

ALBANY COUNTY AIRPORT AUTHORITY
 ALBANY INTERNATIONAL AIRPORT
 ADMINISTRATION BUILDING
 SUITE 200
 ALBANY, NEW YORK 12211-1057

TEL: 518-242-2222
 ADMIN FAX: 518-242-2641
 FINANCE FAX: 518-242-2640
 SITE: www.albanyairport.com

ACAA Approved
 03/18/2019

Minutes of the Special Meeting of the Albany County Airport Authority

January 11, 2019

Pursuant to notice duly given and posted, the regular meeting of the Albany County Airport Authority was called to order on Friday, January 11, 2019 @ 11:30 a.m. in the 3rd Floor Conference Room of the main terminal located at the Albany International Airport by Chairman Kenneth J. Doyle with the following present:

MEMBERS PRESENT

Rev. Kenneth J. Doyle
 Patricia M. Reilly
 Tony Gorman
 Kevin R. Hicks
 Steven H. Heider
 Samuel A. Fresina

MEMBERS ABSENT

Lyon M. Greenberg, M.D.

STAFF

John A. O'Donnell
 William J. O'Reilly
 Peter Stuto
 Steve Iachetta
 Liz Charland
 Helen Chadderdon
 Doug Myers
 John LaClair

ATTENDEES

Fred Acunto, Airport Manager, AvPorts
 John DelBalso, Assistant Airport Manager, AvPorts
 Ray Casey, Airport Consultant
 Bart Johnson, Federal Security Director, TSA
 Eric Anderson, Times Union

Action Items:

1. **Authorization of Contracts/Leases/Contract Negotiations/Contract Amendments**
 - 1.1 **Professional Services Contract: Contract No. S-969 Construction Management Services with Turner Construction Company.**

Mr. Stuto recommended authorization to award Professional Services Contract: Contract No. S-969 Construction Management Services with Turner Construction Company in an amount not-to-exceed \$600,000. He advised in August of 2018 the Board approved the selection of Turner Construction Company as the Construction Manager for the Garage and Terminal Improvement Project and staff then negotiated a Scope of Work and fee schedule. The funding will come from a combination of NYSDOT grant funds, Airport Authority funds and FAA AIP Funds. The percentages are not yet fully determined but are approximately 52% State, 41% Airport and 6% Federal.

Mr. Hicks moved to authorize the award of Professional Services Contract S-969 for Construction Management Services for the Garage and Terminal Improvement Project with Turner Construction for an amount not-to-exceed \$600,000. The motion was adopted unanimously.

1.2 Concession Contract: Approve Amendment No. 2 to Concession Contract No. 566-CON-FB: FOOD & BEVERAGE CONCESSION AGREEMENT

Mr. O'Reilly recommended authorization to approve Amendment No. 2 to the Food & Beverage Agreement with Host International, Inc. (HMS Host). He advised this Amendment will add the current McDonald's space to the HMS Host assigned area; HMS Host will fit-up and operate in the space as Burger King. HMS shall fit the space up to industry standards for the brand chosen, estimated to cost \$725,000. The Authority will reimburse HMS \$270,000 of that cost; the final 5-year option term will be exercised to extend the term of the agreement to December 31, 2029; HMS will enter a joint venture with an Airport Concession Disadvantaged Business Enterprise (ACDBE) for the new location. The ACDBE will have a 20% interest in Burger King concession; the Minimum Annual Guaranty (MAG) will be increased in the year 2020 by \$70,000 per year, from \$620,000 per year to \$690,000 per year; and the payment to the Authority as a percent of Gross Revenue attributable to the newly assigned area will be

Percent Payment	Gross Revenue
8%	\$0 - \$1,000,000
11%	\$1,000,001-\$1,400,000
15%	Greater than \$1,400,001

Mr. Fresina moved to authorize said Amendment No. 2 to concession contract 566-CON-FB with Host International, Inc. (HMS Host). The motion was adopted unanimously.

1.3 Construction Contract: Contract No. 989-PC Parking Garage Precast Concrete

Mr. LaClair recommended authorization to award Contract 989-PC for the Parking Garage Expansion Precast Concrete to Unistress Corp. of Pittsfield, MA for \$10,400,000. The contract scope includes fabricating all precast concrete pieces needed to construct a 5 level (1000 car) precast double Tee beam parking garage. The contract also includes the delivery and the erection of all the pieces per the contract drawings. A signed PLA agreement is included in the contract documents for this project. Award of this contract is pending NYSDOT concurrence.

Mr. Hicks moved to authorize the award of Contract 989-PC for the Parking Garage Expansion Precast Concrete with Unistress Corp. of Pittsfield, MA for \$10,400,000 contingent upon NYSDOT concurrence. The motion was adopted unanimously.

Father Doyle made a motion to go into Executive Session to discuss:

1. Matter relative to a particular corporation; and
2. Matter relating to the employment history of a particular individual.

The motion was adopted unanimously.

Father Doyle made a motion to out of Executive Session. The motion was adopted unanimously.

There being no further business, the meeting was adjourned at 12:15 p.m.



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**ALBANY COUNTY AIRPORT AUTHORITY
REGULAR MEETING
AGENDA**

January 11, 2019

- 1. Authorization of Contracts/Leases/Contract Negotiations/Contract Amendments**
 - 1.1 Professional Services Contract: Contract No. S-969 Construction Management Services with Turner Construction Company.**
 - 1.2 Concession Contract: Approve Amendment No. 2 to Concession Contract No. 566-CON-FB: FOOD & BEVERAGE CONCESSION AGREEMENT**
 - 1.3 Construction Contract: Contract No. 989-PC Parking Garage Precast Concrete TO BE HANDED OUT AT MEETING**

- 2. Executive Session:**
 - ES-1 – Matter Concerning the Hiring of a Particular Corporation**
 - ES-2 – Matter Relating to the Employment History of a Particular Individual**

NOTICE

TIMES UNION

timesunion.com

Albany Times Union
News Plaza
Box 15000
Albany, New York 12212

ALBANY INTERNATIONAL AIRPORT
737 ALBANY SHAKER RD
ADMINISTRATIVE BLDG SUITE 204
ATTN: KATIE KANE
ALBANY, NY 12211

Account Number: 061026000
Order Number: 0004035082
Order Invoice Text: Special Meeting

T Tomes / B Goodwin / S Rawling / R Bernard / T Duquette of the city of Albany, being duly sworn, says that he/she is principal Clerk of THE TIMES UNION, a daily newspaper printed in the county of Albany, Town of Colonie, and Published in the County of Albany, Town of Colonie and the city of Albany, aforesaid and that notice of which a printed copy is annexed has been regularly published in the said ALBANY TIMES UNION on the following dates

01-08-2019

SUSAN R WRIGHT
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01WR4793115
Qualified in Albany County
My Commission Expires 1/31/22

Sworn to before me, this Friday, January 4, 2019

Notary Public
Albany County

ALBANY COUNTY AIRPORT AUTHORITY

SPECIAL MEETING

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TU11 4035082



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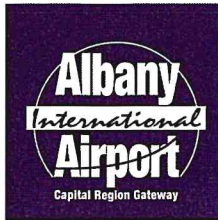
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*Facebook
Lobby
1-8-19
JMC*

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Liz Charland

From: Liz Charland
Sent: Friday, January 4, 2019 9:03 AM
To: 'TU Legals'
Subject: RE: Please publish the following one time as soon as possible. Thank you.
Importance: High

Please change the time to 11:30 a.m. Thank you.

From: Tomes, Terrie [mailto:Terrie.Tomes@timesunion.com] **On Behalf Of** TU Legals
Sent: Friday, January 4, 2019 9:02 AM
To: Liz Charland <LCHARLAND@albanyairport.com>
Subject: RE: Please publish the following one time as soon as possible. Thank you.

Please see attached proof with charges. Reference order #4035082.

If you have questions please call us at 518-454-5543.

Thank you,

Terrie Tomes
Times Union Legals
tulegals@timesunion.com
ALWAYS USE EMAIL: tulegals@timesunion.com

From: Liz Charland <LCHARLAND@albanyairport.com>
Sent: Friday, January 04, 2019 8:28 AM
To: TU Legals <TULegals@TimesUnion.com>
Subject: Please publish the following one time as soon as possible. Thank you.
Importance: High

ALBANY COUNTY AIRPORT AUTHORITY

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Liz Charland

From: Liz Charland
Sent: Friday, January 4, 2019 9:02 AM
To: 'Saratogian Newspapers'; 'The Colonie Spotlight'; 'The Gazette'; 'The Troy Record'
Subject: RE: Please publish in the community section one time as soon as possible.

This should read 11:30 a.m. Please make that correction. Thank you.

From: Liz Charland
Sent: Friday, January 4, 2019 8:29 AM
To: 'Saratogian Newspapers' <news@saratogian.com>; 'The Colonie Spotlight' <capitaldistrict@theclassifiedsuperstore.com>; 'The Gazette' <news@dailygazette.net>; 'The Troy Record' <calendar@troyrecord.com>
Subject: Please publish in the community section one time as soon as possible.
Importance: High

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Liz Charland

From: Liz Charland
Sent: Friday, January 4, 2019 8:27 AM
To: 'Bart Johnson'; 'Bob Heitz'; 'Brandon Russell, Majority Counsel'; 'County Executive Daniel P. McCoy'; 'Dave Collins'; 'Douglas A. Bullock, Albany County Mass Transit Committee Chair'; 'Eric Anderson'; 'Frank Mauriello, Albany County Minority Leader'; 'Fred Acunto'; 'George Penn (Albany County)'; 'Jill Bryce'; 'John DelBalso'; 'Kelly Boyea (Albany County)'; 'Majority Leader Dennis Feeney'; 'Mike DeMasi'; 'Pam Allen'; 'Pete Rea (prea@dot.state.ny.us)'; 'Spotlight News'; 'WRGB News'
Subject: Special Board Meeting Friday January 11, 2019 at 11:30 a.m.
Importance: High

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Liz Charland

From: Liz Charland
Sent: Friday, January 4, 2019 8:27 AM
To: 'Kenneth Doyle'; 'Kevin R. Hicks, Sr. - IPAD'; 'Kevin R. Hicks, Sr. (Personal)'; 'Lyon Greenberg, MD'; 'Lyon Greenberg, MD - IPAD'; 'Patricia M. Reilly'; 'Patricia M. Reilly - IPAD'; 'Rev. Kenneth Doyle (Personal)'; 'Samuel A. Fresina'; 'Samuel A. Fresina - IPAD'; Steve Heider; 'Steven H. Heider'; 'Tony Gorman'; 'Tony Gorman - IPAD'
Subject: Special Board Meeting Friday January 11, 2019 at 11:30 a.m.
Importance: High

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SPECIAL MEETING

AGENDA

January 11, 2019

Action Item:

1. **Authorization of Contracts/Leases/Contract Negotiations/Contract Amendments**
 - 1.1 **Professional Services Contract: Contract No. S-969 Construction Management Services with Turner Construction Company.**
 - 1.2 **Concession Contract: Approve Amendment No. 2 to Concession Contract No. 566-CON-FB: FOOD & BEVERAGE CONCESSION AGREEMENT**
 - 1.3 **Construction Contract: Contract No. 989-PC Parking Garage Precast Concrete TO BE HANDED OUT AT MEETING**

AGENDA ITEM NO. 1.1

**Professional Services Contract: Contract
No. S-969 Construction Management Services with
Turner Construction Company**

AGENDA ITEM NO: 1.1
SPECAIL MEETING
MEETING DATE: January 11, 2019

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA Approved
01/11/2019

DEPARTMENT: *Administration/Legal Department*

Contact Person: *John A. O'Donnell, Chief Executive Officer
Peter F. Stuto, General Counsel*

PURPOSE OF REQUEST:

Professional Services Contract: *Contract No. S-969 Construction Management Services
with Turner Construction Company*

CONTRACT AMOUNT:

Base Amount: NTE \$600,000

BUDGET INFORMATION:

Anticipated in Current Budget: Yes J No NA
Funding Account No.: CPN's 2250, 2252, 2262, 2263, 2275 and 2290

AWARD CONDITIONS MET:

Apprenticeship N/A DBE 7.4% MWBE N/A

Service Disabled Veteran Owned Business (SDVOB) N/A

FISCAL IMPACT - FUNDING (Dollars or Percentages)

*Funding will come from a combination of NYSDOT grant funds, Airport Authority funds
and FAA AIP Funds. The percentages are not yet fully determined but are approximately
52% State, 41% Airport and 6% Federal.*

JUSTIFICATION:

*The Authority voted to approve the selection of Turner Construction Company as the
Construction Manager for the Garage and Terminal Improvement Project in August 2018.
Staff has negotiated a Scope of Work and fee schedule to be billed on a time card basis, for
a fee not to exceed \$600,000. The Construction manager shall be the Authority
representative on the project, coordinate master schedules, evaluate adverse conditions,
coordinate and expedite the design professionals in designing the project, review design and
construction documents, prepare estimates, maintain project budget control, monitor and
coordinate the construction phase, review payment applications of contractors, review and
process change orders and process and coordinate close-out.*

AGENDA ITEM NO: 1.1
SPECIAL MEETING
MEETING DATE: January 11, 2019

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES NA

PROCUREMENT DEPARTMENT APPROVAL:

Procurement complies with Authority Procurement Guidelines and Chief Financial Officer has approved. Yes NA

BACK-UP MATERIAL:

- 1) *Draft Agreement*
- 2) *Draft Scope of Work*

DRAFT

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE**

**ALBANY COUNTY AIRPORT AUTHORITY
AND
TURNER CONSTRUCTION**

**FOR THE
1,000 CAR PARKING GARAGE
TERMINAL IMPROVEMENTS
AT THE ALBANY INTERNATIONAL AIRPORT**

CONTRACT NO. S-969 Construction Manager

THIS AGREEMENT is made and entered into effective the 1st day of December, 2018, by and between the **ALBANY COUNTY AIRPORT AUTHORITY** (the "Authority"), a body corporate and politic constituting a public benefit corporation established and existing pursuant to the Albany County Airport Authority Act enacted by Chapter 686 of the laws of 1993 and set forth in Title 32 of the New York Public Authorities Law, having offices at the Administration Building, Room 200, Albany International Airport, Albany, NY, 12211 and Turner Construction Company, (the "Consultant"), a **New York Corporation** having its office and principal place of business at 1 Computer Drive, Albany, NY 12205.

RECITALS

1. The County of Albany (the "County") is the owner of the Albany International Airport (the "Airport"), located in the Town of Colonie, County of Albany, State of New York.
2. The County and the Authority have entered into an Airport Lease Agreement, effective as of May 16, 1996, for a term expiring December 31, 2049, whereby the AUTHORITY has the exclusive right to operate, maintain and improve the Airport and do anything else permitted by law, subject only to the restrictions and conditions stated in such Airport Lease Agreement and in accordance with applicable law.
3. The Consultant has heretofore submitted a proposal, dated November 1, 2018, for the project entitled 1,000 Car Parking Garage (project # 989) and Terminal improvements (Project #991)
4. The Authority has negotiated a scope of work with the Consultant as described herein.
5. This Agreement had been duly authorized by the Albany County Airport Authority by resolution adopted on January _____, 2019

NOW THEREFORE, in consideration of the mutual covenants contained herein, the

parties hereto agree as follows:

ARTICLE I - SERVICES TO BE PERFORMED

The Consultant shall perform the services hereinafter set forth under Article II, entitled "Scope of Work" on an hourly basis.

ARTICLE II - SCOPE OF WORK

The Authority agrees to and hereby does retain and employ the service of the Consultant because of its ability and reputation and the Consultant agrees to perform such service of said project being particularly described in the Scope of Work, attached as **SCHEDULE "A"** hereto, and made a part hereof.

ARTICLE III - FEES

In consideration of the terms and obligations of this Agreement, the Authority agrees to pay and the Consultant agrees to accept as full compensation for all services rendered under this Agreement those costs for work actually performed in accordance with the "Fee Schedule" attached as SCHEDULE "B" hereto, and made a part hereof.

Consultant's fees in the aggregate shall not exceed \$600,000 without prior written consent of the AUTHORITY.

Payment of fees shall be made upon proper completion of a Claim Form by the Consultant. The Claim Form is set forth at the end of Schedule "B", Fee Schedule. Payment by the Authority to the Consultant shall be due and payable within thirty (30) days of receipt of a complete, accurate and acceptable Claim Form by the Authority.

ARTICLE IV - AVAILABLE DATA

All technical or other data relative to the work in the possession of the Authority or in possession of the Consultant shall be made available to either party without expense.

ARTICLE V - COOPERATION

The Consultant shall cooperate with representatives, agents and employees of the Authority and the Authority shall cooperate with the Consultant to the end that work may proceed expeditiously and economically.

ARTICLE VI - EXTRA WORK

If the Consultant is of the opinion that any work the Consultant has been directed to perform is beyond the scope of this Agreement or the agreed number of hours and constitutes Extra Work, the Consultant shall promptly notify the Authority in writing of the fact. The Authority shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement or the agreed number of hours and whether or not it constitutes Extra Work. In the event that the Authority determines in writing that such work does constitute Extra Work, it shall provide extra compensation to the Consultant.

ARTICLE VII - ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the Consultant, which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the Authority upon request. Such records shall be accessible to the Authority for a period of six (6) years following the date of final payment by the Authority to the Consultant for the performance of the work contemplated herein. As the compensation of this agreement is determined by time allocated and approved, the audit provisions shall be limited to time applied to the project and any direct expenses submitted for reimbursement.

ARTICLE VIII - ASSIGNMENTS

The Consultant specifically agrees as required by Section 109 of the New York General Municipal Law that the Consultant is prohibited from assigning, transferring, conveying, sub-contracting, or otherwise disposing of this Agreement, or of Consultant's right, title or interest therein without the previous consent, in writing, of the Authority.

ARTICLE IX - OWNERSHIP OF MATERIALS

All rights, titles and ownership in and to all materials prepared under the provision of this Agreement shall be in the Authority including the right of republication.

ARTICLE X - INDEPENDENT CONTRACTOR

The Consultant, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be an agent, employee, or otherwise of the Authority by reason hereof, and that it will not, by reason hereof, make for itself, its representatives, or employees, any claim, demand or application to or for any right or privilege applicable to an agent, employee, or otherwise of the Authority, including, but not limited to Workman's Compensation coverage, Unemployment Insurance benefits, Social Security coverage, or Retirement membership or credit.

ARTICLE XI - INDEMNIFICATION

The Consultant shall indemnify and save harmless the Authority, its employees and agents, including the County of Albany, the Federal Aviation Administration, the State of New York and AFCO AvPORTS Management, LLC, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent act or omission or intentional act of the Consultant, to the extent of their responsibility for such claims, damages, losses and expenses and to the fullest extent as possible by law.

The AUTHORITY and Consultant shall work together in drafting the construction specifications and contracts to include language in such construction contracts which will obligate the contractors to indemnify, hold harmless and defend the Consultant in a manner satisfactory to Consultant. The AUTHORITY and Consultant shall also work together in drafting the construction specifications and contracts to include language in such construction contracts which will obligate the contractors to name the Consultant as an additional insured on the insurance policies required to be obtained and submitted by such contractors in such contracts.

ARTICLE XII - INSURANCE

The CONSULTANT shall procure and maintain at its own expense and without direct expense to the AUTHORITY until final acceptance by the AUTHORITY of the services covered by this Agreement, insurance policies of the kinds and the amounts hereafter provided, issued by insurance companies **licensed** by New York State and having an **A.M. Best rating of "A-" or better**, covering all operations under this Agreement, whether performed by the CONSULTANT or by sub-contractors. Before commencing the work, the CONSULTANT shall furnish the AUTHORITY a certificate or certificates, in a form satisfactory to the AUTHORITY, showing that it has complied with these requirements, which certificate or certificates shall provide that the policies shall be automatically renewed and not be materially changed or canceled until thirty (30) days' written notice has been mailed to the AUTHORITY. Certificates which contain a provision or reservation in the cancellation clause that the issuing company will endeavor to mail thirty (30) days notice to the certificate holder, Abut failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives, or similar conditional notice of cancellation provisions, will not be accepted by the AUTHORITY.

- (a) The kinds and amounts of insurance required are as follows: (CONSULTANT'S sub-contractors and subconsultants shall procure and maintain the same insurance as applicable.)

- 1. Workers' Compensation and Employers Liability Insurance: A- policy or policies providing protection for Employees of the CONSULTANT or subcontractor in the event of job-related injuries as required by law.

Coverage A:	Statutory		
Coverage B:	Bodily Injury by Accident	\$1,000,000	each accident
	Bodily Injury by Disease	\$1,000,000	policy limit
	Bodily Injury by Disease	\$1,000,000	each

employee

- 2. Automobile Liability Policies including coverage for any owned automobile(s), hired automobile(s) and non-owned automobile(s), shall be furnished with limits of not less than:

Liability For Bodily Injury & Property Damage Combined Single Limit	\$5,000,000
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- 3. General Liability Insurance: Commercial General Liability (Occurrence Form) including contractual, personal injury, premises/products and completed operations liability, explosion, collapse and underground and broad form property damage and shall cover all operations and shall be furnished with limits of not less than:

Liability For Bodily Injury & Property Damage Combined Single Limit	\$5,000,000
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The general liability insurance required must include contractual liability insurance applicable to CONSULTANT'S obligations under this Agreement. Provide a list of all endorsed exclusions, if any. CONSULTANT shall maintain products/completed operations coverage for the duration of this Agreement and for a minimum of three years after

completion of all services covered by this Agreement

4. Professional Liability Insurance: CONSULTANT shall maintain a Professional Liability policy throughout the duration of this Agreement and agrees to maintain the policy for a minimum of three years after completion of all services covered by this Agreement.

Limit \$5,000,000 Each Claim

If the policy has an annual aggregate limit, CONSULTANT shall immediately notify the AUTHORITY of any and all claims which have or may be charged against such limit.

The above specified limits may be met through either primary or excess coverage policies, provided that any excess coverage is written on a following form basis and it is at least as broad as the underlying policies and that any deductible or retention amount does not exceed \$25,000 or 10% (in total), whichever is less, of the required liability limits. The AUTHORITY may accept policies with coverage, exclusions or liability limits different than those specified above when such policies, in the sole judgment of the AUTHORITY, will provide satisfactory protection to the AUTHORITY.

The policies specified above, except for Professional Liability, Workers' Compensation and Disability Benefits, shall be endorsed to include the **ALBANY COUNTY AIRPORT AUTHORITY AND ITS AGENT, AFCO AvPORTS Management, LLC, THE COUNTY OF ALBANY, THE FEDERAL AVIATION ADMINISTRATION, and THE STATE OF NEW YORK**, and any other substituted or additional agents the AUTHORITY may hire, as additional insureds, as respects services performed by the CONSULTANT and all policies shall include a provision restricting the right of the insurer to cancel or materially change such coverage except upon thirty days' written notice to AUTHORITY. Certificates evidencing the coverage of the additional insureds a copy of the policy endorsement that adds the requested entities as Additional Insureds, or that section of the General Liability policy that provides for automatic coverage for Additional Insureds when it is required under the terms of a written contract shall be delivered to AUTHORITY prior to performing any services under this Agreement.

- b) The policy or policies covering the obligations of the CONSULTANT, set forth in subparagraph (a)(1) above, shall be in accordance with the provisions of any applicable Workers' Compensation or Disability Benefits Law, including for the State of New York, Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and amendments thereto, and Chapter 600 of the Laws of 1949, as amended, known as the Disability Benefits Law. This Agreement shall be void and of no effect unless the CONSULTANT procures such policy or policies and maintains the same in force during the term of this Agreement.
- (c) If AUTHORITY has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONSULTANT in accordance with paragraph (a) on the basis of its not complying with this Agreement, the AUTHORITY will notify CONSULTANT in writing thereof within thirty (30) days of the date of delivery of such certificates to the AUTHORITY. CONSULTANT will provide such additional information in respect of insurance

provided by CONSULTANT as the AUTHORITY may reasonably request. Failure of AUTHORITY to give any such notice of objection within the time provided shall constitute acceptance of such insurance as carried by the CONSULTANT as complying with this Agreement.

ARTICLE XIII - TERMINATION OF CONTRACT

The Parties agree that the service set forth under Article II - "Scope of Work" of this Agreement shall commence on an hourly basis upon execution of the Agreement and will continue in effect until completed.

The Authority shall have the right at any time to terminate this Agreement without cause, provided that thirty (30) days written notice of such termination is given in advance by the party terminating the contract. In the event this Agreement is terminated, the Consultant shall be entitled to full compensation, as allowed for herein, for all work previously authorized and performed pursuant to this Agreement. This Agreement can be terminated on twenty four (24) hours written notice or termination for cause and compensation to Consultant will be on quantum merit less any backcharges or damages sustained or to be sustained by the Authority due to consultants gross negligence.

Suspension or Termination of Performance

- (A) Authority may at any time, and for any reason, direct architect to stop Consultants services under this agreement for a period of time. This direction must be in writing and must specify the period during which the services are to be stopped. Consultant shall resume services on the date specified in the direction, or on any other date owner subsequently specifies in writing. The period during which services are stopped is deemed to be added to the time fixed for performance. Stoppage of services under this Section shall not give rise to any claim against owner.
- (B) In the event that:
 - (a) Grounds for cancellation of the agreement under this section arise;
 - (b) Consultant otherwise defaults under this agreement;
 - (c) Authority gives consultant written notice that in its opinion, the conduct of consultant is such that the interests of owner are likely to be impaired or prejudiced, stating the facts on which the opinion is based; then authority may, on written notice to consultant, immediately terminate this agreement for cause.
- (C) Nothing in this Section is to be construed to relieve consultant from any liability and/or damages sustained by authority as a result of any breach by consultant of this agreement, and payment by authority to consultant of any monies pursuant to this section does not bar owner from any and all remedies it may otherwise have against consultant for any failure of consultant to perform its services in accordance with this agreement.
- (D) Authority is not required to pay consultant under this section until consultant has satisfactorily completed the services required to be performed to the agreed point of suspension or termination.

- (E) Payment by owner to consultant of any monies pursuant to this Section does not bar owner from any and all remedies it may otherwise have against consultant for any failure of consultant to perform its services in accordance with this agreement.
- (F) All drawings, plans, specifications, rendering and models, etc. are the property of authority. They are not to be used by any person other than authority on other projects unless expressly authorized by owner. Consultant is not responsible for any work that has not been completed as of the date of termination under this agreement.

ARTICLE XIV - DELIVERY OF RECORDS

In the event of the termination of this Agreement, as provided in ARTICLE XIII, hereof, all data and records pertaining to the Agreement shall be delivered within twenty (20) days to the Authority or its duly authorized representative. In case of failure of the Consultant to make such delivery on demand, then and in that event, the Consultant shall be liable to the Authority for any damages it may sustain by reason thereof.

ARTICLE XV - DISSOLUTION

In the event of dissolution of the Consultant during the existence of this Agreement, the Consultant shall give thirty (30) days' notice in writing to the Authority in advance of such dissolution.

ARTICLE XVI - LICENSES

The Consultant shall at all times obtain and maintain all licenses required by New York State to perform the services required under this Agreement.

ARTICLE XVII - NON-DISCRIMINATION REQUIREMENT

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the Consultant agrees that it shall not, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

ARTICLE XVIII - NON-APPROPRIATIONS CLAUSE

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the Authority for payment, the Authority will immediately notify the Consultant of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Authority of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE XIX - APPLICABLE LAW

This Agreement shall be construed for all purposes under the laws of the State of New York. Any litigation pursuant to this Agreement shall be in the Supreme Court of the State of New York in the County of Albany.

ARTICLE XX – MANDATORY FEDERAL CONTRACT PROVISIONS

Federal laws and regulations prescribe that certain provisions be included in certain contracts. The provisions set forth in Appendix B are attached hereto and made a part hereof.

ARTICLE XXI - NOTICE

All notices and documents required to be given or made by the Consultant pursuant to this Agreement shall be given or made to:

Albany County Airport Authority
Chief Executive Officer
Albany International Airport
Administration Bldg. Room 200
Albany, NY 12211

All notices and documents to be given or made by the Authority pursuant to this Agreement shall be given or made to:

Turner Construction Company
General Manager and Vice President
1 Computer Drive South
Albany, New York 12205

ARTICLE XXI - INVALID PROVISIONS

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court or competent jurisdiction, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either Authority or Consultant in their respective rights and obligations contained in the valid covenants, conditions or provisions in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the Authority, acting by and through the Chairman of the Authority, and the Consultant, by and through a duly authorized officer has executed this Agreement effective the day and year first above written.

ALBANY COUNTY AIRPORT AUTHORITY

BY: _____
Rev. Kenneth J. Doyle
Chairman

TURNER CONSTRUCTION COMPANY

BY: _____
Carlton E. Stewart III
Vice President / General Manager

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

On the _____ day of _____, 20____, before me personally appeared REV. KENNETH J. DOYLE, to me known, to be the person who executed the above instrument, who, being duly sworn, did depose and say that he resides in the County of Albany, that he is the Chairman of the Albany County Airport Authority, the public benefit corporation described in, and which executed the foregoing instrument in the name of the Albany County Airport Authority pursuant to a resolution adopted by the Albany County Airport Authority on _____; and that he signed his name thereto by like authorization.

Notary Public

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

On this _____ day of _____, 20____, before me personally came _____, to me known, who, being duly sworn, did depose and say that he resides in _____ County, that he is a _____ of _____, the partnership described in, and which executed the within instrument.

Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he/she resides in _____ County, that he/she is the _____ of _____, the corporation described in, and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order to the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

Notary Public

SCHEDULE "A" to CM
Construction Management Services
SCOPE OF SERVICES

New 1,000 Car Parking Garage and Terminal Improvements

The Albany County Airport Authority (“AUTHORITY”)a) was the recipient of a grant from the New York State Department of Transportation (“NYSDOT”) in 2018, the terms of which are embodied in an Aviation Project Funding Agreement, executed in the Summer/Fall of 2018 (the “Grant Agreement”). Construction Manager acknowledges receipt of the Grant Agreement. In general terms, the AUTHORITY has retained the services of the Construction Manager in order to implement the construction of the project described in the Grant Agreement in a cost effective manner and in support of the timeframe set forth in the Grant Agreement, with a specific construction completion date of 3/31/2020. The construction manager can support the project up until the time the approved hourly staff are exhausted. IT IS CRITICAL THAT THE PROJECT BE COMPLETED BY THE PROJECT COMPLETION DATE OF 3/31/2020. The Scope of Services outlined for the Construction Manager is set forth below. The Construction Manager’s service are hourly and as such if these services cannot be performed within the approved time frame, the Construction Manager shall promptly notify the AUTHORITY.

A. GENERAL

1. Act as an extension to the AUTHORITY’S staff in the implementation of the project to build a new 1,000 car parking garage and to facilitate terminal improvements ("Project"). Take direction from the Chief Executive Officer. Advise and meet with the Albany County Airport Authority, Chief Executive Officer and staff.
2. Serve as the AUTHORITY's representative in the development of Airport facilities. CONSTRUCTION MANAGER will be responsible for the management and administration of all construction Primecontracts entered into by the AUTHORITY in connection with the Project.
3. Understand the functions of the AUTHORITY, Federal Aviation Administration, Architect(s), NYSDOT, Engineer(s), Prime Contractors, Consultant(s), and others with respect to each other and the Project. Incorporate into the construction planning process appropriate government regulations, including but not limited to, FAA regulations ("FARs"), OSHA regulations, , etc., and the special operational requirements of the Air Transport Association, Airlines, and Airport operations.
4. Coordinate the production and maintenance of integrated master schedules and overall phasing plans for the development and construction of the facilities.

5. For the parking garage, prepare project cost estimates and budgets for proposed facilities reflecting recent cost factors projected to the anticipated construction date.
6. Evaluate, on an on-going basis, the site and make note of any adverse conditions which may affect Project implementation, and any site restrictions or conditions which may affect the orderly flow of design and construction process, notify the AUTHORITY accordingly, and recommend corrective action(s).
7. Attend all meetings concerned with the Project, take minutes, and report the proceedings to the AUTHORITY in writing within four (4) days.
8. It is not the intent of this Agreement that the CONSTRUCTION MANAGER is to perform any design services, either architectural or engineering, and nothing contained herein shall be deemed to impose such design duties on the CONSTRUCTION MANAGER. Any design services, be them architectural or engineering, shall be provided by the AUTHORITY's own consultants.
9. Work with AUTHORITY in investigating the feasibility of a Project Labor Agreement. Should the feasibility study justify a Project Labor Agreement, negotiate on behalf of the AUTHORITY a Project Labor Agreement in the best interest of the project.

B. DESIGN PHASE

1. On behalf of the AUTHORITY, facilitate coordination between the services of the various Architect(s), Engineer(s) and their Consultant(s).. Establish an organization to achieve these objectives. Staffing shall be agreed upon by the AUTHORITY and the CONSTRUCTION MANAGER
2. Expedite and coordinate the progress of the Architect(s) and Engineer(s) and other consultants with respect to the overall project design schedule. Determine the cause of, and responsibility for, any delays. Recommend appropriate remedial action.
3. Develop a construction phasing and logistics plan which illustrates and ensures coordination of all activities throughout the site. Activities include, but are not limited to, new construction, renovation, demolition, utility work, staging, deliveries, aircraft operations, public and employee parking and pedestrian movement.
4. Review continuously throughout the Design Phase the Contract Documents prepared by the Architect(s) and Engineer(s) and make recommendations concerning the following:
 - a. Availability of materials.
 - b. Availability of labor.

Schedule A

- c. Avoidance of excessive and unnecessary labor costs.
 - d. Avoidance of Prime Contractor and Subcontractor jurisdictional disputes.
 - e. Construction detailing.
 - f. Temporary on-site facilities and requirements necessary to enable the Prime Contractor(s), CONSTRUCTION MANAGER, Architect(s) and Engineer(s), and AUTHORITY to perform their functions.
 - g. Location of on-site storage and nearby storing areas.
 - h. Testing programs.
 - i. Areas likely to result in Prime Contractor claims such as reviewing Contract Documents for proprietary specs, buildable details and workmanship.
 - j. Conformance with all applicable codes and regulations.
5. Check the Contract Documents for program coordination among the drawings, between the drawings and specifications, and between specifications and other Contract Documents, including General Requirements and direct changes to eliminate inconsistencies or provide complete plans and specifications. Monitor compliance with Historic Preservation requirements of the Project. Submit comments to ACAA for review before forwarding to consultants
6. For parking garage only, prepare and maintain a project control budget, inclusive of all major components of work, for approval by the AUTHORITY and Airlines. The budget shall be based on quantity take-off of preliminary and final contract drawings and specifications and include all costs anticipated to be incurred by the AUTHORITY in the completion of the Project.
7. For parking garage only, prepare a cost analysis of the Project at the completion of the following design milestones in such form and detail as required by the AUTHORITY:
- a. Pre-schematic and Schematic Phases:

Provide an estimate based upon measurement of physical characteristics: area, volume, and complexity of massing. Cost based upon experience. This submission should include, at a minimum, an allocation of budget by major "Construction Systems Groupings", design and consultant fees, other development costs, and the AUTHORITY's contingency.
 - b. Construction Documents Phase:
 - i. Upon 60% Contract Document completion provide an estimate of cost based upon a detailed take-off of labor, materials, and equipment: taking into account area, volume, and complexity of massing. Estimate to be summarized by major "Construction Systems Groupings" and Systems Classifications and include all budgeted costs and activities..

- ii. Upon 100% Contract Document Completion, provide estimates in the same detail, same summary, and same formats required at 60% Completion.
 - c. Upon completion of final cost estimate for each phase of design, the CONSTRUCTION MANAGER will schedule a meeting with the AUTHORITY, Architect(s), Engineer(s), and Consultants to reconcile this estimate. In the event of discrepancies in the cost estimate, additional meetings will be scheduled as required to resolve these discrepancies.
8. Advise the AUTHORITY, Architect(s), Engineer(s) and all other Consultants on the most favorable method(s) of contracting for the Project taking into account the following:
 - a. Current bidding climate;
 - b. Optimum number of bid packages;
 - c. Dates of bidding;
 - d. Use of "fast-track" if pre-approved by the AUTHORITY;
 - e. Minority and Women Owned Business Enterprise "MWBE", Service Disabled Veteran Owned Business Enterprise "SDVOB" and Disadvantaged Business Enterprise "DBE" goals; and
 - f. Purchase of long lead time items to ensure delivery by the required dates.
9. Prepare a final detailed review of, and recommendations on, the completed Contract Documents.
10. Develop and coordinate with appropriate Consultants, bid packages to effectively implement the bidding method(s) agreed upon.
11. Develop a detailed schedule that might be incorporated into the Contract Documents utilizing the AUTHORITY approved scheduling method in accordance with the following specific provisions:
 - a. Feasibility Study for Construction
 - 1) Review the Contract drawings and specifications and prepare listings of the various items of work by Primeresponsibility for each phase of the Project. Determine approximate quantities and/or units of work for each activity, if not already available. Evaluate the overall Project to determine one or more possible approaches in construction.
 - 2) Develop a precedence diagram based on the approved scheduling approach describing activities and showing the interrelations of the activities described above. Included shall be activities for submission and approval or major shop drawings and delivery of major materials and equipment.
 - b. Recommendations

Prepare recommendations as to the duration of each phase of the Project and milestones and phasing that might be incorporated into the Contract Documents.

c. Pre-bid Conference

Attend the pre-bid orientation meetings for prospective bidders on the construction work to explain why and how the proposed scheduling method will be used.

12. Analyze bids received and make recommendations concerning the award of all Contracts. If any bid exceeds the line item(s) in the control budget, then the AUTHORITY, at its option, may:

- a. Award to the lowest, responsible bidder;
- b. Reject all bids and re-advertise for new bids; or
- c. If a redesign and rebid is required, then the CONSTRUCTION MANAGER shall participate in and advise in the redesign and rebid of those components of the project. The CONSTRUCTION MANAGER shall be entitled to additional compensation for such services unless the redesign is due to the negligent action of the Construction Manager.

C. CONSTRUCTION PHASE

1. General Administration

- a. Serve as the AUTHORITY's chief representative in the field and maintain liaison amongst the AUTHORITY, the Architect(s), Engineer(s), Consultant(s) and Prime Contractors.
- b. Establish an organization to effect a positive means by which the Project will be controlled, coordinated, and expedited. Staffing shall be agreed upon by the AUTHORITY and CONSTRUCTION MANAGER on a monthly basis per the rates included in Schedule "C" , which is annexed hereto and made a part hereof.
- c. Monitor the work of the Prime Contractors to complete the project in accordance with the AUTHORITY's objectives of cost, time, and quality and in accordance with the Contract Documents drawings and specifications.
- d. Coordinate with the appropriate parties the delivery and installation of AUTHORITY purchased furnishings and equipment.
- e. Receive, investigate, and reply to all Prime Contractors' correspondence pertaining to the Work. Take appropriate action as required.
- f. Prepare, develop, maintain, and safeguard all inclusive on-site record keeping systems that meet with the AUTHORITY's approval.
- g. Supply the AUTHORITY and the AUTHORITY's Representative (if requested) with a copy of all correspondence, reports, comments, transmittals, requests, and other information relating to the Contract. This can be through web based management software

2. Meetings
 - a. Conduct all job progress meetings and job coordination meetings as required.
 - b. Record, transcribe, and issue, within four working days of the date of any job meeting, minutes of said meeting.
 - c. Attend and record miscellaneous meetings with the AUTHORITY, Architect(s), Engineer(s) or Prime Contractors.
3. Shop Drawings and Samples
 - a. Distribute MEP Coordination drawings among the Prime Contractors for their coordination of field conditions prior to submittal to the Architect(s) or Engineer(s) for their review and approval. Manage the timely processing of submittals. Return shop drawings, as necessary, for corrections and facilitate the revision process to avoid schedule delays.
 - b. Receive all samples and forward to the Architect(s) or Engineer(s) for approval.
4. Testing/Inspection
 - a. Coordinate, schedule, and monitor all testing and inspection programs as indicated in the contract documents.
 - b. Coordinate throughout construction all inspections and approvals by County Code Enforcement, Electrical Underwriters, and other applicable inspection agencies.
5. Quality Control
 - a. Establish and maintain, in coordination with the Architect(s) and Engineer(s), a quality control and quality assurance program as outlined in the documents.
 - b. Assure all required clarifications and revisions to Contract Documents are issued to the appropriate Prime Contractor as directed by the AUTHORITY and/or Architect(s) or Engineer(s).
 - c. Based on the requests for inspection by the Prime Contractors, Coordinate the inspection, by the responsible Architect(s) and/or Engineer(s), of work daily for quality and conformance to the Contract Documents. Advise Prime Contractor(s) of necessary corrective work. Inspect materials and equipment prior to installation for conformance to the specifications.

- d. Based on Field inspection reports prepared by the Architects(s) or Engineers(s) Prime Contractor, distribute to the appropriate Prime Contractor(s) for necessary corrective work. Maintain a log of the noted exception, date issued, and date corrected..
 - e. Inspect the Project jointly with the AUTHORITY, and the Architect(s) or Engineer(s) prior to the time the AUTHORITY is to use, occupy, or operate any part or all of the Project, and prepare a list of observed variances and deficiencies in the work. Distribute the list to the appropriate Prime Contractor(s) for necessary corrective work.
6. Affirmative Action Program
- Monitor, with the Prime Contractor(s), the AUTHORITY's MWBE, SDVOB and DBE Programs as appropriate. Work with Prime Contractor(s) to maximize participation and contract administration.
- The construction Manager shall provide Good faith effort to achieve 5% DBE participation goal for the volume of their contract.
7. Progressing the Work
- a. Monitor the work of all PrimePrime Contractors and, where necessary, request from Prime contractors methods to recover lost time to maintain schedule.
 - b. Coordinate the progress of Architect(s), Engineer(s) and other Consultants identified in the project schedule and, where necessary, identify methods to recover lost time to maintain schedule..
 - c. Monitor the Project to identify potential delays and advise the PrimeContractor(s) to take the necessary measures to minimize any adverse impact on the schedule.
 - d. Determine the cause of, and responsibility for, any delays. Recommend to the AUTHORITY appropriate remedial action and implement the AUTHORITY's directives.
8. Payments to Prime Contractors
- a. Progress Payments:
 - 1) Review and recommend for the AUTHORITY's approval, the Prime Contractor's detailed payment breakdown.
 - 2) Review each Prime Contractor's monthly invoices and recommend payment, no payment, or partial payment.
 - 3) Coordinate the review and approval of Prime Contractor payment requests with the Architect(s), Engineer(s), and the State of New York.

- b. Final Payment:
 - 1) Establish that all contractual close-out procedures and requirements have been met.
 - 2) Make recommendations on final payment and coordinate the close-out of contract.

9. Changes in the Work

- a. Administer the AUTHORITY's change order approval process. Implement and enforce the AUTHORITY's procedure for the processing of Change Orders.
- b. Consult with the Architect(s) or Engineer(s) concerning proposed design changes. The Architect(s) or Engineer(s) will be responsible to design changes for Authority approval whereby the CONSTRUCTION MANAGER shall coordinate the issuance of revised contract documents in an expeditious manner so as not to delay the project.
- c. Make recommendations to the AUTHORITY for such changes in the Work as the CONSTRUCTION MANAGER may consider necessary or desirable.
- d. Coordinate the processing of change orders with Architect(s), and PrimeContractor(s). Upon direction of AUTHORITY, Investigate alternatives and perform economic evaluation of all changes in the Work and evaluate the effect on other work. Provide to the AUTHORITY an independent cost estimate for each change order. Make recommendations to the AUTHORITY on approval of change orders.
- e. Evaluate requests for extensions of time and make recommendations including assessment on overall schedule and project completion.
- f. Maintain daily cost accounting records with respect to work performed on a time and materials basis.

10. Claims

- a. Analyze and evaluate all claims for Contract time extension or cost adjustment. Make recommendations to the AUTHORITY for resolution, approval, or disapproval.
- b. Assist the AUTHORITY in design and construction dispute resolutions and claims/arbitration/mediation, if required.

11. Reports

Prepare and issue in writing the following:

- a. Weekly progress reports.
- b. Periodic reports on compliance with other governmental requirements, Identified in this contract requested by the Authority
- c. For any job related injury or property damage, prepare and obtain same day photographs, OSHA Log of Illness and Injury, the CONSTRUCTION MANAGER's daily log, and any other incident/accident reports, and immediately forward to the AUTHORITY.
- d. Other reports which are from time to time required by the AUTHORITY.

12. Scheduling

The CONSTRUCTION MANAGER shall provide Construction Phase Scheduling Services in accordance with the following requirements:

a. Precedence Diagram for Construction:

Review and maintain the precedence diagram schedule as established during the design phase.

b. Review and Preparation of Schedule

1) Initial Conferences

a) Conduct conferences with Prime Contractors and the AUTHORITY's Representatives during the mobilization stage to determine sequential relationships and interdependence for each activity of the Project. Additional information to be developed in order to establish a practical work schedule includes:

- (1) An analysis of the various essential components, activities, and events required for a completed Project;
- (2) Activities of the Architect(s), Engineer(s) and AUTHORITY that affect the work progress such as approvals of shop drawings;
- (3) Activities shall not be limited to actual construction operations but shall include preparation and submission of shop drawings and samples, procurement of materials and equipment, testing, and Architect(s), Engineer(s) and AUTHORITY activities that may affect work progress; and
- (4) Such other information as may be required to prepare a complete plan and work schedule under the proposed scheduling method.

2) Sixty Day Schedule

- a) Using the above information and data acquired from the Prime Contractor develop a preliminary network schedule for the Project including activities for deliveries and submittals. This network shall show in detail the Project schedule for the first sixty (60) calendar days.
- b) This coordinated schedule shall be furnished no later than fifteen days after the award of the contracts.

Upon the AUTHORITY's approval, it shall be used to monitor progress until the Total Project Schedule is developed.

3) Total Project Schedule for Construction Completion

- a) Prepare for submittal and approval the updated schedule for the Project based on the Prime Contractor's, Architect's, Engineer's and AUTHORITY's schedule information provided. The durations and manpower information will be analyzed and reviewed with the Prime Contractors, if necessary, in order to develop a complete network. The network presentation shall include a time scale using the manpower information to realistically schedule activities having float.
- b) The Total Project Schedule for all work shall be submitted to the AUTHORITY and copies sent to the Prime Contractors within sixty (60) days after award of Contracts.

c. Monitoring of Construction Progress

1) Schedule Meetings

Bi-weekly meetings will be held by the CONSTRUCTION MANAGER to review the overall progress of the work. At such time that bi-weekly schedule meetings are no longer needed, the CONSTRUCTION MANAGER shall advise and receive approval from the AUTHORITY to change the meeting schedule.

2) Field Information

- a) To initiate the reporting from the site, the Prime Contractor's, Architect's, Engineer's and CONSTRUCTION MANAGER shall jointly prepare the input data. They shall visit the site in order to obtain the reporting information. The input data provided should contain the following information for all activities underway or completed:

If the activity is underway:

- a) The starting date of the activity commenced during the period; and

Schedule A

- b) Estimated duration remaining for the activity underway;
 - c) Percentage complete for activity underway; or 2) if the activity has been completed, its completion date.
- d. Updating Network and Reporting Procedure
- 1) The original Time Scale Network shall be updated following development of the Total Project Schedule as required to show the actual status of all activities in relation to the baseline Total Project Schedule. The critical path with the least amount of float will be posted. In the event items fall behind schedule, they will be re-plotted with partial time scaled network diagrams which will be provided for three (3) month intervals as the Work progresses.
 - 2) The following procedure shall be used to report on the construction schedule at the end of each progress updating period. The updating/progressing shall be done on a monthly basis, or as directed by the AUTHORITY.
 - a) Obtain field information at the job site from the Prime Contractors' Representatives.
 - b) Review and analyze the data before inputting into the computer. Contact the job site by telephone when additional information is required to avoid costly computer trial runs and to insure a timely report.
- e. Narrative
- 1) Specific recommendations dealing with construction scheduling and sequencing shall be made for the purpose of keeping or returning the Project on schedule.
- f. Report Distribution

Include in each updating, 1) the updated network schedule, and 2) a current narrative report.

Preservation of Records

In addition to the periodic distributions outlined herein, the CONSTRUCTION MANAGER shall maintain and safeguard a copy of all scheduling information outlined herein for turnover to the AUTHORITY at the completion of the Project, or earlier if requested by the AUTHORITY. The method intended for use by the CONSTRUCTION MANAGER in maintaining/ safeguarding this scheduling information must be submitted to the AUTHORITY for review and pre-approval.

13. Permits & Fees

- a. Assist the AUTHORITY's Engineer(s) and Architect(s) in obtaining all permits for permanent improvements, excluding permits for temporary facilities or inspection required to be obtained by Prime Contractors.

14. Close Out

a. Punch List

- 1) Prepare jointly with Architect(s) or Engineer(s) a "Punch List" for each Contract. Distribute to the appropriate Prime Contractor(s) for necessary corrective action.
- 2) At the time of substantial completion, jointly with the Architect(s)/Engineer(s) prepare a list of any remaining items of work to be completed or corrected. Distribute to the appropriate Prime Contractor(s) for necessary work. Establish a value for each item of work remaining to be completed or corrected. Coordinate with the Prime Contractors, and the County Code Enforcement Bureau building inspections and monitor Prime Contractor progress toward correcting deficiencies so as not to delay occupancy.
- 3) Make final inspection of the Project with AUTHORITY and Architect(s)/Engineer(s), using Contract Documents as a basis to determine if the Contract requirements have been fulfilled. Jointly develop a list of any variances between Contract requirements and work installed. Coordinate resolution of items which may appear on independent final lists prepared by the AUTHORITY's Architect(s)/Engineer(s). Distribute to the appropriate Prime Contractor(s) for necessary corrective action.
- 4) Follow up on all notices of corrective work to Prime Contractor(s) to assure satisfactory and timely completion of the work.
- 5) Establish that the following has been received from the Prime Contractor(s) and forward expeditiously to the appropriate party:
 - a) All necessary guarantees.
 - b) As-built drawings.
 - c) Operating and maintenance manuals.
 - d) Certificates of compliance, etc.
 - e) All turnover items required by Contract Documents.
 - f) Other items required by the PrimeContract, including but not limited to, Federal and State Grant Agreement close-out requirements.

- g) Maintain a log of receipts and turnovers, and transmittals.
- 6) Establish and document that all operating instructions have been given to the AUTHORITY's personnel consistent with PrimeContract requirements. Perform all necessary coordination.
- b. Start-Up
 - 1) With AUTHORITY's representatives and other appropriate Airport tenants and parties, coordinate with the Prime Contractors the checkout of utilities, operations of systems and equipment for readiness.
 - 2) Coordinate the initial start-up and testing by the Prime Contractors.
 - 3) Turn over to the AUTHORITY all keys, manuals, record drawings, and maintenance stock.

15. Warranty

- a. Monitor all Prime Contractors compliance with all applicable and existing warranties during installation of the work.
- b. Collect and deliver to the AUTHORITY any specific warranty given by others. Ensure that such warranties are equal or better than in the construction specifications.

SCHEDULE "B"

**FEE SCHEDULE
(with Claim Form, attached)**

Staff Rates
 Albany International Airport
 New Parking Facility
 Turner Construction Company
 12/21/2018

	Project Executive	Project Manager (Preconstruction)	Project Manager (Construction)	Senior Estimator	Senior Mechanical Estimator	Electrical Estimator	Field Engineer	Safety Manager	Accountant	Cost Engineer
Hourly Rate (salary)	\$86.48	\$65.52	\$67.34	\$54.47	\$63.49	\$51.16	\$29.89	\$61.96	\$42.03	\$31.49
Preconstruction	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Construction	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Total Hours	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Overhead & Profit Multiplier	2.62	2.62	2.62	2.62	2.62	2.62	2.62	2.62	2.62	2.62
Total Hourly Rate	\$226.58	\$171.66	\$176.43	\$142.71	\$166.34	\$134.04	\$78.31	\$162.34	\$110.12	\$82.50
Scheduling Consultant	\$130.00									
	Rate	OH & Profit Multiplier	Total Rate							
		1.35	\$175.50							

The Consultant shall include an allowance of \$25,000 for web based management software to be billed monthly as cost of service is concurred.

CLAIM FORM

TAX EXEMPT		TAX ID NO. 14-1768979	
SOLD TO: ALBANY COUNTY AIRPORT AUTHORITY		LEAVE THESE SPACES BLANK	
CLAIMANT		RECEIVED FOR AUDIT	AMOUNT
		ORDER	EXTENSIONS
		CLAIM APPROVED THIS DATE	AMOUNT
ADDRESS		SIGNED:	AUDITOR
		DATE PAID:	CHECK NO.
OFFICE OR DEPARTMENT	CODE		
P.O. NO.	QUANTITY	DESCRIPTION OF ITEMS OR WORK PERFORMED	UNIT PRICE AMOUNT
		<i>LIST INVOICE OR SALES SLIP NUMBERS IF AVAILABLE</i>	
			TOTAL \$

Claims must be rendered in **DUPLICATE** to head of department for which services or materials are furnished.

CERTIFICATE OF CLAIMANT

I, do hereby certify
 (Print or type name of person certifying, whether claimant, member of firm or officer of corporation)
 that I am(if
 Individual, leave blank, if partner, write "a member of the firm [naming the firm]"; if corporation, title of officer and name of corporation) and
 that this claim is true and correct and that the amount claimed is due, owing and unpaid; that the services were actually rendered, the
 disbursements actually and necessarily made or the supplies or equipment actually delivered and that the consideration has passed to the
 Albany County Airport Authority as stated herein; that no Federal or State taxes for which the Authority is exempt are included in the
 purchase price. Certified True and Correct.

NOTICE TO INDIVIDUAL CLAIMANTS	
If this claim is being submitted for payment to an individual for services rendered or for any reason other than reimbursement of expenses incurred on Authority business, you must supply your Fed. Tax ID No. or your Social Security No. in the space provided.	
Federal Tax Identification No. or	
Social Security No.	

.....
CLAIMANT

.....
BY

Dated.....20.....

CERTIFICATE OF APPROVAL BY DEPARTMENT HEAD OR OFFICER THROUGH WHOM CLAIM ORIGINATED

I hereby certify that the services enumerated in this claim were actually rendered by the persons named; the disbursements made; or the supplies or equipment were actually delivered, accepted, counted and inspected by me and are satisfactory and of the quantity and quality specified in such claim; that the contract price has been earned; that the services, disbursements, supplies or equipment were necessary and have been, or will be applied to the use of this department.

Dated....., 20.....

.....
HEAD OF DEPARTMENT

CLAIM NO. _____

SCHEDULE "C"
INSURANCE CERTIFICATE(S)

AGENDA ITEM NO. 1.2

**Concession Contract: Approve Amendment
No. 2 to Concession Contract No.
566-CON-FB: FOOD &
BEVERAGE CONCESSION
AGREEMENT**

AGENDA ITEM NO: 1.2
SPECIAL MEETING
MEETING DATE: January 11, 2019

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA Approved
01/11/2019

DEPARTMENT: *Finance/Legal Department*

Contact Person: *William J. O'Reilly, Chief Financial Officer
Peter F. Stuto, General Counsel*

PURPOSE OF REQUEST:

Concession Contract: *Approve Amendment No. 2 to Concession Contract No.
566-CON-FB: FOOD & BEVERAGE CONCESSION
AGREEMENT*

BUDGET INFORMATION:

Anticipated in Current Budget: Yes ✓ No NA

JUSTIFICATION:

Request is made to approve Amendment No. 2 to the Food & Beverage Agreement with Host International, Inc. (HMS Host). This Amendment will 1) Add the current McDonald's space to the HMS Host assigned area. 2) HMS Host will fit-up and operate in the space as Burger King. HMS shall fit the space up to industry standards for the brand chosen, estimated to cost \$725,000. The Authority will reimburse HMS \$270,000 of that cost. 3) The final 5-year option term will be exercised to extend the term of the agreement to December 31, 2029. 4) HMS will joint venture with a Disadvantaged Business Enterprise (DBE) for the new location. The DBE will have a 20% interest in Burger King business. 5) The Minimum Annual Guaranty (MAG) will be increased from the year 2020 by \$70,000 per year, from \$620,000 per year to \$690,000 per year. 6) The payment to the Authority as a percent of Gross Revenue attributable to the newly assigned area will be

Percent Payment

Gross Revenue

8%

\$0 - \$1,000,000

11%

\$1,000,001-\$1,400,000

15%

Greater than \$1,400,001

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES ✓ NA NA

AGENDA ITEM NO: 1.2
SPECIAL MEETING
MEETING DATE: January 11, 2019

PROCUREMENT DEPARTMENT APPROVAL:

Procurement complies with Authority Procurement Guidelines and Chief Financial Officer has approved. Yes J NA

BACK-UP MATERIAL:

- 1) *Amendment No. 2*

**AMENDMENT NO. 2 TO
CONTRACT NO. 566-CON-FB**

**FOOD & BEVERAGE CONCESSION AGREEMENT
AT THE ALBANY INTERNATIONAL AIRPORT**

THIS AMENDMENT is made and entered into effective the _____ day of _____, 20____ by and between the **ALBANY COUNTY AIRPORT AUTHORITY** (the "AUTHORITY"), a body corporate and politic constituting a public benefit corporation established and existing pursuant to the Albany County Airport Authority Act enacted by Chapter 686 of the laws of 1993 and set forth in Title 32 of the New York Public Authorities Law, having offices at the Administration Building, Room 200, Albany International Airport, Albany, New York, 12211 and **Host International, Inc.** (the "CONCESSIONAIRE"), a Delaware Corporation, having offices at 6905 Rockledge Drive, Bethesda, MD 20817

RECITALS

1. The County of Albany (the "County") is the owner of the Albany County Airport (the "Airport"), located in the Town of Colonic, County of Albany, State of New York.

2. The County and the AUTHORITY have entered into an Airport Lease Agreement, effective as of May 16, 1996, for a term expiring December 31, 2049, whereby the AUTHORITY has the exclusive right to operate, maintain and improve the Airport and do anything else permitted by law, subject only to the restrictions and conditions stated in such Airport Lease Agreement and in accordance with applicable law.

3. The AUTHORITY and the Concessionaire entered into an Advertising Agreement (the "AGREEMENT"), dated January 13, 2009, for **Food & Beverage Concession** at the Albany International Airport and amended such AGREEMENT by entering into an Amendment No. 1 August 16, 2018.

4. This AMENDMENT No. 2 to the AGREEMENT has been duly authorized by the AUTHORITY by resolution adopted **January 11, 2019**.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

A. The Term of the Agreement shall commence January 1, 2009 and shall terminate, unless sooner terminated or canceled pursuant to the terms of this Agreement, on December 31, 2029, which date shall be the "Date of Termination".

B. The Minimum Annual Guarantee (MAG) for each year shall be:

January 1, 2018 through December 31, 2019	\$546,901
January 1, 2020 through December 31, 2024	\$690,000

C. The Assigned Areas are amended to add the Assigned Areas in the Airport Terminal as indicated in Schedule "A-1". The Assigned Area indicated in Schedule A-1 shall hereinafter be referred to the New Space. CONCESSIONAIRE shall in the New Space provide the brand and initial menus items set forth in Exhibit _____. CONCESSIONAIRE shall fit-up the new space in accordance with industry standards for a new food concession of the brand selected, in accordance with the

Agreement and without limitation, Article 7 thereof. CONCESSIONAIRE shall complete the fit-up by December 31, 2019. The Authority shall reimburse CONCESSIONAIRE for such fit-up in an amount actually expended by CONCESSIONAIRE up to \$270,000. Such reimbursement shall be due upon presentation of actual receipts and other evidence of expenditures subject, to approval by the AUTHORITY Chief Financial Officer. All reimbursement request shall be made before December 31, 2019, or shall thereafter barred.

- D. CONCESSIONAIRE shall form a joint venture with a duly certified Airport Disadvantaged Business Enterprise (ACDBE”) in accordance with 49 CFR 26. This joint venture shall operate, manage and have a beneficial ownership in the concession in the New Space. The ACDBE shall have a twenty percent (20%) ownership in the joint venture.
- E. For each fiscal year, commencing January 1, 2019, CONCESSIONAIRE shall pay the Authority, for Gross Revenue attributable to the concession operating in the New Space, the following Percentage Payments:

<u>Percent Payment</u>	<u>Gross Revenue</u>
8%	\$0 - \$1,000,000
11%	\$1,000,001-\$1,400,000
15%	Greater than \$1,400,001

The Percentage Payments attributable to CONCESSIONAIRE’s operations in Assigned Areas other than the New Space shall remain unchanged.

- F. Except as specifically amended herein, the terms and conditions of the AGREEMENT remain unchanged.

IN WITNESS WHEREOF, this Agreement is duly executed on the day and year first above written, by the parties hereto, intending themselves to be legally bound hereby.

ALBANY COUNTY AIRPORT AUTHORITY

BY: _____
Rev. Kenneth J. Doyle, Chairman

HOST INTERNATIONAL, INC.

BY: _____

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

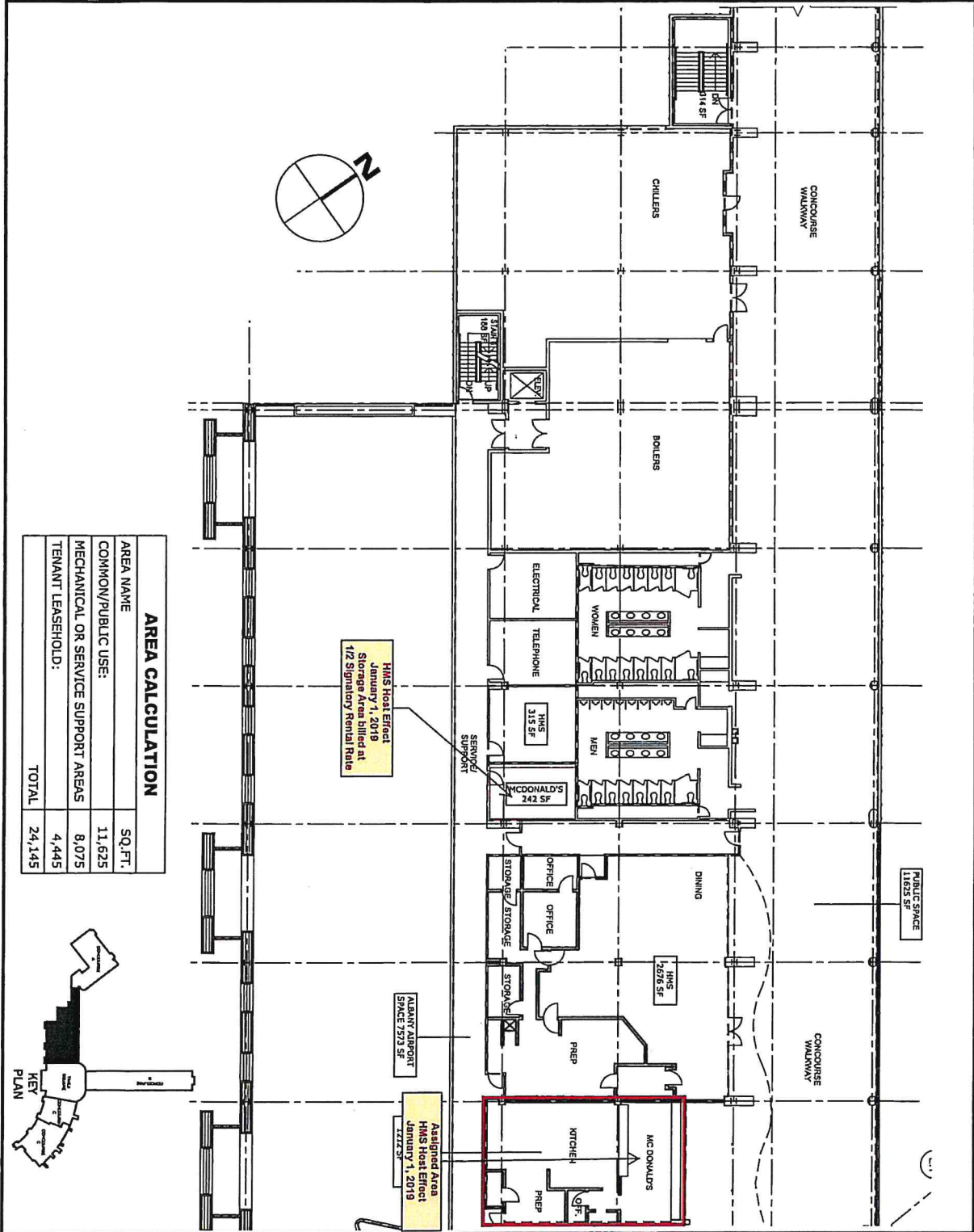
On the _____ day of _____, 20__ before me personally appeared **Rev. Kenneth J. Doyle**, to me known, to be the person who executed the above instrument, who, being duly sworn, did depose and say that he resides in the County of Albany, that he is the Chairman of the Albany County Airport Authority, the public benefit corporation described in, and which executed the foregoing instrument in the name of the Albany County Airport Authority pursuant to a resolution adopted by the Albany County Airport Authority on January 11, 2019; and that he signed his name thereto by like authorization.

Notary Public

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

On this ___ day of _____, 20__, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he is _____ of instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Board of Directors of said corporation; and that he signed her name thereto by like order.

Notary Public



AREA CALCULATION	
AREA NAME	SQ.FT.
COMMON/PUBLIC USE:	11,625
MECHANICAL OR SERVICE SUPPORT AREAS	8,075
TENANT LEASEHOLD:	4,445
TOTAL	24,145

SCHEDULE A-1

COUNCOURSE A - SECOND FLOOR

ALBANY INTERNATIONAL AIRPORT

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture & Landscaping Architecture, D.P.C.
 50 CENTURY HILL DRIVE, LATHAM, NY 12110
 518.786.7400 * FAX 518.786.7299



B-102

SHEET 08 OF 13

DWG. NO: 05-268



UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW.

© 2016
 C.T. MALE ASSOCIATES

DESIGNED :

DRAFTED : NML

CHECKED :

PROJ. NO : 07.1015

SCALE : 1" = 20'

DATE : 12/22/2016

AGENDA ITEM NO. 1.3

**Construction Contract: Authorization to Award
Construction Contract 989-PC
Parking Garage Precast Concrete
TO BE HANDED OUT AT MEETING**

AGENDA ITEM NO: 1.3
SPECIAL MEETING
MEETING DATE: January 11, 2019

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

DEPARTMENT: *Planning and Engineering* ACAA Approved
01/11/2019
Contact Person: *John LaClair, P.E., Airport Engineer*

PURPOSE OF REQUEST:

Construction Contract: *Authorization to Award Construction Contract 989-PC
Parking Garage Precast Concrete to Unistress Corp.*

CONTRACT AMOUNT:

Base Amount *\$10,400,000.00*

BUDGET INFORMATION:

Anticipated in Current ALB Capital Plan: Yes ✓ No NA
Funding Account No.: CPN 2263

AWARD CONDITIONS MET:

Apprenticeship Y *DBE* N/A *MWBE* Y
Service Disable Veteran Owned Business (SDVOB) N/A

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal 0% * State 70% * Airport 30% *
Term of Funding: 2018-2020
Grant No.: *N/A* STATE PIN: N/A

JUSTIFICATION:

Request to award Contract 989-PC for Parking Garage Precast Concrete to qualified low bidder Unistress Corp. of Pittsfield, Ma. for \$10,400,000.00. The contract scope includes fabricating all precast concrete pieces needed to construct a 5 level (1000 car) precast double Tee beam parking garage. The contract also includes the delivery and erection of all the precast pieces per the contract drawings. A signed Project Labor Agreement (PLA) is included in the contract documents for this project. Award of this contract pending NYSDOT concurrence.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

AGENDA ITEM NO: 1.3
SPECIAL MEETING
MEETING DATE: January 11, 2019

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES NA

PROCUREMENT DEPARTMENT APPROVAL:

Procurement complies with Authority Procurement Guidelines and Chief Financial Officer has approved. YES NA

BACK-UP MATERIAL:

Please refer to the attached Contract 989-PC Bid Table and Bid Offering

ALBANY COUNTY AIRPORT AUTHORITY
INVITATION FOR BID


Sealed bids are hereby requested by the Albany County Airport Authority for **Contract No. 989-PC for Parking Garage Expansion Precast Concrete at Albany International Airport.** This new parking garage will provide 1,050 spaces and will feature a heated pedestrian walkway the terminal and direct entry on the third level from Airport Terminal Drive. The scope of this contract will be to furnish and install the precast for the parking structure. DOCUMENTS MAY BE OBTAINED beginning at 10:00 AM on **December 6, 2018**, from Bid Net Direct by visiting www.bidnetdirect.com/albany-county-airport-authority or AT THE ALBANY COUNTY AIRPORT AUTHORITY PURCHASING OFFICE for a non-refundable fee of \$75.00. No bid shall be considered unless the organization making the bid has first obtained a copy of the IFB. In accordance with Article 15A of the Executive Law, this project includes a combined Minority Owned Business Enterprise Participation and Woman Owned Business Enterprise Participation goal of five percent (5%). Certified MWBEs can be found at <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>. In accordance with State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between the Airport Authority and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers by this solicitation through final award and approval of the Procurement Contract by the Authority (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is Bobbi Matthews, Purchasing Agent. Authority employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found by request to the designated staff and the New York State Office of General Services Advisory Council on Procurement Lobbying Web site at: <https://www.ogs.ny.gov/acpl/>. A non-mandatory pre-bid meeting will be held on **December 18, 2018 at 10:00 A.M.** in the Albany County Airport Authority Conference Room, located in the Administration Building, Second Floor at Albany International Airport. Only those bids in the hands of the ALBANY COUNTY AIRPORT AUTHORITY, PURCHASING OFFICE, ADMINISTRATION BUILDING, ROOM 204, SECOND FLOOR, ALBANY, NEW YORK 12211 available to read at **2:00 P.M. (EST) December 27, 2018**, shall be considered. Bids shall be opened read aloud at such time in the Albany County Airport Authority Conference Room, Administration Building, Second Floor, Room 202, Albany, New York. All interested parties may attend. MWBE/SDVOB RESPONSES ARE ENCOURAGED.

CONTRACT #989-PC
Parking Garage Precast Concrete

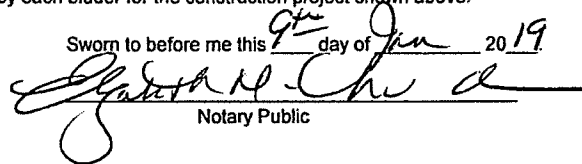
Company Name	Dailey Precast, LLC	Unistress Corp
Addendum #1	X	X
Addendum #2	X	X
Addendum #3	X	X
Addendum #4	X	X
Addendum #5	X	X
Lump Sum Bid	\$10,455,000.00,	\$10,400,000.00
Bid Bond	5%	5%
Board of Directors	X	X
Non-Collusion	X	X
Qualification Questionnaire	X	X
Acknowledgment	X	X

I, Bobbi Matthews, certify that this bid tabulation is a true copy of the prices submitted by each bidder for the construction project shown above.

Albany Airport Authority Purchasing Department


 Bobbi Matthews
 Purchasing Agent

Sworn to before me this 9th day of Jun 2019


 Elizabeth M. Charland
 Notary Public

ELIZABETH M. CHARLAND
 Notary Public, State of New York
 Qualified in Albany County
 No. 4931456
 Commission Expires 5-31-22