \$3,082,130 for the third year, and \$3,159,183 for the fourth year, subject to the availability of funds.
4. Payment by the United States for AEAS will be made pursuant to and in accordance with the provisions of such regulations and procedures as DOT may prescribe, including, without limitation, 2 CFR Parts 200 and 1201.

5. The Recipient, including any third parties, shall provide AEAS without undue delays and in accordance with the terms hereof and pursuant to any regulations and procedures as DOT may prescribe.
6. This Grant Award constitutes an obligation of Federal funding, in the amount of \$2,933,615 for the first year, \$3,006,956 for the second year, \$3,082,130 for the third year, and \$3,159,183 for the fourth year, subject to the availability of funding. This Grant Award shall expire and the United States shall not be obligated to reimburse any part of the costs of the project unless the Recipient signs this Grant Agreement as of **October 1, 2021**, or such subsequent date as may be prescribed in writing by DOT. If the Recipient makes any substantive changes to this Grant Agreement, such changes shall constitute amendments to this Grant Agreement and further action on the part of DOT is required in order for DOT to accept such amendments to the initial grant award obligation. If a signed version is not returned to DOT without modification by the Recipient on or before **October 1, 2021**, DOT may unilaterally terminate this Grant Agreement. The period of performance for this Grant Award is October 1, 2021, through September 30, 2025.
7. The Recipient shall take all steps, including litigation, if necessary, to recover Federal funds when DOT determines, after consultation with the Recipient, that such funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner in any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or disbursed by the Recipient that were originally paid pursuant to this Grant Agreement.
8. The Recipient shall retain all documents relevant to the Grant Award and Agreement for a period of three (3) years after air service undertaken pursuant to the Grant Agreement and receipt of final reimbursement from the U.S. Treasury, whichever is later. It shall furnish DOT, upon request, all documents and records pertaining to the determination of the amount of the Federal funds or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Recipient, in court or otherwise, involving the recovery of such Federal funds shall be approved in advance by DOT.
9. The United States shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.
10. The Recipient shall ensure compliance with Federal regulations requiring conduct of a Federally-approved audit of any expenditure of funds of \$750,000 or more in a year in Federal awards.
11. The provisions of 2 CFR parts 200 and 1201 apply to this award. Sections 200.318 to 200.327 (Procurement Standards) as implemented and modified by 2 CFR 1201, shall apply to the extent that the Recipient procures property and services in carrying out AEAS.
12. This award is not for research and development.
13. The Recipient shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

B. APPLICATION OF SPECIFIC CONDITIONS

1. Recipient: Greenville Mid-Delta Airport, as the Recipient under the AEAS Program, shall administer the Grant according to the conditions set forth in this Grant Agreement.

Primary Recipient Contact:

Mr. Samuel L. Washington
Airport Director
Greenville Mid-Delta Airport
166 Fifth Avenue
Suite 300
Greenville, MS 38703
Office: 662-334-3121
Cell: 662-378-6513
Email: swashington@greenvillems.org
DUNS Number: 067723437
TIN Number: 64-6000394

Secondary Recipient Contact:

Mrs. Amelia D. Wicks
City Clerk
City of Greenville
P.O. Box 897
Greenville, MS 38702
Office: 662-345-1597
Email: awicks@greenvillems.org

2. Purpose: For the Recipient to contract with a public charter operator operating under 14 CFR Part 380 to provide air transportation from the Community to Dallas/Fort Worth International Airport (DFW), Nashville International Airport (BNA), or an alternate hub airport designated by the community. The Grant Award will comprise reimbursement of costs incurred per completed flight segment for a period of 48 months, as set forth in Section B.3, below.
3. Alternate Essential Air Service:
 - a. The public charter operator operating under 14 CFR Part 380 shall contract with a direct air carrier using 30-seat Embraer ERJ-135 aircraft, or equivalent twin-engine aircraft.
 - b. The public charter operator operating under 14 CFR Part 380 shall contract with a direct air carrier that will provide equivalent service with substitute aircraft in the event of mechanical problems or other unforeseen circumstances.
 - c. The public charter operator shall disclose in its solicitation materials for this Alternate EAS community that the flights are public charters, and consistent with 14 CFR 380.30(a), (i) the name of the public charter operator; and (ii) the name of

the direct air carrier that directly engages in the operation of the aircraft for the public charter flight.

- d. Subsidy is to be calculated as follows: the yearly grant amount (\$2,933,615 for year 1, \$3,006,956 year 2, \$3,082,130 for third 3, and \$3,159,183 for year 4 year) divided by 1,236 (the number of scheduled annual flight segments (1,248) multiplied by the flight completion factor of 99 percent).
- e. In the event of early termination of the contract with the public charter operator by the Recipient, the Recipient shall immediately notify DOT whether it intends to continue to maintain its link to the national air transportation system through AEAS by finding a new air carrier to provide the service described herein for the remainder of this Grant Agreement's term or to re-enter the traditional EAS program.
- f. Subject to the terms set forth in this Grant Agreement, DOT reserves the right to terminate the Grant Agreement, and DOT's obligations hereunder, on 30 days' prior written notice, unless otherwise agreed between the Recipient and DOT, if the Recipient does not meet the conditions and obligations specified under this Grant Agreement, and/or DOT determines that termination is in the public interest.
- g. Either party may seek to amend or modify this Grant Agreement on 30 days' prior written notice to the other party. The Grant Agreement will be amended or modified only on mutual written agreement by both parties.
- h. Upon termination or expiration of this Grant Agreement, DOT will retain any remaining unliquidated funds.

4. Reimbursement:

- a. Allowable Maximum: All payments by DOT to the Recipient for AEAS at the community will be made on a reimbursable basis and shall not exceed \$2,933,615 for the first year \$3,006,956 for the second year, \$3,082,130 for the third year, and \$3,159,183 for the fourth year.
- b. Completed Flight Segments: Such payments shall be based on invoices submitted by the Recipient documenting completed flights and previously agreed upon subsidy-per-flight calculations as described in Section B.3.c above, at \$2,373 per completed flight segment (year 1), \$2,433 (year 2), \$2,494 (year 3), and \$2,556 (year 4).
- c. Requirements:
 - i. **The Sponsor shall pay the costs associated with the Grant Project prior to seeking reimbursement from DOT.** To receive reimbursements for completed flight segments, the Recipient must first submit to DOT documentary evidence of expenditures. DOT will review the documentary evidence of expenditures provided by the Recipient and will promptly process appropriate reimbursements to the Recipient. DOT will reimburse the Recipient on a monthly basis for all valid expenditures submitted in accordance with Section 3 above.
 - ii. All reimbursement requests to DOT shall include sufficient documentation to justify reimbursement of the Recipient, including invoices and proof of payment of the invoice. DOT may reduce individual subsidy payments if

demonstrated expenditures do not match or exceed the subsidy amount. **NOTE:** Expenditures incurred by third parties are not directly reimbursable to such third parties under this grant program. The Recipient **must have paid all costs** associated with eligible invoices, including costs incurred by third parties, prior to seeking reimbursement from the Department. The Recipient may **not** seek reimbursement from the Department in any case where a third party (such as, but not limited to, an Economic Development Board, a Visitors' Bureau, or a Chamber of Commerce) has paid for such services instead of the Sponsor. In seeking reimbursements, grant recipients must provide invoices or other evidence of the expenditure, details about the expenditure and how it relates to the grant project, and evidence of payment. In addition, the Recipient is required to certify that each invoice is relevant to the authorized grant project and has been paid. In addition, for grants involving marketing of services conducted under an air service contract or revenue guarantee, the Sponsor may seek reimbursement only for marketing activities that are market-specific to the city pairs shown in the air service agreement or revenue guarantee with the air carrier, and not for general marketing of the city or airport at issue in this Grant Agreement. Specifically, all marketing materials that are for route-specific grants must display the destination city and/or airport name.

iii. The Department will consider reimbursement of certain specific fixed line-item costs for non-completed flights at Greenville Mid-Delta Airport (e.g. for airfield construction that leads to an extended closure of runway(s)). Such requests must be directly related to fixed auditable expenses incurred despite the flights being cancelled. Any such invoice from the air carrier must be paid by the Grantee before submitting to the Department for review and reimbursement. Reimbursement under this Agreement, including for any such fixed auditable expenses, will not exceed \$244,468 per month for the first year of the grant (based on monthly maximum as varied in the grant application/agreement), \$250,580 per month for the second year of the grant, \$256,844 per month for the third year of the grant, and \$263,265 for the fourth year of the grant.

- iv. At the expiration or termination of the grant, unused grant funds may be deobligated from this grant and retained by DOT.
- v. No reimbursement by DOT will be made until the Recipient has provided DOT with a copy of the air service contract, revenue guarantee, subsidy, or other such agreement between the Recipient and air carrier(s).
- d. DOT will not reimburse the Recipient for any expenses incurred before the execution of this Grant Agreement.
- e. DOT will not reimburse the Recipient for any expenses incurred after the expiration or termination of this Grant Agreement.
- f. The Recipient shall ensure that reimbursements provided by DOT are not misappropriated or misdirected to any other account, need, project, line-item, or the like.

- g. All requests for reimbursements shall be made by the Recipient within 60 calendar days of the relevant expenditures.
5. Reports: The Recipient shall provide an annual report to DOT at the end of each 12-month period. The report shall include a narrative encompassing (a) total revenue enplanements and deplanements by each fiscal year (October to September), and (b) successes the Grantee realized from the air service provided for under this Grant. Annual reports are due to the Department by January 31 of each year.
6. Recipient Obligations:
- a. The Recipient shall, within 15 calendar days after their execution, provide DOT with a copy of all agreements executed between the Recipient and any air carriers, or other parties related to the Recipient's AEAS. The Recipient shall, within 15 calendar days after execution, also provide DOT with notice of any amendment to, or termination of such agreements. The Recipient shall ensure that all agreements entered into with third parties regarding this grant are consistent with this Grant Agreement and the documents incorporated by reference into the Grant Agreement.
 - b. The Recipient shall ensure that the obligations set forth in this Grant Agreement are met. Failure to do so may result in termination of the Grant Agreement by DOT.
 - c. The Recipient shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements, including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

C. ASSURANCES

The Sponsor shall execute the attached assurances and certifications (Assurances) in conjunction with its signing of this Grant Agreement and shall ensure compliance by the Grant Recipient with these Assurances and any amendments or modifications thereto. The Assurances are integral parts to this Grant Agreement and are deemed to be incorporated by reference into this Grant Agreement.

D. DEFINITIONS

Agreement: Any written contract or obligation between the Recipient and/or all parties identified in the application for AEAS.

Application or AEAS Application: The complete document submitted by the Recipient to DOT in Dockets OST-1997-2761 and OST-2004-18715, including any amendments.

Assurances: This term shall have the meaning ascribed to it in Section C of this Grant Agreement.

Community: All parties identified in the Grant Application as participating in AEAS, including the Recipient.

DOT: United States Department of Transportation.

Execution of Grant Agreement: Signing of the written Grant Agreement by DOT and the Recipient.

Grant Agreement: The written agreement between DOT and the Recipient for Alternate EAS, incorporating by reference (a) all attachments and exhibits to this Grant Agreement, including the Assurances, in their entireties; (b) the Grant Application, except to the extent inconsistent with the terms of this written agreement; and (c) the original application filed on June 1, 2021, in Dockets DOT-OST-2008-0209 and DOT-OST-2004-18715, including any amendments.

Grant Application: The complete document submitted to DOT by the Community in Docket DOT-OST-2008-0209 and DOT-OST-2004-18715, including any amendments.

Grant Recipient/Recipient: Community receiving Alternate EAS, including the Recipient.

Passenger Seat Flown: The number of seats on the aircraft flown under this AEAS Grant Agreement regardless of whether there is a passenger in the seat.

Party: DOT and/or the Recipient, as the context indicates.

The Alternate Essential Air Service (AEAS) Program: One of the *Community and Regional Choice Programs* originally established under Vision 100—The Century in Aviation Reauthorization Act, P.L. 108-176, and codified in 49 U.S.C. § 41745.

Recipient Obligations

Responsibilities of the Sponsor under this Grant Agreement and those documents incorporated by reference into the Grant Agreement as set forth above (see definition of Grant Agreement).

Recipient: A government entity and legal sponsor of the Grant Recipient that agrees pursuant to this Grant Agreement to administer and oversee implementation of this Grant Agreement and the fulfillment of the authorized Alternate EAS.

GRANT AWARD

This Grant Award and Agreement is made in accordance with Title 49 U.S.C. §§ 41731 - 41745 and is subject to the terms and conditions of this Grant Agreement and the Assurances attached hereto and incorporated herein.

Executed as of the 27th day of July, 2021

(SEAL)


United States Department of Transportation

By: 

Joel Szabat
Deputy Assistant Secretary
for Aviation and International Affairs

ACCEPTANCE

The undersigned Recipient agrees to accomplish Alternate Essential Air Service in compliance with the terms and conditions of this Grant Agreement and the Assurances attached hereto and incorporated herein.

Executed as of the day of 

(SEAL)

Greenville Mid-Delta Airport
Greenville, Mississippi

By: 

Signature of Recipient's Designated Official Representative

Ernie D. Simmons
Printed Name

Mayor
Title

Attest: 

Title: City Clerk

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Andrew N. Alexander III, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is a government entity empowered to enter into the foregoing Grant Agreement under the laws of the State (or Commonwealth) of Mississippi. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State (or Commonwealth) and Title 49 of the U.S. Code. In addition, for grants involving projects to be carried out on property not owned by the Sponsor or where Sponsor may make payments to others, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement, including the Assurances, constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Andrew N. Alexander III
Signature of Sponsor's Attorney

Andrew N. Alexander III
Printed or Typed Name

8/23/52
Date

662-329-7188
Telephone

ATTACHMENT B

GRANT ASSURANCES

TITLE VI ASSURANCE

(Implementing Title VI of the Civil Rights Act of 1964, as amended)

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED
PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL
FINANCIAL ASSISTANCE**

**(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities
Act, as amended)**

49 C.F.R. Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Grant Application and by entering into the Grant Agreement under the Alternate Essential Air Service Program (AEAS), the Recipient (also herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), the Recipient is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted AEAS Grant program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the AEAS Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer

of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-Recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, sub-Recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing DOT's access to records, accounts, documents, information,

facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by DOT. You must keep records, reports, and submit the material for review upon request to DOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the AEAS Grant Program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, sub-Recipients, contractors, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in the AEAS Grant Program.

APPENDIX A

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 (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, 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 will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or DOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the

facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by DOT. You must keep records, reports, and submit the material for review upon request to DOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the AEAS Grant Program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, sub-Recipients, contractors, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in the AEAS Grant Program.

APPENDIX A

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1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, 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 will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or DOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the

information, the contractor will so certify to the Recipient or DOT, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or DOT may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or DOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

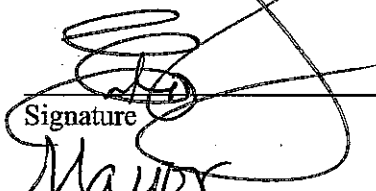
During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:


Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act

of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898 (as amended by Executive Order 12948), Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq*).



Signature


Title
City of Greenville for Greenville Mid-Delta Airport

Grant Recipient

09/07/2021

Date

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
OFFICE OF AVIATION ANALYSIS

CERTIFICATION REGARDING INFLUENCING ACTIVITIES

Certification for Contracts, Grants, Loans,
and Cooperative Agreements

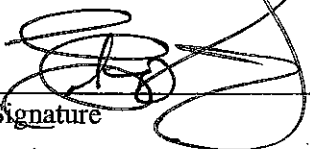
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Influencing Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature

09/07/2021

Date

Mayor

Title

City of Greenville for Greenville Mid-Delta Airport

Grant Recipient

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
OFFICE OF AVIATION ANALYSIS**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
IN THE PERFORMANCE OF AEAS PURSUANT TO GRANT AWARD UNDER THE AEAS GRANT PROGRAM**

- A. The grant recipient certifies that it will, or will continue, to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grant recipient's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grant recipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of work supported by the grant award be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment supported by the grant award, the employee will--
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of conviction. Employers of convicted employees must provide notice, including position title, to the Office of Aviation Analysis. Notice shall include the order number of the grant award;
 - (f) Taking one of the following actions, within 30 days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted--
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

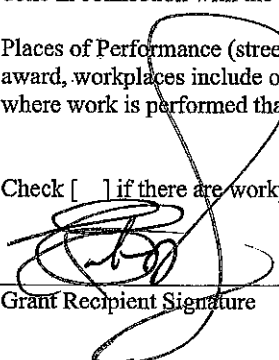
B. The grant recipient *may*, but is not required to, insert in the space provided below the site for the performance of work done in connection with the specific grant.

Places of Performance (street address, city, county, state, zip code). For the provision of air service pursuant to the grant award, workplaces include outstations, maintenance sites, headquarters office locations, training sites and any other worksites where work is performed that is supported by the grant award.

Check if there are workplaces on file that are not identified here.

Grant Recipient Signature

Date



09/07/2021

OFFICE OF THE SECRETARY OF TRANSPORTATION

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS**

2 C.F.R. Part 1200, 2 C.F.R. Part 180

Instructions for Certification

1. By entering in the AEAS Grant Agreement and signing below, the Sponsor is providing the assurance and certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Sponsor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Sponsor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the Sponsor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The Sponsor shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the Sponsor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Sponsor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, unless authorized by the department or agency entering into this transaction.
7. The Sponsor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," available from the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its

principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters --
Primary Covered Transactions**

- (1) The Sponsor certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this Grant Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the Sponsor is unable to certify to any of the statements in this certification, such Sponsor shall attach an explanation to this proposal.


Name

Mayor
Title

City of Greenville
Affiliation

09/07/2021
Date

**OFFICE OF THE SECRETARY OF TRANSPORTATION
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED
TRANSACTIONS**

Instructions for Certification

1. By entering into the AEAS Grant Agreement and signing below, the Sponsor is providing the assurance and certification set out below.
2. The certification required by a prospective lower tier participant is a material representation of fact upon which reliance is placed when a transaction is entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which the certification is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant shall agree that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant shall further agree that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

By entering into the AEAS Grant Agreement and signing below, the Sponsor is providing the assurance set forth in paragraphs (1) and (2) below.

(1) The Sponsor shall ensure that any prospective lower tier participant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Grant Project by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in the certification, the Sponsor shall ensure that such lower tier prospective participant attaches an explanation to the certification.


Name

Mayor
Title

City of Greenville
Affiliation

09/07/2021
Date



*Proposed Rates and Charges
Rates as of 01 April 2022*

COMMERCIAL AVIATION

Signatory EAS Rates

	<i><=Cessna</i>	<i>> Cessna</i>	
	<u>402</u>	<u>402</u>	
Base Rent	\$100	\$100	per turn
Ramp Charges	\$70	\$135	per turn
Terminal Charges	\$100	\$165	per turn plus 5.45% of utilities
Office Rent (1 office)	\$30	\$30	per turn
In To Plane Fee	\$175	\$175	If OGS is handling fuel inventory
GSE Storage	\$1,500	\$1,500	Flat fee per month plus 51% of electricity billing for 1/2 of building

Subsequent Annual Increases based on CPI increase

Non-Signatory

	<i><=Cessna</i>	<i>> Cessna</i>	
	<u>402</u>	<u>402</u>	
Base Rent	\$100	\$100	per turn
Ramp Charges	\$80	\$145	per turn
Terminal Charges	\$125	\$185	per turn
Office Rent (1 office)	\$40	\$40	per turn
In To Plane Fee	\$185	\$185	If OGS is handling fuel inventory
	As Negotiate	As Negotiated	

Subsequent Annual Increases based on CPI increase

Commercial Airline Ramp Fees

Category	(per 1 to 12 hour period)	Aircraft Class Categories
1	\$15	1-20 seats
2	\$55	21-90 seats
3	\$90	91-200 seats
4	\$180	201+ seats

Aircraft parked on the ramp for other than turns or scheduled RON

GENERAL AVIATION

	<u>RON*</u>	<u>Ramp Fee**</u>	<u>Min. Fuel Purchase</u>
Small Helicopter	\$20	\$25	25
Large Helicopter	\$30	\$50	50
Light Piston	\$20	\$0	0
Twin Piston	\$30	\$70	70
Turbine	\$75	\$100	100
Light Jet	\$75	\$200	150
Medium Jet	\$100	\$250	200
Heavy Jet	\$125	\$300	300
Super Heavy Jet	\$150	\$400	400

*Remain Over Night-from 8 pm-8 am

**Waived if purchasing minimal fuel



*Proposed Rates and Charges
Rates as of 01 April 2022*

LANDING FEES

Based on Maximum Gross Takeoff Weight. \$2 per 1,000 lbs.

Transient Traffic

Small Helicopter			\$0
Large Helicopter			\$0
Light Piston	0	5,999	\$0
Twin Piston	6,000	8,999	\$2.00/1,000 lbs.
Turbine	9,000	10,999	\$2.00/1,000 lbs.
Light Jet	11,000	19,999	\$2.00/1,000 lbs.
Medium Jet	20,000	34,999	\$2.00/1,000 lbs.
Heavy Jet	35,000	59,999	\$2.00/1,000 lbs.
Super Heavy Jet	60,000	300,000	\$2.00/1,000 lbs.

BUILDING RENT

GSE Building (Signatory) \$1,500 per month for 1/2 space plus 51% electricity billing
GSE Building (Non Signatory) As Negotiated

T-Hangar \$215 per month plus 1 month security deposit
Terminal Hold Room As Negotiated

LAND RENT

Tie Down \$60 per month on General Aviation Ramp
Land to build hangars As Negotiated

SECURITY FEES

Note: There is no badge fee for GA tenants

Initial Badge Fee	\$75
Late Badge Fee	\$50
Lost Badge Fee	\$40
Lost Key Fee	\$100 plus cost of re-key (if necessary)

OTHER FEES

After Hours Call In Fee (minimum 2 hours) (between 8:00pm and 8:00 am)
Airport Tenant \$25 per hour per OBPA personnel
Private Aircraft \$75 per hour per OBPA personnel
Corporate Aircraft \$250 per hour per OBPA personnel
(Used if personnel are called in for traffic)
Personnel Fee \$70 per hour, minimum 2 hours
(Charged if OBPA personnel are used for tenant work or escorts)

Catering 20% surcharge



Signatory Airlines Rates and Charges
Rates as of 01 April 2022

	<u><=Cessna 402</u>	<u>>Cessna 402</u>	
Base Rent	\$100	\$100	per turn
Apron Charges	\$70	\$135	per turn
Terminal Charges	\$100	\$165	per turn plus 5.45% of utilities
Office Rent (1 office)	\$30	\$30	per turn
In To Plane Fee	\$175	\$175	if OGS is handling fuel inventory
GSE Storage	\$1,500	\$1,500	flat fee per month plus 51% of electricity billing

Subsequent Annual Increases based on CPI increase

Security Fees

Initial Badge Fee	\$75
Late Badge Fee	\$50
Lost Badge	\$40
Lost Key	\$100 plus cost of re-key (if necessary)

Contact Information:
Stephanie L. Saracco AAE
Airport Manager
5840 State Highway 812
Ogdensburg, NY 13669
(315) 869-2676

REVISIONS		BY	DATE
NO.	DESCRIPTION		

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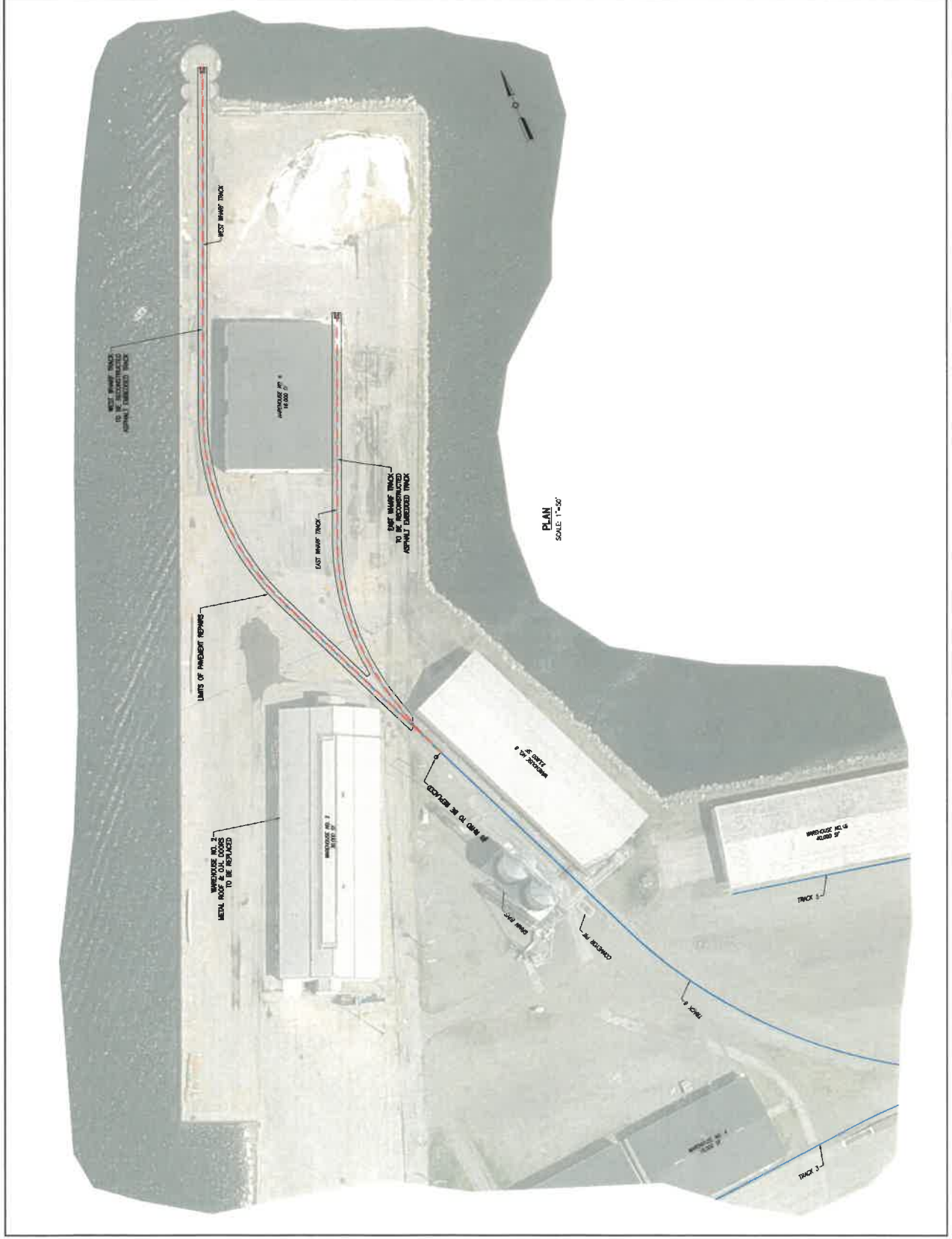
CLIENT

OGDENSBURG BRIDGE & PORT AUTHORITY

PROJECT NAME
PORT OF OGDENSBURG MARINE TERMINAL IMPROVEMENTS PHASE 1

DRAWING TITLE
CONCEPT PLAN

SCALE	DATE
AS NOTED	4/7/21
DESIGNED BY	DRAWN BY
D. ELIAS	
P.I.N.	E.I.A. PROJECT NO.
N/A	18085.00
SHEET NO.	DRAWING NO.
1 of 1	P-1



PART C: PFRAP PROJECT LOCATION

FACILITY NAME:

The Port of Ogdensburg Marine Terminal

FACILITY ADDRESS (if applicable):

Paterson Street

PROJECT COMMUNITY:

Village / Town / City:

Ogdensburg

Zip Code:

13669

PROJECT COUNTY:

Use Control and Shift keys to select multiple counties.

Oswego

Otsego

Putnam

Queens

Rensselaer

Richmond

Rockland

St. Lawrence

Saratoga

PROJECT COORDINATES:

Provide approximate mid-point for linear projects. You can obtain Latitude and Longitude data from [Google Maps](#) by clicking any point on the map. All Longitude figures should be negative.

Latitude:

44.706887

Longitude:

-75.486525

PROJECT LIMITS: For linear projects, provide begin and end locations:

From:

To:

PART D: PFRAP PROJECT DESCRIPTION AND JUSTIFICATION

PROJECT TYPE:

Port Infrastructure

PROJECT STATUS:

Planning

FULL DESCRIPTION OF PROPOSED PROJECT: Concisely describe the project, indicating the location, what will be planned, designed, and / or constructed, the issues or opportunities to be addressed, and expected outcomes and deliverables.

The Port of Ogdensburg is a key port on the St. Lawrence River north of Lake Ontario. It is the only U.S. port on the St. Lawrence Seaway and the closest U.S. Great Lakes/St. Lawrence Seaway port to European markets. The Port features a deep-draft commercial harbor located in the City of Ogdensburg, St. Lawrence County. The harbor is a federally maintained project, authorized and completed in 1935. It now services the communities of the upper northeast portion of New York State (NYS) and southern Ontario. As the only U.S. port between Oswego and the Atlantic Ocean, its geographic location presents significant commercial opportunities for the region. The port's proximity to the Ogdensburg-Prescott International Bridge offers all-weather access to Canadian market, while the New York and Ogdensburg Railway (NYOG) connects it to the CSX Transportation Company and the North American rail networks. The port's Marine Terminal features a system of warehouses, storage facilities, railroad tracks, and equipment to facilitate storage and movement of cargo between the St. Lawrence River, NYOG, and the New York State and Interstate Highway Systems. The port, terminal, and NYOG are owned and operated by the Ogdensburg Bridge and Port Authority (OBPA). The proposed project will consist of improvements to two sections of track abutting the harbor and warehouse facilities. It will also consist of needed improvements for one of the Marine Terminal's primary warehouses, Building No. 2.

The scope of the track improvements include:

Saw cut the asphalt beyond end of ties, remove the asphalt covering the track and remove ties, rail and fouled ballast. Install new ballast, ties and minimum 100 LB rail, welding all joints. Remove the old #8 turnout in Track #4 where the East and West Wharf tracks begin and replace with a new 100 LB minimum switch package. Install rubber rail interface on all tracks where pavement has been installed. This will allow handling of modern railcars of 286,000 pounds on the track for on-dock loading and unloading as needed. Consideration will be given during the design phase to installation of concrete track panels for the grade crossing of East and West Wharf tracks just north of the turnout in track #4 to provide a reliable surface for the high-trafficked area to avoid a repetition of the heavy wear to the asphalt at this crossing location.

Remove all existing pavement on the wharf down to the subbase. Replace with all new pavement, so as to provide a safe, level surface for material handling equipment to operate loading and unloading cargo. Restore pavement over the track, paving up to the rubber rail seal on the rails. This will preserve the flangeway and avoid inadvertent damage to the asphalt immediately adjacent to the rails. Welding the joints will eliminate the joints within the paved area and thus eliminate a potential source for asphalt damage because of the joints.

Scope and inspect the 12" CMB drainage system on the wharf (there is also some 15" and 24" pipe as well). It has been over 25 years.

PART D: PFRAP PROJECT DESCRIPTION AND JUSTIFICATION

EXISTING CONDITIONS AND NEEDS:

Describe existing conditions intended to be remedied by this project. Submit photographs, inspection reports, or other supporting documents as necessary to support your application. Applications for bridge or culvert rehabilitation or replacement must include a copy of the most recent inspection report for each structure.

The Port of Ogdensburg is an asset for the region, strategically located to serve markets in southern Ontario and northern NYS. It is a U.S. Customs port-of-entry and foreign trade zone qualified. It offers a full range of marine terminal services including handling bulk, break-bulk, and general cargo, heavy lift capability, stevedoring, intermodal facilities, vehicle scaling, checking and clerking, sanitary ship discharge, ship agent functions, package marking, and storage. The port has intermodal transfer facilities for moving commodities between vessel, rail, and truck. The current cargo base includes inbound and outbound grain and dried distiller's grains. The port is the major supplier of road salt for northeastern NYS. The terminal provides a staging area for wind turbine shipments destined for NYS and Canada. Although the Seaway does not operate from January to March, the Marine Terminal operates in the off-season dispensing salt and facilitating exports by way of the Ogdensburg-Prescott International Bridge and NYOG. These channels link the commodities trade between major economic centers in the U.S. and Canada. The New York & Ogdensburg Railway (NYOG) is a shortline railroad that runs between the Port of Ogdensburg and the CSX junction in Norwood, New York. The 26-mile railroad carries various bulk and non-bulk cargoes, including: plastic pellets, resins, oils, lubricants, fuels, adhesives, chemicals, feed, grain, fertilizers, and minerals. NYOG has hauled wind turbine blades to the Marine Terminal, which operated as a distribution yard. Many of the products delivered on NYOG are trans-loaded to trucks for shipment to plants in southeastern Ontario and western Quebec. Grain and animal feed from Florida, New York, and Canada supply the large agricultural community in northern NYS. The OBPA has actively sought to increase its efficiency and ability to serve clients through modifications to its infrastructure.

Building No. 2 is a 300 ft. by 100 ft. structure built in 1983 and expanded in 1986. It features slab-on-grade construction, reinforced concrete eight-foot concrete exterior walls seated between structural steel columns and supporting a four-foot concrete masonry unit wall façade above, a façade of metal panels, and a metal supporting structure. The building has a high-peaked standing-seam metal roof with interior clear space at the peak in excess of 40 feet. The building is divided into a 100 foot wide by 200 foot long dry bulk storage areas, used to store dried distiller's and other grains. There are also two small piling areas, 40 feet in diameter by 8 feet high, at either side of the north side entry. The building is open, which with the addition of concrete partitions allows division of the space into smaller storage areas if required. The floor load limit is 2,000 psf. The capacity of the major dry storage area within the facility is calculated to be approximately 260,000 - 300,000 cubic feet (28,000 - 33,000 tons) and the piling areas in approximately 11,000 - 15,000 cubic feet (1,100 - 1,500 tons).

PROJECT OBJECTIVE:

Describe what the project is intended to accomplish.

The proposed project is an initial phase of a longer term strategy to supplement the Port of Ogdensburg's value proposition in order to attract additional economic activity to the region. This strategy involves repeatedly removing bottlenecks in the cargo transportation network between NYOG, Ogdensburg Harbor, Marine Terminal, and the NYS and Interstate Highway systems. Streamlining terminal operations to make them fast, efficient, and reliable will better allow it to compete for bigger and more valuable jobs. This will improve economic development in the North Country, specifically in St. Lawrence County and the City of Ogdensburg. In the absence of the proposed project, the current inefficient and limiting Marine Terminal operating conditions will continue to be impaired, resulting in lost business opportunities.

Specifically the proposed project will allow the Port to maintain existing commodity distributor relationships by improving the port's value proposition. This project will replace the old metal roof on the 30,000 square foot Building #2 with a new metal roof and replace the two largest overhead exterior doors. This will restore the building to the dry and tight condition where dry bulk goods such as grain, fertilizer, wood pellets, etc. may be safely stored within the structure without being damaged. Rehabilitating the Wharf tracks will allow handling of modern railcars of 286,000 pounds on the track for on-dock loading and unloading as needed and enhance the paved areas of the Wharf to protect material handling equipment, eliminate damage to asphalt surfaces, and extend the life of the updated project facilities.

PART D: PFRAP PROJECT DESCRIPTION AND JUSTIFICATION

PROJECT ALTERNATIVES:

Describe the methods considered to achieve the project objectives. Submit plans, drawings, reports or other supporting documents, as necessary to support your application and demonstrate project readiness.

The OBPA retained the engineering firm Erdman Anthony to evaluate the potential for improvements to the port's facilities.

The Null Alternative would be to continue as present. The roof of Building #2 will continue to leak and business requiring dry, secure storage will continue to be lost. Only two of the six overhead doors on Building #2 would continue operating. The poor quality of the asphalt surface of the Wharf will continue to deteriorate, eventually becoming a safety hazard as more sinkholes develop. On-dock rail with the ability to handle modern railcars of 286,000 pounds will not be achieved with the existing 80 LB and 90 LB rail.

Alternatives which have been considered include:

There is no alternative to replacing the roof of Building #2. Replacement of all 6 overhead doors on Building #2 was considered, but replacement of two of the non-working doors was deemed to be adequate.

Installation of concrete track panels along the length of both East and West Wharf Tracks as compared to rubber rail seal. This would provide a superior crossing surface for the Material Handling equipment, but this level of rehabilitation exceeds what is needed and the cost to provide the facilities.

Installation of a concrete deck for the Wharf in lieu of asphalt pavement. As discussed above, concerning possible installation of concrete track panels, this would provide a superior operating surface for the Material Handling equipment throughout all the Wharf, but this level of rehabilitation exceeds what is needed and the cost to provide the facilities.

The recommend alternative as proposed in this project will achieve the project objectives as outlined above.

PROJECT SCHEDULE:

Provide a project schedule in months. List all major project milestones, including design, environmental review, permitting and construction.

The anticipated project schedule is dependent on the timing of grant funds. Assuming that funding is awarded in mid-summer 2021 and agreements are in place by mid-fall 2021, the following milestones are anticipated:

- Begin preliminary design: 11/2021
- Complete SEQR: 12/2021
- Begin final design: 2/2022
- Complete plans, specifications and estimate: 6/2022
- Advertise for construction: 7/2022
- Award for construction: 7/2022
- Begin construction: 8/2022
- Complete construction: 5/2023
- Close out project: 7/2023

If funds are awarded sooner, the project can be accelerated accordingly.

PART E: PFRAP PROJECT BUDGET AND FUNDING SOURCES

Provide a budget breakdown for the estimated project costs, including other fund sources such as: local matching funds, current state or federal share (i.e., previous state and/or federal funding awards), and amount of funding requested in this application. The value of any salvaged materials shall be shown as a credit in the estimate.

Use of Funds	Grant Funding Requested	Other State Funds	Federal Funds	Applicant or Sub-recipient Match	Non-Participating Funds	TOTAL
Scoping	\$16,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,200.00
Prelim. Design	\$43,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43,300.00
Final Design	\$43,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43,300.00
Right-of-Way	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vehicles	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction	\$953,681.00	\$0.00	\$0.00	\$129,409.00	\$0.00	\$1,083,090.00
Administration	\$54,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,200.00
Other Type...	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL PROJECT COST	\$1,110,681.00	\$0.00	\$0.00	\$129,409.00	\$0.00	\$1,240,090.00

While no minimum match is required, the ability to leverage public funds through matching contributions constitutes 15% of your application score. The match must be a cash or material contribution that is provided after the grant agreement is approved by the Office of the State Comptroller. **The maximum award will be limited to \$5.0 million. Applications for larger amounts will be considered non-responsive.**

Qualifying Match %: 10.44%

Describe the source of "Other State Funds" included in the budget above.

Describe the source of "Federal Funds" included in the budget above.

Describe the source of "Other Funds" included in the budget above.

OBPA will utilize operating funds to provide the applicant match.

PART F: PFRAP PERFORMANCE MEASURES

PERFORMANCE MEASURES:

Identify the performance measures the applicant will report on to NYSDOT which will demonstrate the success of the project relative to the public benefits claimed in this application. You may select one or use the Control and Shift keys to select more than one of the predetermined Performance Metrics or provide your own in the space below.

Jobs Created reported in Job-Years
 New Carloads Generated reported in Carloads / Year
 Other (Specify below)

Other Performance Measure: New Tonnage Generated/Year

Ogdensburg Bridge & Port Authority
Port of Ogdensburg Marine Terminal Improvements - Phase 1
PFRAP Application
St. Lawrence County

OPINION OF PROBABLE COST - PRELIMINARY

Wharf Track Rehabilitation

This work consists of the reconstruction of the East Warf Track and West Warf Track. The existing asphalt will be sawcut, existing asphalt, 80# rail, ties, OTM, and fouled ballast removed and disposed. New track will be constructed with 100# min. Class 1 relay rail with welded joints, ballast placed, lined and surfaced. The existing 80# turnout will be replaced with a new 100# min. switch package. Rubber rail interface will be installed on all track within paved areas and repaved with asphalt.

<u>Item</u>	<u>Description</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Unit</u>	<u>Extended</u>
203.02	Unclassified Excavation & Disposal	\$ 35.00	680	CY	\$ 23,800.00
402.098303	9.5 F3 Top Course HMA, 80 Series Compaction	\$ 190.00	592	T	\$ 112,480.00
627.50140008	Cutting Pavement	\$ 5.00	2470	LF	\$ 12,350.00
675.400000EA	Turnout Construction (#8)	\$ 82,000.00	1	EA	\$ 82,000.00
675.220000EA	Industrial Track Construction	\$ 200.00	1193	TF	\$ 238,600.00
675.820000EA	Rubber Rail Interface	\$ 120.00	1298	TF	\$ 155,760.00
699.040001	Mobilization	\$ 25,000.00	1	LS	\$ 25,000.00
Subtotal					\$ 649,990.00

Warehouse No. 2 Improvements

This work consists of the replacement of two failed overhead doors and the metal roof that has reached its useful life. The OH doors will be replaced with modern doors rated for high wind load and updated variable speed controls. The roof will be replaced with standing seam panels and properly flashed.

<u>Item</u>	<u>Description</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Unit</u>	<u>Extended</u>
636.010100EA	Removing Existing Roof	\$ 16,500.00	1	LS	\$ 16,500.00
636.010200EA	Roof Steel	\$ 7,100.00	1	LS	\$ 7,100.00
636.010200EA	Metal Roof Panels	\$ 284,500.00	1	LS	\$ 284,500.00
636.010200EA	OH Door Replacement	\$ 115,000.00	1	LS	\$ 115,000.00
699.040001	Mobilization	\$ 10,000.00	1	LS	\$ 10,000.00
Subtotal					\$ 433,100.00

Construction Total \$ **1,083,090.00**

5% Contingency \$ **54,000.00**

Scoping \$ 16,200.00

Preliminary Engineering \$ 43,300.00

Final Design \$ 43,300.00

Administration/Inspection \$ 54,200.00

Subtotal \$ **157,000.00**

Total Project Cost \$ **1,294,090.00**

Total NYSDOT Grant Funds \$ **1,164,681.00**

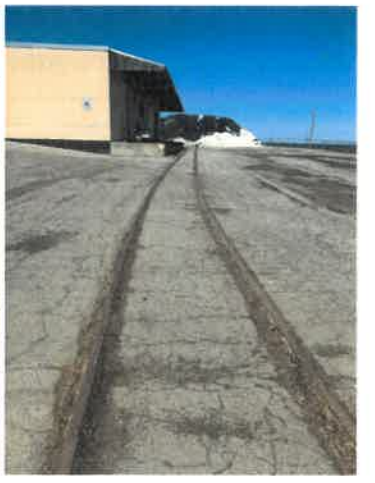
Total Local Match (10%) \$ **129,409.00**

Notes:

1. Prevailing wage rates included.









Ogdensburg Bridge & Port Authority

One Bridge Plaza, Ogdensburg, New York 13669
(315) 393-4080 (Phone) - (315) 393-7068 (Fax)

Re: Railcar Transloader Conveyor Bid Summary
Ogdensburg Bridge and Port Authority
Ogdensburg, New York
Bid Analysis

This letter will serve as a summary of the competitive bid process conducted by the OBPA during the period of January 11, 2022 through February 9, 2022 on the referenced project.

We forwarded the Bid information to the NYS Contract Reporter and it was published on January 11, 2022 and remained available for viewing until February 9, 2022. In addition, complete bidding documents and specifications containing the advertisement were also submitted to the BidNet Direct Empire State Purchasing group for viewing, at no cost, by interested contractors, equipment suppliers and subcontractors.

Subsequent to this advertisement, nine (9) vendors requested complete bidding documents. The plan holders are noted on the attached list.

<u>Organization Name</u>	<u>Main Contact</u>	<u>Download Date</u>	<u>City</u>	<u>Province/State</u>
Sparta Manufacturing	Hughes Arseneau	02/01/2022 07:29 AM EST	Notre-Dame	New Brunswick
Baschmann Services, Inc	Mike Peters	01/31/2022 09:20 AM EST	Elma	New York
American Material Processing, Inc.	Matthew Eddy	01/27/2022 03:50 PM EST	Phoenix	New York
Shreevastava Inc.	Sweety Srivastava	01/24/2022 02:40 AM EST	Bhagalpur	
Nation Wide Welding Services LLC	Joshua Posada	01/13/2022 12:48 PM EST	Woodgate	New York
Allied Solutions	Jason Collier	01/13/2022 10:24 AM EST	Carmel	Indiana
Shay Enterprise	Tamara Shay	01/13/2022 10:23 AM EST	Tacoma	Washington
North America Procurement Council, Inc. PBC	Tim Loncarich	01/11/2022 09:47 PM EST	Grand Junction	Colorado
US Material Handling Corporation	Shane OBrien	01/11/2022 10:46 AM EST	East Syracuse	New York

No Addendum was published.

Attached are the bid results for the Railcar Transloader Conveyor



Ogdensburg Bridge & Port Authority

One Bridge Plaza, Ogdensburg, New York 13669
(315) 393-4080 (Phone) - (315) 393-7068 (Fax)

On February 9, 2022 at 3:00 PM, bids were received and publicly opened for the subject project. Only one bid was submitted from one (1) vendor. That contractor, and their respective bid amounts, are summarized on the attached bid tabulation (Record of Bids).

US Material Handling Corporation, 6624 Joy Rd, East Syracuse, NY, 13057 has been determined to be the sole apparent low bidder.

The following list identifies the irregularities we observed in their bids as submitted.

NO IREGULARITIES NOTED

Following the bid, we spoke with Joe Saraceni from US Material Handling Corporation and he stated they were comfortable with their bid and would accept award.

The bid meets all the Railcar Transloader Conveyor bid specification requirements

Respectfully Submitted,
Steve Lawrence
Executive Director

OGDENSBURG BRIDGE AND PORT AUTHORITY
 BID TABULATION SHEET
 2021 42" RAILCAR TRANSLOADING CONVEYOR
 2/9/22

Bidder	Base Bid Amount	TOTAL BASE BID SUMMARY	Bid Bond	Qualifications Statement	Non-Collusive Bidding Certificate	MBE/WBE Utilization Plan	EEO Policy
U.S. Materials Handling	\$229,684.44 \$225,670.00	\$4,014.44		X	X	X	X

Opened By: Steven J. Lawrence

Recorded By: Bonnie Law

Time: 3:00 PM