

**REQUEST FOR PROPOSALS**

**AUTOMATED TELLER MACHINE (ATM) CONCESSION**

**TERMINAL BUILDING  
ITHACA TOMPKINS REGIONAL AIRPORT**

Sealed proposals for the operation of the ATM concession at the Ithaca Tompkins Regional Airport for a period of up to five (5) years will be accepted up until 11:30 a.m. on Friday, March 30, 2007, at the Department of Finance - Purchasing, 2nd Floor, 125 E. Court Street, Ithaca, New York 14850.

Proposal packages are available upon registration at the following website:

[www.govbids.com/scripts/cnyp/public/home1.asp](http://www.govbids.com/scripts/cnyp/public/home1.asp)

Questions regarding the specification may be addressed to Lisa Jehu, (607) 274-5500, or [ljehu@tompkins-co.org](mailto:ljehu@tompkins-co.org)

The County reserves the right to reject any or all proposals and to negotiate with any proposer.

Lisa M. Jehu, Buyer

## INSTRUCTIONS TO PROPOSERS

1. Proposal must be submitted in a sealed envelope marked with the name of the proposer and the words "**SEALED PROPOSAL - "AUTOMATED TELLER MACHINE (ATM)"**". Proposal packages must include **one** (1) original with original signatures and **two** (2) copies.
2. Proposer assumes the risk of any delay in the mail. Whether sent by mail or by personal delivery, proposer assumes responsibility for having the proposal deposited on time at the Department of Finance - Purchasing. All proposals received after the designated time stated in the Request for Proposals will not be considered and will be returned to the proposer unopened.
3. Proposer must execute Non-Collusive Bidding Certificate and Anti-Discrimination Clause, which are enclosed.
4. The proposal, as presented, shall remain valid for a period of ninety (90) days from deadline.
5. No charge will be allowed for federal, state, municipal sales and excise taxes from which the County is exempt. Exemption certificates, if required, will be forwarded.
6. Any deviations to the specifications are to be so noted and fully explained. Deviations will be analyzed and if deemed to be in the best interests of the County, may be waived.
7. Successful proposer must be willing to enter into an agreement with the County.
8. It shall be the responsibility of each proposer to call to the attention of the County any apparent discrepancy in the specifications or any question of interpretation thereof. Failure to do so constitutes acceptance as written.
9. The County reserves the right to reject any or all proposals and to negotiate with any proposer.
10. The County reserves the right to "Revise" or "Amend" the specifications prior to the deadline by "Written Addenda."
11. The apparent silence of the specification as to any details or the omission from it of a detailed description concerning any point shall be interpreted as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.
12. Proposals will be evaluated on the basis of qualifications, experience, customer service. Contract will be awarded to the company which offers a proposal that appears to be in the best interests of the County. The County reserves the right to prohibit the sale of items which violate the intent of County policies.
13. Proposals submitted for consideration must include the Bid Signoff sheet and all required documents listed on that sheet. Any proposals lacking any of these items may be considered as "incomplete" and "non-responsive".

14. Clarification of instructions and any questions should be addressed to:

Ithaca Tompkins Regional Airport  
Airport Manager  
72 Brown Road  
CFR Building  
Ithaca, NY 14850

or

Tompkins County  
125 E. Court Street  
Ithaca, NY 14850

15. Each proposal must be accompanied by a deposit made payable to Tompkins County in the form of a bid bond or certified check in the amount of One Thousand Dollars (\$1,000). Said check or bid bond shall be given as security, to guarantee that if the proposal is accepted, an agreement will be entered into and the performance of it properly secured. The bid bond or check of the successful proposer will be returned within ten (10) days after that party has completely qualified by executing and delivering the required agreement and otherwise fulfilling the requirements as set forth herein.

The said bid bond or certified or cashier's check shall be forfeited and surrendered to Tompkins County as agreed liquidated damages in the event of failure to enter a contract as provided herein.

16. Proof of insurance coverage must be submitted with the proposal. Insurance requirements are attached. (Exhibit "E")

17. EVIDENCE OF ABILITY TO MEET CONTRACTUAL OBLIGATIONS (QUALIFICATION FORM - (Exhibit "A"))

Each party submitting a proposal must present evidence that they are fully competent and have the necessary facilities, equipment, experience, organization and financial capacity to fulfill such contractual and service obligations as may be imposed upon the successful proposer upon award of the agreement hereunder. To provide the County with the information as to their ability to meet their contractual obligations and their ability to perform, each party submitting a proposal must provide the information as required in the questionnaire attached hereto as Exhibit "A". Those parties unable to adequately demonstrate their ability to qualify shall be disqualified. The County reserves the right to disqualify any proposer who, in the County's opinion, does not have adequate qualifications. Failure to complete this questionnaire with all questions completely answered will be grounds for disqualification of the party submitting the proposal.

Any of the following causes may be considered as sufficient for the disqualification of a proposer and the rejection of the proposal:

- a) submission of more than one proposal by an individual, firm, partnership or corporation under the same or different names;
- b) evidence of collusion among bidders;
- c) lack of responsibility as shown by past work judged from the standpoint of quality and service;
- d) being in arrears on any existing contracts with the County, or having defaulted on a previous contract with the County.

18. The successful proposer will install an automated teller machine (ATM) in the terminal as described elsewhere within these specifications.

19. PERFORMANCE BOND

At the time of the execution of the agreement, the proposer shall execute and deliver to the County a performance bond issued by a surety acceptable to the County, authorized to transact business in the State of New York, in the sum of Two Thousand Dollars (\$2,000), which bond shall guarantee faithful performance of the agreement.

20. TIME OF AWARD

The Public Works Committee of the Tompkins County Board of Representatives will make a recommendation for award of the agreement or rejection of all proposals within thirty (30) days following proposal deadline.

21. RESPONSIBILITY FOR PROPOSAL

All proposers shall carefully examine the terms of the specifications, the operating area and the available facilities and premises at Ithaca Tompkins Regional Airport and shall judge for themselves all of the circumstances and conditions affecting their proposal. Failure on the part of any proposer to make such examination and to investigate thoroughly shall not be grounds for declaration that the proposer did not fully understand the conditions of the RFP.

22. PREPARATION OF RFP

Proposals must include the attached bid sheet. All blank spaces on the bid sheet must be filled in legibly and correctly by type or in ink.

23. ACCURACY

These specifications should only be used as a guide for proposal purposes. While the County believes the information is accurate, only the promises and covenants contained in the signed formal agreement shall be legally binding.

24. START OF CONTRACT

Removal of the existing automated teller machine (ATM) will be coordinated with the installation of the replacement ATM.

The installation will include any work needed to make the new ATM fit in with the décor of the terminal. Any necessary work must be pre-approved by the airport manager. The contract will commence when the replacement ATM is operable but in any event, the commencement date will be June 1, 2007, at the latest.

BID SHEET  
AUTOMATED TELLER MACHINE (ATM) CONCESSION  
 ITHACA TOMPKINS REGIONAL AIRPORT

1. In return for the privileges and rights to operate said concession at the Ithaca Tompkins Regional Airport, the bidder agrees to pay a fee per month at the Airport as follows:

<u>CONTRACT YEAR</u>	<u>AMOUNT CHARGED/PAID PER MONTH</u>	
2007	\$ _____	CHARGED/PAID*
2008	\$ _____	CHARGED/PAID*
2009	\$ _____	CHARGED/PAID*
2010	\$ _____	CHARGED/PAID*
2011	\$ _____	CHARGED/PAID*

\* CIRCLE ONE

2. Proposed Method of Operation: On as many sheets of 8.5 X 11 inch plain white bond paper as may be necessary, provide a detailed statement of the following:

- A. A complete and detailed narrative description of the proposed method of operating this business enterprise. Such narrative policies and business practices to be employed and observed in the operations, including but not necessarily limited to management and employment policies, refilling procedures, machine maintenance, control of collections, type and kind of equipment to be used, and administrative control techniques to be applied.
- B. A plan or sketch illustrating how the ATM will be installed, together with racks, shelves and other facilities proposed for the area.
- C. A statement of the estimated financial investment proposed for the enterprise, including the cost of proposed fixed improvements and equipment.

3. The undersigned further warrants and agrees that:

- A. The undersigned has carefully read and fully understands the terms and conditions for the operation of the facilities at the Ithaca Tompkins Regional Airport as set forth in the specifications and has the capability to carry out all of the responsibilities set forth therein.
- B. The accompanying questionnaires and related forms have been completed to the best of the undersigned's ability and he/she swears that all information contained therein is true and correct to the best of his/her knowledge.

4. Submission of this proposal acknowledges that Tompkins County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the questionnaire and authorizes a release to Tompkins County of any and all information sought in such inquiry or investigation.

Proposer: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**NOTE:** If a partnership, a general partner must sign, if a corporation, the authorized corporate officer must sign, and the corporate seal must be affixed to this proposal.

# SPECIFICATIONS FOR AUTOMATED TELLER MACHINE (ATM) RIGHTS

at

## ITHACA TOMPKINS REGIONAL AIRPORT

### I. PURPOSE

The purpose of this Request for Proposals is to solicit proposals from all interested and qualified parties desiring to operate an automated teller machine (ATM) concession in the Terminal Building at Ithaca Tompkins Regional Airport. The Airport is owned by the County of Tompkins, State of New York, and is currently managed and operated under the direction of the Airport Manager.

Unless all proposals are rejected, one of the respondents to this RFP meeting the requirements of the County of Tompkins will be selected to assume all the rights, duties, privileges and responsibilities contemplated under this invitation and will have the exclusive right to provide an automated teller machine (ATM) as specified herein. It is Tompkins County's intention to select the qualified proposer that can manage and operate an automated teller machine (ATM) concession, provide the best proposal to the County, and the best customer service to airport users.

### II. INFORMATION TO PROPOSERS

Ithaca Tompkins Regional Airport is classified by the FAA as a non-hub airport, is located approximately four (4) miles northeast of the City of Ithaca, New York, and serves the Tompkins-Cortland County area. The population of the County of Tompkins is approximately 97,000. Major traffic arteries connecting the metropolitan area with other metropolitan areas in the State of New York include Highways 13, 79, 34, 89, and 96. The Airport itself is bounded on two sides by an extensive industrial park belonging to Cornell University.

Tompkins County is located in the southern central Finger Lakes area of New York and exhibits an extensive educational and research base with several firms of international note. The area also boasts extensive cultural and recreational facilities. Ithaca Tompkins Regional Airport is the aviation gateway to the area and is serviced by three commuter airlines affiliated to US Airways and one affiliated to Northwest Airlines. Total passenger traffic through the facilities at Ithaca Tompkins Regional Airport was 153,548 for the calendar year 2006.

The physical facilities of the Airport are situated on approximately 540 acres and includes a relatively new 33,000 square foot terminal facility being constructed in 1994, a 14,650 square foot Crash/Fire/Rescue & Maintenance facility, an aircraft Maintenance facility, a Fixed Base Operator, a flying club, two sets of private "T" hangars, and two sets of County-Owned "T" hangars. An Air Traffic Control Tower (ATCT) is also located at the airport.

Airside facilities include a 6601' by 150' paved runway together with associated taxiways; a precision approach (ILS) landing system and associated approach lighting; a non-precision approach; and two VASI-4 landing aids. Airport Rescue & Fire Fighting is Index B.

### III. TERMS OF AGREEMENT

The terms of the agreement to be entered into between the successful proposer and the County shall be for period of up to five (5) years.

#### IV. AVAILABLE FACILITIES

The terminal design provides for space to accommodate an automated teller machine in the southeast corner of the central lobby.

The cost of installation and the ongoing costs associated with its daily use and maintenance will be borne by the concessionaire.

The design must be reviewed and approved by the airport manager.

#### V. EXHIBITS

The following designated exhibits are attached as part of the contract documents for the bidder to use in estimating the costs of items to be furnished at his/her expense and estimating possible income and cost of operation:

Exhibit "A" – Terminal Layout Plan

Exhibit "B" – Terminal Layout Plan

Exhibit "C" - Qualification Form

Exhibit "D" - 2005 Airport Annual Report

Exhibit "E" - Insurance Requirements

Exhibit "F" - Sample Agreement

Exhibit "G" - Non-Collusive and Anti-Discrimination Clauses

The data contained and included in these Exhibits were assembled and compiled from source material provided to the County. However, such data is not guaranteed by the County.

#### VI. AUTOMATED TELLER MACHINE (ATM) CONCESSION AGREEMENT

The successful bidder who is awarded the automated teller machine (ATM) concession rights at Ithaca Tompkins Regional Airport shall be required to execute and enter into a formal written agreement with Tompkins County.

#### VII. CONCESSION RIGHTS

The County shall grant to the successful proposer the exclusive rights to conduct and operate an automated teller machine (ATM) concession at the Ithaca Tompkins Regional Airport.

#### VIII. OPERATIONAL CONSTRAINTS

The successful proposer will be required to provide expeditious repair service to the automated teller machine (ATM) so as to limit the inconvenience to airport users.

#### IX. OTHER CONSIDERATIONS

1. Advertising will be restricted to the name of the organization providing the automated teller machine (ATM) and to any of the various (ATM) cards being serviced. 2. The County reserves the right to require concessionaire to refurbish the automated teller machine (ATM) in the event it becomes damaged or defaced.

3. It is desirable for the ATM to provide universal access to users of ATM cards of systems such as NYCE, PLUS, CIRRUS, GLOBAL ACCESS, and NOVUS, even if such users are not direct customers of the banking organization.

QUALIFICATION FORM

Statement contained herein must be complete and accurate. Omission, inaccuracy, or misstatement shall be cause for rejection of a proposal.

Name of proponent exactly as it is to appear on the airport lease agreement:

\_\_\_\_\_  
\_\_\_\_\_

Address of proponent for purposes of notice or other communication relating to the proposal. (If proponent is not a person, provide the name of the individual who can answer for proponent.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_

Proponent intends to operate the business with which this proposal is concerned as a Sole Proprietorship ( ); Partnership ( ); Corporation ( ); or \_\_\_\_\_

Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proponent is a franchise or licensee operation. Yes ( ); No ( )

Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**TYPE 1**

**TOMPKINS COUNTY INSURANCE AND INDEMNIFICATION**

The Successful Bidder Shall Maintain and Agree to the Following:

(Vendor) hereinafter referred to as Contractor, shall indemnify, hold harmless and defend Tompkins County and its officers, employees, agents and elected officials from and against any and all claims and actions brought against Tompkins County and its officers, employees, agents and elected officials for injury or death to any person or persons or damage to property arising out of the performance of this contract by the Contractor, its employees, subcontractors or agents except all actions and claims arising out of the negligence of Tompkins County. The Contractor shall maintain the following minimum limits of insurance or as required by law, whichever is greater.

- A.) **Workers' Compensation and New York Disability** - Statutory Coverage Employer's Liability - Unlimited.
- B.) **Commercial General Liability** including, contractual, independent contractors, products/completed operations - Occurrence Form required.

• Each Occurrence	\$1,000,000
• General Aggregate	2,000,000
• Products/Completed Operations Aggregate	2,000,000
• Personal and Advertising Injury	1,000,000
• Fire Damage Legal	50,000
• Medical Expense	5,000

- **General Aggregate** shall apply separately to the project prescribed in the contract
- Tompkins County and its officers, employees, agents and elected officials are to be included as

**Additional Insureds**

- C.) **Business Auto Coverage**

Liability for Owned, Hired and Non-Owned Autos	\$1,000,000 CSL or 500,000 Per Person BI 1,000,000 Per Accident BI 250,000 PD Split Limits
---	---

- Tompkins County and its officers, employees, agents and elected officials are to be included as **Additional Insureds**

All insurance shall be written with insurance carriers licensed by the State of New York Insurance Department and have a Best's rating of A XI or better. Proof of insurance shall be provided on the Tompkins County Certificate of Insurance (copy attached) including the Contract Number. The accord Certificate of Insurance or insurance company certificate may be used for proof of Workers' Compensation and Disability. All Certificates shall contain a sixty (60) day notice of cancellation, non-renewal or material change to Tompkins County. All Certificates must be signed by a licensed agent or authorized representative of the insurance company. Broker signature is not acceptable. Certificates of Insurance shall be submitted with the RFP/bid.

**AGREEMENT**

AGREEMENT, made as of \_\_\_\_\_, 2007, by and between the COUNTY OF TOMPKINS, a municipal corporation of the State of New York with main offices in The Old Jail, 125 E. Court Street, Ithaca, New York, hereinafter referred to as "the County," and with offices at \_\_\_\_\_, hereinafter referred to as "Contractor".

WITNESSETH :

WHEREAS, the Contractor wishes to provide an Automated Teller Machine (ATM) at an agreed location in the new passenger terminal building of the Ithaca Tompkins Regional Airport, located at Brown Road, in the Village of Lansing, County of Tompkins, State of New York, for a period of five (5) years starting on the 1<sup>st</sup> day of June 2007, and continuing for five (5) calendar years, subject to the terms and conditions as hereinafter provided for.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties agree as follows:

1. Contractor will have exclusive rights to install an ATM in the airport terminal building in the location identified on the terminal plan (see Attachment "A"). The ATM will perform transactions for airport users who belong to shared ATM networks which may change from time to time but which currently include: NYCE, MAC, CIRRUS, PLUS, DISCOVER, VISA, MASTER CARD, and AMERICAN EXPRESS. Contractor will also be authorized, at its option, to issue travelers checks from the ATM.
2. Contractor will provide expeditious repair service to the ATM so as to limit inconvenience to airport users. Contractor will service its ATM on a regular basis and provide repair service within 72 hours of being notified of a problem, 7 days a week, 365 days a year. In the event that the ATM has a problem which cannot be repaired on site, a replacement machine will be provided within 24-hours of the original ATM being removed.
3. Contractor will replenish cash based on demand but in no event less than once a week. Contractor will make its own security arrangements during times of cash delivery.
4. Contractor will provide details of the initial ATM, and any subsequent replacement ATM(s) it proposes to install in the terminal building to the County for its prior approval. The details shall include measurements and a picture which clearly indicates the ATM's appearance. Such County approval shall not be unreasonably withheld.
5. Contractor may equip the ATM with a direct alarm to the Tompkins County Sheriff's Department if desired. County will ensure that the terminal building is locked when airline operations have ceased.
6. Contractor will provide an ATM or ATMs which meet ADA requirements.
7. Contractor shall pay a rental to the County of \$ \_\_\_\_\_ per annum during the term of the agreement. Contractor may adjust its per transaction fee to ATM users, subject to prior agreement with County. Such request and approval shall be in writing

8. Contractor will remove the ATM at the end of the term of this agreement or upon cancellation of this agreement. Said removal shall take place within 30 days of the end of the term, or within 30 days of the date when cancellation becomes effective. Contractor will make all necessary repairs to the location to return it to its original condition. Such conditions for removal and repair may be waived in the event Contractor is awarded a subsequent contract that immediately follows on from this agreement.
9. County will provide an additional location within the central lobby of the terminal of approximately forty inches by forty inches to advertise the location of the ATM within the building. Said display location will be provided free of charge for the duration of this agreement. Contractor will be responsible for the cost of producing any display case insert and shall submit the proposed design to the County for prior approval. County agrees to provide the space in a prominent location but reserves the right to move it from time to time should such relocation be deemed in the best interests of the County. County reserves the right to sell advertising space to other banking concerns but agrees to avoid conflicts with the location of the Contractor's ATM and other Contractor advertising display.
10. County agrees to provide the necessary facilities for the operation of the ATM including electricity and adequate heating, ventilation and lighting for the location.
11. Contractor will provide all necessary equipment for the operation of the ATM. County will provide janitorial services and trash removal without charge to Contractor.
12. Contractor agrees to allow the County to conduct routine repairs and/or maintenance in the vicinity of the ATM as may be necessary from time to time. County will allow Contractor to provide a temporary ATM at another location within the terminal should repair or maintenance activities require a shutdown of the ATM for an extended period of time.
13. Contractor will repair, refurbish, or replace the ATM, as necessary, in the event it becomes damaged or defaced.
14. County agrees to provide free parking for staff and/or agents of Contractor while they are in the process of servicing or repairing the ATM.
15. The County covenants that upon Contractor performing all covenants and conditions herein on its part to be observed and performed, Contractor shall and may peaceably and quietly have, hold, and enjoy the premises hereby demised, with improvements and appurtenances hereunto belonging and the rights and privileges herein granted, without molestation or hindrance for the term aforesaid, all renewals thereof and any tenancy thereafter.
16. Contractor agrees that personnel performing services hereunder shall be neat, clean, and courteous, and Contractor shall not permit its agents, servants, or employees so engaged, to solicit or conduct business in a loud, noisy, boisterous offensive or objectionable manner.
17. Contractor agrees that it shall abide by and be subject to all reasonable rules and regulations which are now or may from time to time be formulated by the County concerning management, operation, or use of the Airport.
18. Contractor agrees that it will furnish, install, operate and maintain the installations provided hereunder and keep the same as well as the premises made available all in good order.
19. Contractor shall indemnify, hold harmless and defend Tompkins County and its officers, employees, agents and elected officials from and against any and all claims and actions brought against Tompkins County and its officers, employees, agents and elected officials for injury or death to any person or persons or damage to property arising out of the performance of this contract by the Contractor, its employees, subcontractors or agents except all actions and claims arising out of the negligence of Tompkins County. The Contractor shall maintain the following minimum limits of insurance or as required by law, whichever is greater.
  - A.) **Workers' Compensation and New York Disability** - Statutory Coverage Employer's Liability - Unlimited.

B.) **Commercial General Liability** including, contractual, independent contractors, products/completed operations - Occurrence Form required.

Each Occurrence	\$1,000,000
General Aggregate	2,000,000
Products/Completed Operations Aggregate	2,000,000
Personal and Advertising Injury	1,000,000
Fire Damage Legal	50,000
Medical Expense	5,000

**General Aggregate** shall apply separately to the project prescribed in the contract Tompkins County and its officers, employees, agents and elected officials are to be included as **Additional Insureds**

C.) **Business Auto Coverage**

Liability for Owned, \$1,000,000 CSL or Hired  
and Non-Owned Autos 500,000 Per Person BI  
1,000,000 Per Accident BI  
250,000 PD Split Limits

Tompkins County and its officers, employees, agents and elected officials are to be included as **Additional Insureds**

All insurance shall be written with insurance carriers licensed by the State of New York Insurance Department and have a Best's rating of A XI or better. Proof of insurance shall be provided on the Tompkins County Certificate of Insurance (copy attached) including the Contract Number. The accord Certificate of Insurance or insurance company certificate may be used for proof of Workers' Compensation and Disability. All Certificates shall contain a sixty (60) day notice of cancellation, non-renewal or material change to Tompkins County. All Certificates must be signed by a licensed agent or authorized representative of the insurance company. Broker signature is not acceptable. Certificates of Insurance shall be submitted with the contract.

No waiver of default by the County of any of the terms, covenants or conditions herein to be performed, kept, and observed by Contractor shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants, and conditions herein to be performed, kept, and observed by Contractor.

20. In the event that the United States Government or any of its agencies shall occupy the Airport or any substantial part thereof to such an extent as to materially interfere with Contractor operation, or in the event of destruction by fire or other cause of all or a material portion of the Airport or Airport facilities, or if Contractor operations are for any reason materially interfered with for a period in excess of thirty (30) days, then and in that event, Contractor shall have the right upon written notice to the County, to terminate or suspend this agreement for the periods of such disability, in which cases the payments shall not be paid or payable from the effective date of such notice until normal operations have been restored. The County shall return to Contractor a just portion of any payment which may have been paid in advance for a month or portion thereof which falls within the period of disability.

21. The premises leased herein may not be sublet in whole or in part, and Contractor shall not assign this agreement without the previous written consent of the County, nor permit any transfer by operation of law Contractor interest created thereby, other than by merger or consolidation.

22. Cancellation of Agreement

- A. Cancellation by the Contractor - This agreement shall be subject to cancellation by the Contractor after the happening of one or more of the following:
1. The permanent abandonment of the airport as a commercial air passenger terminal,
  2. The closing of the airport for flight operations for a period of ninety (90) days,
  3. Issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the airport, and the remaining in force of such injunction for a period of at least ninety (90) days, or
  4. The default by County in the performance of any covenant or agreement herein required to be performed by County and the failure by County to remedy such default for a period of sixty (60) days after receipt from the Contractor of written notice to remedy the same.

Contractor may exercise such rights of cancellation and termination by written notice to the County at any time after the passage of the applicable period provided for herein and thereafter all of the Contractor's rights, privileges and obligations and County's obligations shall cease.

- B. Cancellation by the County - This agreement shall be subject to cancellation by the County after the happening of one or more of the following:
1. The making by Contractor of a General Assignment for the benefit of creditors,
  2. The permanent abandonment of the airport as a commercial air passenger terminal,
  3. The abandonment by the Contractor of the premises for a period of thirty (30) days,
  4. Default in the performance of any covenants, conditions, or agreements contained herein to be kept and performed by the Contractor when such default continues for a period of ten (10) days after receipt of written notice to the Contractor from the County to correct such default. County may exercise such rights of termination and cancellation as provided herein by written notice to the Contractor after passage of the applicable period provided for herein and this agreement shall terminate as of that date. Thereafter all the Contractor's rights and privileges and County's obligations shall cease.

23. Any bill, statement, notice, or communication which the County may desire to give Contractor hereunder shall be deemed sufficiently given if sent by registered or certified mail to: 1103 Danby Road, Ithaca, New York 14850 or sent by registered or certified mail to any other address Contractor may from time to time designate in writing.

Any notice by Contractor to the County shall be similarly mailed to the County Administrator, the Old Jail, 125 East Court Street, Ithaca, New York 14850.

24. This agreement constitutes the entire agreement between the County and Contractor. Neither this agreement nor any amendment or supplement hereto shall be binding on Contractor unless and until it is signed on Contractor's behalf by an authorized officer and a copy thereof so signed is delivered to the County.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized officers as of the day and year above written.

\_\_\_\_\_  
Date

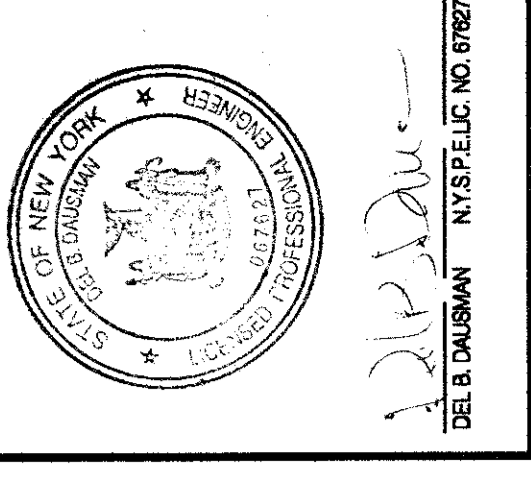
\_\_\_\_\_  
Jacqueline Kippola  
Tompkins County

\_\_\_\_\_  
Date

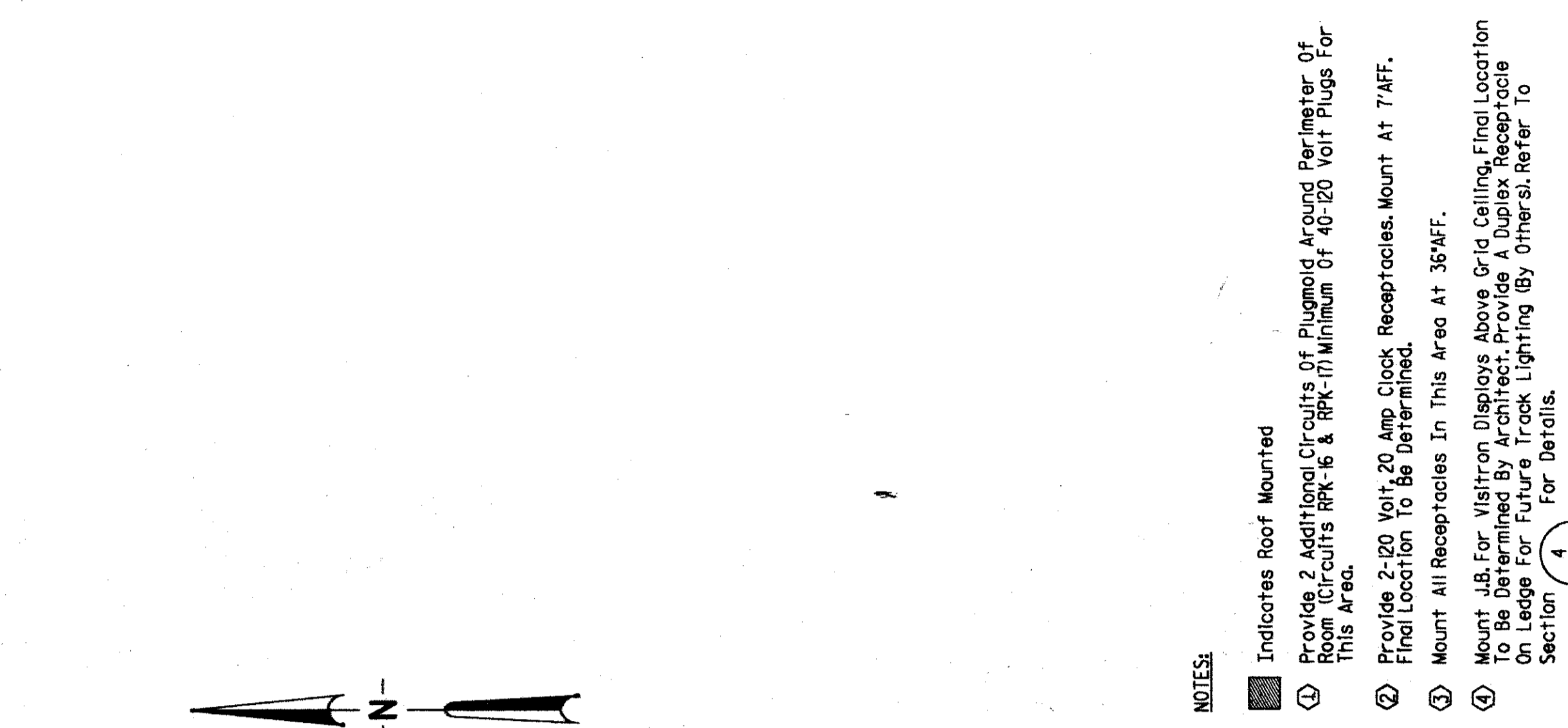
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer ID# or Federal SS#





**TOMPKINS COUNTY AIRPORT  
 NEW TERMINAL BUILDING AND SITE WORK  
 ITHACA, NEW YORK**



- NOTES:**
- ① Indicates Roof Mounted
  - ② Provide 2 Additional Circuits Of Plugmold Around Perimeter Of Room (Circuits RPK-6 & RPK-7 Minimum Of 40-20 Volt Plugs For This Area)
  - ③ Provide 2-20 Volt, 20 Amp Clock Receptacles Mount At 7' AFF.
  - ④ Mount All Receptacles In This Area At 36" AFF.
  - ⑤ Mount J.B. For Visatron Displays Above Grid Ceiling. Final Location To Be Determined By Architect. Provide A Duplex Receptacle On Ledger For Future Track Lighting (By Other's, Refer To Section 4.2.3.1 For Details).
  - ⑥ Provide 3-T Conduits To Room 208 (1-Separate) For Connection Of Equipment In Room 208 To Airline Telephone Terminal Board.

*see  
 record layout  
 twist & cut space  
 drawing CA-21*

**PANEL SCHEDULE**

PANEL BOARD RPK LOCATION 2nd Floor, Elec. Rm. 208 INSTALLATION SURFACE \_\_\_\_\_  
 RATINGS 400 AMPS 208/200 VOLTS 3 PHASE 4 WIRE 60 HZ. GRD. BAR YES  
 MAIN LUGS 400 POLE SPACES 42 INTERRUPTING RATING 10,000 RMS, SYMM. AMPS  
 MAIN CIRCUIT BREAKER 400 AMPS PANEL FEEDER SIZE 4-500MCM & 1-1/2" GRD

DESCRIPTION	WIRE	CB, AMPS	CIR			DESCRIPTION
			A	B	C	
UH-5, UH-6, UH-4	3-12	20	1			20 3-12 VB-6, VB-11, UH-1, VB-13, VB-18
UH-1, UH-2, VB-4, VB-5	3-12	20	3			4 20 3-12 VB-5, VB-10, VB-11, VB-12
UH-4, UH-5, UH-6	3-12	20	5			6 20 3-12 Room 105C Plugmold
UH-8, EF-3, EF-4	3-12	20	7			8 20 3-12 Room 205 Recept.
Icecube Dispenser	3-10	30	9			10 20 3-12 PA System
Icecube Dispenser	3-10	30	11			12 20 3-12 Room 105B Recept.
Sliding Door E-1	3-12	20	13			14 20 3-12 Sliding Door E-2
Room 105E Recept.	3-12	20	15			16 20 3-12 Room 105C Plugmold
Room 105G Plugmold	3-12	20	17			18 20 3-12 USAR Food Equipment
USAR Food Equipment	3-12	20	19			20 20 3-12 USAR Food Equipment
USAR Food Equipment	3-12	20	21			22 20 3-12 EF-2, EF-4
EF-5, EF-6	3-12	20	23			24 20 3-12 EF-3, EF-11
Panel RPI Feeder	4-500MCM	225	25			26
Panel RPI Feeder	4-500MCM	225	27			28 20 3-12 HV-1
Panel RPI Feeder	4-500MCM	225	29			30 20 3-12 HV-2
B-1	3-12	20	31			32 20 3-12 B-2
Visitor Displays/Track Lights	3-12	20	33			34 20 3-12 Visitor Displays/Track Lights
HMAT For Public Restroom Area	3-12	20	35			36 20 3-12 UH-3
HMAT For Public Restroom Area	3-12	20	37			38 20 3-12
			39			40 20
			41			42

\* Use A 20amp, 2 Pole, 6T Breaker For This Circuit. Coordinate With Plumbing Contractor.

**PANEL SCHEDULE**

PANEL BOARD RP2A LOCATION 2nd Floor, Elec. Rm. 203 INSTALLATION SURFACE \_\_\_\_\_  
 RATINGS 225 AMPS 208/200 VOLTS 3 PHASE 4 WIRE 60 HZ. GRD. BAR YES  
 MAIN LUGS 225 POLE SPACES 42 INTERRUPTING RATING 10,000 RMS, SYMM. AMPS  
 MAIN CIRCUIT BREAKER M.O. AMPS PANEL FEEDER SIZE 4-4/0 & 1-1/2" GRD

DESCRIPTION	WIRE	CB, AMPS	CIR			DESCRIPTION
			A	B	C	
VB-7, CUH-4, CUH-5, CUH-6	3-12	20	1			2 20 3-12 VB-8, VB-6, CUH-3
EF-1, VB-5	3-12	20	3			4 20 3-12 UH-7, UH-8, UH-9
VB-1, VB-2, VB-3, VB-4, CUH-2	3-12	20	5			6 20 3-12 UH-11, UH-12
Room 22 Podium Recept.	3-12	20	7			8 20 3-12 Room 22 Podium Recept.
Room 22 Podium Plugmold	3-12	20	9			10 20 3-12 Room 22 Podium Plugmold
Room 23 Podium Recept.	3-12	20	11			12 20 3-12 Room 23 Podium Recept.
Room 23 Podium Plugmold	3-12	20	13			14 20 3-12 Room 23 Podium Plugmold
Sliding Door E-3	3-12	20	15			16 20 3-12 Sliding Door E-4
Room 22 Back Drop L.E.D. Lights	3-12	20	17			18 20 3-12 Room 22 Back Drop L.E.D. Lights
EF-10	3-12	20	19			20 20 3-12 EF-2
Hand Dryers	3-10	30	21			22 30 3-10 Hand Dryers
Hand Dryers	3-10	30	23			24 30 --- Hand Dryers
FDS Displays Room 05	3-12	20	25			26 20 3-12 Vending Machine - Room 22
HMAT For Public Restroom Area	3-12	20	27			28 20 3-12 UH-10
HMAT For Public Restroom Area	3-12	20	29			30 20 ---
			31			32 20 ---
			33			34 20 ---
			35			36 20 ---
			37			38 20 ---
			39			40 20 ---
			41			42 20 ---

\* Use A 20amp, 2 Pole, 6T Breaker For This Circuit. Coordinate With Plumbing Contractor.

**FLOOR PLAN AREA "B"**  
 Scale: 1/8" = 1'-0"

