

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION
LESSEE/PERMITTEE CONSTRUCTION OR ALTERATION APPLICATION**

Republic Airport
Application #: _____
Date Received: _____

APPLICANT HEREBY AGREES TO THE FOLLOWING TERMS AND CONDITIONS

The Applicant shall not commence any of the work covered hereunder before receipt from the Department or its Operating Agent, AFCO/AvPORTS Management, LLC., a copy of the Application duly signed in Part Two hereof.

Upon receipt thereof, the Applicant agrees to perform said work in accordance with the following "Information to be furnished by the Applicant" and to comply with, and be bound by all the Terms and Conditions hereof and by all requirements and conditions set forth below remarks.

In connection with the performance of work covered hereunder, the Applicant and its contractors shall be bound by all the terms and conditions of a certain Lease Agreement dated between Applicant and the Department and particularly as it pertains to care, maintenance and repairs, the additional obligations of the Applicant, comprehensive liability insurance and compliance with Airport rules and regulations, governmental requirements, rules and regulations of fire insurance organizations, nondiscrimination, and any written procedures or instructions of the Department or its Operating Agent. The Applicants contractor shall procure and maintain appropriate Workers Compensation Insurance/Employers Liability Insurance and Automobile Liability Insurance \$500,000 minimum unless otherwise specified by the Department or its Operating Agent. The Applicant shall indemnify, defend, save and hold harmless the Department, its Operating Agent, and their directors, officers, agents and employees in accordance with said Lease Agreement to the fullest extent permitted by law. All work shall be subject to the approval of the Department prior to occupancy or use and Applicant shall redo or replace at its own expense any work not approved by the Department. Title to all improvements hereunder shall vest in the Department, Minimum insurance limits, unless specified to be greater shall be: bodily injury \$1,000,000 each person, \$2,000,000 CSL

(Combined Single Limit) per each occurrence; Property Damage \$500,000 each accident, and \$3,000,000 aggregate. The insurer shall provide a minimum notice of cancellation of 30 days.

INFORMATION TO BE FURNISHED BY APPLICANT

PART ONE: Permission is hereby requested to perform the following described work on the space described in the plans and specifications.

Work by Applicant:

Work by Another:

Name:

Name:

Address:

Address:

Phone:

Phone:

Person Responsible:

Person Responsible:

Title:

Title:

Add Sub-Tenant, if Applicable:

Location: Building or Area of space to be altered:

Description of work and reason therefore (attach additional pages as necessary):

Estimated cost
Of Work

Estimated time
to Complete

Starting
Date

Completion
Date

\$

Plans: Prints and drawings describing all work to be done must be submitted with copies of this Application. Include floor plan and show area affected by proposed work (size 8 x 11" or larger). Plans to be signed and stamped by a Licensed P.E. or Architect.

TITLE OF DRAWING(S)

DRAWING NO.

DATE

CONTRACTOR

ENGINEER OR ARCHITECT

NAME:

NAME:

ADDRESS:

ADDRESS:

PHONE:

PHONE:

License #:

License #:

Send Correspondence to:

ENGINEER OR ARCHITECT CERTIFICATION: I have supervised the preparation of plans and specifications of the entire work represented herein and hereby certify that all conform to the applicable codes, enactments, ordinances, resolutions and regulations of the State of New York in regard to construction and maintenance of buildings and structures and in regard to health and fire protection.

Licensed professional
Engineer or Architect:

Date:

Applicant hereby requests approval for the described in Part 1 hereof and agrees to be bound by all provisions, terms and conditions if this application.

By (signature of Applicant(s) authorized Representative):

Print Name: _____ Signed: _____

Title: _____ Date: _____

PART TWO: Prepared by the Department or its Operating Agent.

The above application is:

- Disapproved
- Approved by Airport Management for further consideration of compliance with the Building Code and all applicable requirements.

Subject to the following conditions:

Airport Director

Date

or

Operating Agent Signature

Date

Print Name and Title

PART THREE:

This application is:

Disapproved

Approved

Approved for Compliance with the Building Code and Airport Operations, subject to the conditions noted:

NYSDOT Code Enforcement Official

Date

Please advise the Airport Director in writing when this work has been completed and is ready for inspection.

TERMS AND CONDITIONS

1. In the performance of the work covered hereunder, Applicant shall, unless otherwise directed in writing by The Department, conform to the requirements of all applicable codes, enactments, ordinances, resolutions and regulations of the State of New York in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection. Applicant's obligation to comply with the above governmental requirements is for the purpose of assuring proper safeguards for the protection of persons and property at the Airport and is not to be construed as a submission by the Department to the Application to itself of such requirements or any of them.

2. Applicant shall also comply with Federal, State and Municipal laws, statutes, orders and regulations, if any, as may be legally applicable to the work or the performance thereof or its employees. Applicant shall consult with the Department or its operating agent with respect to the applicability of any and all laws, statutes, codes, enactments, ordinances, resolutions and as to the procedures to be followed before taking any other action with respect thereto, and shall follow the instructions and procedures prescribed with respect thereto.

3. Applicant shall also observe and obey and shall compel its officers, employees, agents, contractors and others on the Airport to observe and obey the Rules and Regulations in accordance with the lease agreement.

4. Applicant shall procure and maintain comprehensive general liability insurance in accordance with the Agreement and shall also procure and maintain, and shall require any contractor performing the work to procure and maintain, appropriate Workman's Compensation Insurance.

5. Applicant shall indemnify and hold harmless the Department, its operating agent and their officers, agents and employees in accordance with the lease agreement.

6. Applicants shall pay, or cause to be paid, all claims lawfully made against it in accordance with the lease agreement.
7. Only first-class quality materials and workmanship shall be used in the performance of the work, which shall be done in accordance with the drawings described in Part 1 of this Application and to the satisfaction of the Department and subject to the inspection of the work by the Department.
8. Applicant shall notify the Airport Manager not less than two days prior to the commencement of the work, and shall complete the same within the number of days specified in Part 1 of this Application, and upon completion shall notify the Airport Manager.
9. In the performance of the work, the Applicant shall not do or permit to be done any act affecting the operation of any existing plumbing, heating, fire protection, fire alarm, sewerage, drainage, water supply, electrical sprinkler, ventilating, refrigerating, fuel or communications systems at the Airport or other such service system thereat, including pipes, tubes, lines, mains, wires, conduits, equipment and fixtures, except with specific, prior written approval of the Airport Manager or the Department's Engineer.
10. (a) Prior to the commencement of the work, and throughout the performance thereof, the Applicant shall erect and maintain at its own expense in or about the space such barriers, shields and other suitable protective devices for the protection of the public and others and their property as, in the opinion of the Airport Manager or the Department Engineer, may be necessary or desirable for the purpose. The work shall be performed in such a manner as will cause minimum inconvenience to members of the public and others at the Airport. During the performance of the work, the Applicant shall not permit the accumulation in or about the space of any debris, rubbish or litter of any sort resulting from such performance and shall make such arrangements for the frequent removal

thereof from the Airport. By means of facilities to be furnished by the Applicant, as may in the opinion of the Airport Manager be necessary to prevent such accumulation.

(b) Notwithstanding the approval of this permit by the Department, the Applicant shall not perform or permit to be performed any work hereunder, the performance of which or the subsequent use or occupancy of which will (1) invalidate or conflict with any insurance covering the Airport or any part thereof, or in any property located therein or thereon, or (2) increase the rate of any fire insurance, extended coverage, rental insurance or other insurance on the Airport, or any part thereof or upon any property located therein or thereon. The Applicant shall promptly observe, comply with and execute the provisions of any and all present and future rules, regulations, requirements, orders, directions and standards of the National Board of Fire Underwriters as interpreted by the Fire Insurance Rating Organization of New York, or any other board or organization exercising or which may exercise similar functions, which may pertain or apply to the performance of the work or to the completed work (including use or operation thereof), and the applicant shall make any and all structural and non-structural improvements, alterations, repairs or rebuilding of the work that may be required at any time thereafter by any such present or future rule, regulation, requirement, order or direction. If because of the work done by reasons of any failure on the part of the Applicant to comply with the provision of this paragraph any such insurance shall at any time be limited, cancelled or invalidated, the Applicant shall be higher than it otherwise would be, then the Applicant shall furnish to the Department evidence of approval of the work by the insurance authority having jurisdiction.

11. Title to any installation, improvement, alteration, modification, addition, repair or replacement resulting from work done pursuant hereto shall immediately upon completion vest in the Department in accordance with the agreement.

12. A Certificate of Completion shall be issued to the Applicant by the Department upon request of the Applicant upon completion of the work hereunder in accordance with the terms and conditions hereof and inspection thereof by the Airport Manager. Issuance of

such certificate shall not preclude the Department from showing that the Applicant has failed to comply with its obligations hereunder nor shall it release the Applicant from such obligation.

13. Wherever the term “Department” appears herein, it shall be deemed to mean the Aviation Division of the New York State Department of Transportation.

14. In addition, all of the foregoing work to be performed hereunder shall be performed subject to and in accordance with the terms and provisions of the Agreement.

15. These Terms and Condition and all the obligations assumed by the Applicant hereunder shall apply and pertain with like effect whether the work covered hereunder is being performed by the Department or its contractors or whether it is being performed by another person with the permission of the Department or said other person’s contractors.

APPLICANT: _____ DATE: _____