

WARREN COUNTY DPW- AIRPORT COMMITTEE MEETING

Tuesday, November 1, 2011

9:30 am

AGENDA

CALL TO ORDER..... Chairman Dan Belden

APPROVAL OF MINUTES..... Chairman Dan Belden

NEW BUSINESS..... Chairman Dan Belden

Page #

1 (R) New Contract – ARFF Expansion – Gallo Construction..... Jeff Tennyson

6 (R) New Contract – C&S Engineering ARFF CI..... Jeff Tennyson

13 (R) New Contract – C&S Easement Acquisition..... Jeff Tennyson

- Mowery/Hatin Proposed Hangar..... Jeff Tennyson

- Terminal Roof Project..... Jeff Tennyson

Items of Interest: Jeff Tennyson

- 39th Balloon Fest Car Count (page 19)

OLD BUSINESS..... Chairman Dan Belden

REFERRALS..... Chairman Dan Belden

PRIVILEGE OF THE FLOOR..... Chairman Dan Belden

ADJOURNMENT..... Chairman Dan Belden

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: DPW

DATE: 11/1/11

- (a) Is this a Result of a Bid or Request for Proposal? BID
- (b) Purpose of Contract: Construction of the Airport Rescue and Fire Fighting (ARFF) Facility Expansion
- (c) Name of Contractor: Gallo Construction Corporation
- (d) Address of Contractor: 50 Lincoln Avenue Watervliet, NY 12189
- (e) Contractor's Contact Person and Telephone Number: Michael Gallo (518) 273-0234
- (f) Has or will the Contract be provided, if so, please attach: Will be provided.
- (g) Commencement Date of Contract: upon execution
- (h) Termination Date of Contract: Until Complete
- (i) Payment Provisions: i) lump sum amount
ii) hourly rate amount
iii) total amount not to exceed estimated \$160,450.00
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, (with title), Object Code (with title), and Amount: OR Capital Project OR Capital Reserve Project Number, and Title, and Amount: New H326.9550.280 - ARFF Building Expansion



C&S Companies
 499 Col. Eileen Collins Blvd.
 Syracuse, NY 13212
 p: (315) 455-2000
 f: (315) 455-9667
 www.cscos.com

October 25, 2011

Mr. Jeffery Tennyson
 Warren County Dept. of Public Works
 4028 Main Street
 Warrensburg, NY 12885

Re: Floyd Bennett Memorial Airport
 Aircraft Rescue and Fire Fighting (ARFF) Facility Expansion
 FAA AIP No. 3-36-0033-46-10 (D)
 NYS DOT Project No. 1903.86 (D)
 Second Bid

File: 107.038.001

Dear Mr. Tennyson:

Seven bids for the above referenced project were received on October 18, 2011 at 3:00 PM. The bids were reviewed, tabulated and the low bidder is as follows:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
Gallo Construction Corporation	Base Bid: \$138,500.00
50 Lincoln Avenue	Add-On #1: \$21,950.00
Watervliet, New York 12189	Total Bid: \$160,450.00
Attn: Michael Gallo	
Phone: (518) 273-0234	
Fax: (518) 273-0245	

The low bid submitted was reviewed and found to be in order. For a complete breakdown of the bid amounts and the remaining bidders, please refer to the attached bid tabulation.

The low bid submitted is within 1% of the Engineer's Opinion of Construction Cost for the project and is considered reasonable. The Federal Aviation Administration has issued a grant to Warren County for the project based upon the bid amount for Base Bid plus Add-On #1 for the first bid.

The low bidder has not worked directly on an airport project, however, has completed similar type projects at other facilities in the area. A copy of the Contractors' qualifications is attached for your information and files.

We have reviewed Gallo Construction Corporation's DBE Plan. They have committed to using \$6,270 which is 3.9% of the total bid. The goal for this Contract is 2.9%. A copy of the DBE plan is enclosed for your information and files.

Based on our review of information submitted, we recommend award of the General Construction Contract to include Base Bid and Add-On #1 in the amount of \$160,450.00 to Gallo Construction Corporation in accordance with the conditions of award stipulated in their bid and contingent upon Federal Aviation Administration concurrence.

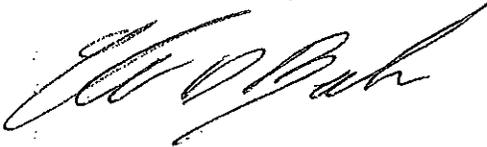
If you agree with our recommendation of award, and accept the DBE plan, please feel free to utilize the enclosed sample Notice of Award letter. Please contact us should you disagree with our recommendation and decide not to award to Gallo Construction Corporation. We will be happy to discuss your options within the Contract Documents. Please note as per the specifications Section 30-02, Award of Contract, Warren County has 45 days to award the contract from the bid opening date of October 18, 2011.

By copy of this letter we are requesting FAA concurrence of award.

If you have any questions or need additional information, please do not hesitate to contact me.

Very truly yours,

C&S ENGINEERS, INC.



Christopher D. Brubach, P.E.
Senior Project Engineer

Enclosure

cc: Mr. Ralph Gatto, FAA NYADO (w/encl)
Mr. Gerardo Mendoza, NYSDOT Aviation Bureau (w/encl)
Mr. Brian Rowback, NYSDOT Region 1 (w/encl)
Ms. Julie Pacyna, Warren County Purchasing (w/encl)
Mr. Michael LaMontagne, C&S Engineers, Inc.
Ms. Kelli Walters, C&S Engineers, Inc. (w/encl)

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Jeff Tennyson

From: brubach chris [cbrubach@cscos.com]
Sent: Monday, October 31, 2011 3:34 PM
To: Jeff Tennyson; 'Hajos, Kevin'
Subject: FW: FW: ARFF Expansion Re-bid
Attachments: CONCURRENCE-TO-AWARD GFL 47-11 10-20-11 Draft.pdf; rgatto.vcf

From: Ralph.Gatto@faa.gov [mailto:Ralph.Gatto@faa.gov]
Sent: Tuesday, October 18, 2011 4:37 PM
To: brubach chris
Cc: Otto.Suriani@faa.gov; Robert.Levine@faa.gov; patricia.henn@faa.gov; Christine.Sanchez@faa.gov
Subject: Re: FW: ARFF Expansion Re-bid

Chris: In answer to your question, yes the added construction cost is an eligible reimbursable expense under the grant, but subject to the maximum grant amount for the ARFF project in the amount of \$180,500. At close-out, Warren County can request an increase to the grant. At that time, a determination will be made on the availability of funds to cover any expenses above the current grant offer of \$180,500. Until that determination is made, Warren County is at risk for any added expense above the grant amount.

Please review the attached draft Concurrence in Award and provide me with the details necessary to prepare a final.

From: brubach chris <cbrubach@cscos.com>
To: Ralph Gatto/AEA/FAA@FAA, Kevin Hajos <khajos@warrencountydpw.com>
Cc: lamontagne mike <mlamontagne@cscos.com>
Date: 10/18/2011 03:32 PM
Subject: FW: ARFF Expansion Re-bid

FYI-

I will prepare a bid tab and recommendation of award after receipt and review of the bids and low bidders qualifications. Looks like we are \$23,059 higher, which equates to 10.1% over the grant value.

Ralph, Can the County move forward and ask for reimbursement during close-out? I know the extra money is not guaranteed, but is it eligible? Also, the County must understand they must up-front the money and get reimbursed later, if extra funds are available...

If possible, I would like to move fast on this to get the building up before winter...

Chris

11/1/2011

From: Pacyna, Julie [mailto:pacynaj@co.warren.ny.us]
Sent: Tuesday, October 18, 2011 3:19 PM
To: brubach chris
Subject: ARFF Expansion Re-bid

Chris,

Just wanted to shoot you a quick e-mail to let you know we just held the above-referenced bid opening. We had 7 bids as opposed to 9 this time, and the prices went up. AJ Catalfamo's pricing on the first bid was as follows: \$124,891 base + Add-on of \$12,500 for a total of \$137,391.

Gallo Construction appears low on the rebid: base \$138,500 + Add-on of \$21,950 for a total of \$160,450. We're making copies of the bids and will send them to you in tomorrow's mail.

Julie A. Pacyna
Purchasing Agent
1340 State Route 9
Lake George, NY 12845
Ph: 518-761-6538
Fax: 518-761-6395
e-mail: pacynaj@co.warren.ny.us

11/1/2011

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: DPW

DATE: 11/1/11

- (a) Is this a Result of a Bid or Request for Proposal? RFP
- (b) Purpose of Contract: Consultant agreement for part time construction observation and administration for the ARFF Facility Expansion
- (c) Name of Contractor: C&S Companies
- (d) Address of Contractor: 499 Col. Eileen Collins Blvd, Syracuse, NY 13212
- (e) Contractor's Contact Person and Telephone Number: Chris Brubach (315) 703-4425
- (f) Has or will the Contract be provided, if so, please attach: Consultant Agreement
- (g) Commencement Date of Contract: upon execution
- (h) Termination Date of Contract: Until Complete
- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed estimated \$52,300
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, (with title), Object Code (with title), and Amount: OR Capital Project OR Capital Reserve Project Number, and Title, and Amount: New H326.9550.280 - ARFF Building Expansion

SCHEDULE A
SCOPE OF WORK

Project Title: Aircraft Rescue and Fire Fighting (ARFF) Building Expansion

Airport Name: Floyd Bennett Memorial Airport

Services Provided: Part-Time Construction Phase Services

PROJECT DESCRIPTION:

The CONSULTANT shall provide the following services, including construction contract administration and part-time construction observation, during construction of the Aircraft Rescue and Fire Fighting (ARFF) Building Expansion Project (the "Project"). The Project will be constructed by the SPONSOR with grant assistance from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) and the New York State Department of Transportation (NYSDOT).

This project includes expanding the existing ARFF building by 461 sf. The building's vehicle bays will be expanded out the rear wall from a depth of 31 feet to 42 feet. The width of 41 feet and height of 18 feet will be maintained. The building is constructed of concrete block and has an 8-inch concrete slab on grade for the floor, new materials will match existing.

Services to be provided by the CONSULTANT shall include the following:

CONSTRUCTION CONTRACT ADMINISTRATION PHASE

The Construction Contract Administration Phase shall consist of observation of the construction to become generally familiar with the progress and quality of the Contractor's work to determine if the work is proceeding in general conformity with the Contract Documents. In addition, the CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with the NYSDOT and the FAA during the construction of the Project. Construction Contract Administration comprise the following:

1. Provide consultation and advice to the SPONSOR during construction, including the holding of a pre-construction conference, and weekly construction coordination meetings. Prepare and distribute minutes of all meetings.
2. Review, approve, or take other appropriate action on all Contractor-required submittals, such as construction schedules and phasing programs, shop drawings, product data, catalog cuts, and samples.
3. Review alternative construction methods proposed by the Contractor and advise the SPONSOR of the impact of these methods on the schedule and quality of the Project.
4. Prepare supplemental drawings and change orders necessary for the Contractor to execute the work properly within the intended scope. Assist the SPONSOR in resolving contractor claims and disputes.
5. Provide interpretation of the Contract Document requirements and advise the Contractor of these on behalf of the SPONSOR when necessary.
6. Furnish the SPONSOR one (1) reproducible set of the record drawings for the completed Project taken from the annotated record drawings prepared by the engineer based upon SPONSOR and Contractor-provided information.

7. Prepare reimbursement request packages and coordinate their execution by the SPONSOR and submit to the funding agencies.
8. Conduct a final inspection of the completed Project with the SPONSOR's airport personnel, the FAA, and the Contractor.
9. Issue certificates of construction completion to the SPONSOR, the FAA, and the NYSDOT.
10. Perform an orderly closeout of the Project as required by the SPONSOR, the FAA, and the NYSDOT.
11. Provide assistance to the SPONSOR in any litigation that may arise from the development or construction of the Project. Payment for this service will be as stated in Article 2A, Item V, of the CONSULTANT Agreement for the Project, of which this Schedule forms a part.

CONSTRUCTION OBSERVATION PHASE

The Construction Observation Phase shall consist of construction observation by a part-time chief inspector and supporting staff who will also:

1. Assist the SPONSOR in maintaining a project record in accordance with the Manual of Uniform Record Keeping (MURK) requirements of the NYSDOT for aviation capital projects, based upon information provided by the owner.
2. Review documents and submissions by Contractor(s) pertaining to scheduling and advise the SPONSOR as to their acceptability.
3. Assist the SPONSOR in observing the work on a part-time basis to determine general conformity with the Contract Documents and to ascertain the need for correction or rejection of the work. Neither the activities of the resident engineer or inspector and/or supporting staff nor the presence of any of them at a construction/Project site shall relieve Contractor of its obligations, duties, and responsibilities, including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating the Work in accordance with the Contract Documents and any health or safety precautions or measures required by regulatory agencies.
4. Arrange for, conduct, or witness field, laboratory, or shop tests of construction materials as required by the plans and specifications for the Project; monitor the suitability of materials on the Project site or brought to the Project site to be used in construction; interpret the contract plans and specifications and check the construction activities for general compliance with the design intent.
5. Prepare and submit weekly inspection reports of construction activity and problems encountered from information provided by the SPONSOR to the NYSDOT, and the FAA.
6. Prepare, review, and approve monthly and final payments to Contractor(s) based on information provided by the SPONSOR.

Part time observation services includes one day per week for 9 weeks (60 calendar day construction period divided by 7 days per week, then rounded up). The inspector shall coordinate with the Contractor on a weekly basis to be on-site during critical construction events such as footing excavation, concrete and steel placement, etc. All intermediate inspection and associated record keeping between site visits shall be completed by the Sponsor, as noted by "assist" in the above text.

The CONSULTANT agrees to perform the services in the Construction Observation Phase of this Project on a part-time basis during the construction contract period estimated to be as follows:

Pre-Construction: Construction Supervisor 1 day @ 8 hrs/day

Chief Inspector 2 days @ 8 hrs/day

Inspection: Construction Supervisor 5 days @ 8 hrs/day

Chief Inspector 9 days @ 10 hrs/day

Post Construction: Construction Supervisor 2 days @ 8 hrs/day

(3) Senior Project Engineers 1 day @ 8 hrs/day (punch list-all trades)

Chief Inspector 2 days @ 8 hrs/day

RESPONSIBILITIES AND DUTIES ARE IDENTIFIED BELOW

In general, the CONSULTANT is responsible for assisting the SPONSOR in monitoring construction activity on a Project and documenting its observations in a formal Project record, as outlined below:

The M.U.R.K. System consists of the following records and duties:

Responsibilities/Duties of SPONSOR (FOR DAYS CONSULTANT IS NOT ON SITE)

1. Engineer's Daily Project Diary
2. Inspector's Daily Reports
3. Record deviations from the contract plans for preparation of record drawings based on information provided by the SPONSOR and Contractor

Responsibilities/Duties of the CONSULTANT

1. Engineer's Daily Project Diary, for days on-site
2. Inspector's Daily Reports, for days on-site
3. Collect and monitor weekly payrolls for Davis-Bacon Act Compliance
4. Record deviations from the contract plans for preparation of record drawings based on information provided by the SPONSOR and Contractor, for days on-site
5. Preparation and review of Change Orders/Force Account Work based on information provided by SPONSOR and Contractor
6. Preparation of FAA Weekly Reports from data provided by the SPONSOR
7. Preparation of Material Acceptance Reports
8. Review Subcontractor approval forms
9. Prepare statement of days charged on a weekly basis
10. Conduct Project meetings with the SPONSOR and Contractors
11. Preparation of Periodic Payment Requests for Contractor based on information provided by the SPONSOR.
12. Conduct Wage Rate Interviews with prime/subcontractors employees, limited to days on-site

END OF SCHEDULE



**ARCHITECTURAL/ENGINEERING
COST SUMMARY
SCHEDULE "B"
INSPECTION PHASE**

PROJECT NAME: Aircraft Rescue and Fire Fighting (ARFF) Building Expansion
 PROJ DESCRIPTION PART TIME CA/CO (60 Calander Days)
 CLIENT: Warren County
 CLIENT MANAGER: Donald DeGraw

DATE: 24-Aug-11
 A/E: C & S ENGINEERS, INC.
 PROJECT NO: 107.038.002
 C&S CONTACT: Chris Brubach

I. DIRECT SALARY COSTS:

TITLE	MAXIMUM RATE OF PAY (\$/HR)	AVERAGE RATE OF PAY (\$/HR)	@	HOURS	COST
A. SERVICE GROUP MANAGER	\$84.70	\$73.30	X	0	\$0.00
B. DEPARTMENT MANAGER	\$73.30	\$55.90	X	0	\$0.00
C. MANAGING ENGINEER	\$52.70	\$51.00	X	0	\$0.00
D. CHIEF ENGINEER	\$52.20	\$49.90	X	0	\$0.00
E. SENIOR PROJECT ENGINEER	\$46.20	\$41.60	X	60	\$2,496.00
F. PROJECT ENGINEER	\$44.10	\$37.60	X	0	\$0.00
G. ENGINEER	\$39.50	\$36.60	X	26	\$951.60
H. STAFF ENGINEER	\$32.90	\$28.60	X	0	\$0.00
I. SENIOR DESIGNER	\$39.50	\$34.00	X	8	\$272.00
J. DESIGNER	\$32.90	\$26.10	X	0	\$0.00
K. CADD OPERATOR	\$23.50	\$21.60	X	0	\$0.00
L. ADMINISTRATIVE ASSISTANT	\$26.00	\$21.60	X	0	\$0.00
M. GRANTS ADMINISTRATOR	\$39.00	\$35.00	X	24	\$840.00
N. MANAGER AIRPORT PLANNING	\$58.80	\$56.50	X	0	\$0.00
O. SENIOR PLANNER	\$58.90	\$46.40	X	0	\$0.00
P. PLANNER	\$41.40	\$38.30	X	0	\$0.00
Q. STAFF PLANNER	\$31.60	\$29.20	X	0	\$0.00
R. SENIOR PROJECT ARCHITECT	\$43.30	\$39.80	X	0	\$0.00
S. PROJECT ARCHITECT	\$36.50	\$34.70	X	0	\$0.00
T. MANAGING GEOLOGIST (SOILS ENG)	\$55.20	\$52.80	X	0	\$0.00
U. GEOLOGIST	\$26.50	\$24.90	X	0	\$0.00
V. ENVIRONMENTAL SCIENTIST	\$34.00	\$29.90	X	0	\$0.00
W. SENIOR CONSTRUCTION SUPERVISOR	\$65.60	\$63.20	X	0	\$0.00
X. CONSTRUCTION SUPERVISOR	\$52.70	\$51.00	X	64	\$3,264.00
Y. RESIDENT ENGINEER	\$46.10	\$43.90	X	0	\$0.00
Z. CHIEF INSPECTOR	\$36.50	\$34.70	X	122	\$4,233.40
AA. SENIOR INSPECTOR	\$32.60	\$28.00	X	0	\$0.00
BB. INSPECTOR	\$32.90	\$29.20	X	0	\$0.00
CC. JUNIOR INSPECTOR	\$20.70	\$19.40	X	0	\$0.00
DD. SENIOR TECHNICAL ADMINISTRATOR	\$31.00	\$29.20	X	40	\$1,168.00
EE. PARTY CHIEF	\$56.60	\$54.20	X	0	\$0.00
FF. SURVEYOR I	\$53.30	\$50.90	X	0	\$0.00
GG. SURVEYOR II	\$53.30	\$50.90	X	0	\$0.00

TOTAL ESTIMATED DIRECT SALARY COST: \$13,225.00

**II. OVERHEAD EXPENSES & PAYROLL BURDEN PER SCHEDULE "C" -
(AUDITABLE, ESTIMATED AND EXPRESSED AS A PERCENTAGE
OF DIRECT SALARY COST):**

166.00% \$21,953.50

III. SUBTOTAL OF ITEMS I & II:

\$35,178.50

IV. ESTIMATE OF DIRECT EXPENSES:

A.	TRAVEL, BY AUTO:	20	TRIPS @	340	MILES/TRIP @	\$0.510	=	\$3,468.00
B.	TRAVEL, ON SITE, BY AUTO:	22	DAYS @	10	MILES/DAY @	\$0.510	=	\$112.20
C.	PER DIEM:	22	DAYS @	1	PERSONS @	\$199.00	=	\$4,378.00
D.	MISCELLANEOUS:						=	<u>\$119.00</u>

TOTAL ESTIMATE OF DIRECT EXPENSES:

\$8,077.20

V. FIXED FEE (PROFIT, LUMP SUM):

A.	LABOR PLUS OVERHEAD:	15%	(OF III.)	\$5,276.78
B.	DIRECT EXPENSES:	15%	(OF IV.)	<u>\$1,211.58</u>

TOTAL FIXED FEE:

\$6,488.36

VI. SUBCONTRACTS:

A. ESTIMATE OF CONSTRUCTION TESTING SERVICES:

1	ASPHALT TECHNICIAN (PLANT):	0	DAYS @	\$650.00	=	\$0.00
2	SOILS/CONCRETE TECHNICIAN:	4	DAYS @	\$600.00	=	\$2,400.00
3	ADDITIONAL PAVEMENT CORES:	0	EACH @	\$50.00	=	\$0.00
4	TRIP CHARGE:	2	EACH @	\$60.00	=	\$120.00
5	MECHANICAL ANALYSIS:	0	EACH @	\$35.00	=	\$0.00
6	HYDROMETER ANALYSIS:	0	EACH @	\$60.00	=	\$0.00
7	ATTERBERG LIMITS:	0	EACH @	\$55.00	=	\$0.00
8	LABORATORY PROCTORS:	0	EACH @	\$100.00	=	\$0.00
9	CONCRETE COMPRESSIVE STRENGTH:	3	EACH @	\$6.00	=	\$18.00
10	CONCRETE FLEXURAL STRENGTH:	3	EACH @	\$6.00	=	\$18.00
11	TOPSOIL (pH):	0	EACH @	\$15.00	=	\$0.00
12	LA ABRASION:	0	EACH @	\$180.00	=	\$0.00
13	MAGNESIUM SULFATE SOUNDNESS:	0	EACH @	\$185.00	=	\$0.00
14	NATURAL MOISTURE CONTENT:	0	EACH @	\$6.00	=	\$0.00

TOTAL ESTIMATED CONSTRUCTION TESTING SERVICES:

\$2,556.00

VII. TOTALS:

A.	ESTIMATE OF MAXIMUM TOTAL COST FOR INSPECTION SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE:	\$52,300.00
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RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: DPW

DATE: 11/1/11

- (a) Is this a Result of a Bid or Request for Proposal? RFP
- (b) Purpose of Contract: Consultant agreement for Avigation Easement/Land Acquisition for Five Parcels in the Runway 30 Approach
- (c) Name of Contractor: C&S Companies
- (d) Address of Contractor: 499 Col. Eileen Collins Blvd, Syracuse, NY 13212
- (e) Contractor's Contact Person and Telephone Number: Chris Brubach (315) 703-4425
- (f) Has or will the Contract be provided, if so, please attach: Consultant Agreement
- (g) Commencement Date of Contract: upon execution
- (h) Termination Date of Contract: Until Complete
- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed estimated \$49,750
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, (with title), Object Code (with title), and Amount: OR Capital Project OR Capital Reserve Project Number, and Title, and Amount: New H325.9550.280 - Avigation Easements - Runway 30

SCHEDULE A
SCOPE OF WORK

Project Title: Technical Support Services for avigation easement/land acquisition for five parcels in the Runway 30 Approach
Airport Name: Floyd Bennett Memorial Airport (GFL)
Services Provided: Technical Support Services for Easement and/or Land Acquisition, Coordination and Assistance in obtaining Sub-Consultant Real Property Appraisals, Review Appraisals, FAA Avigation Easement Mapping & Descriptions, County and Land Owner Meetings, Closing Documentation Coordination & Assistance, Property Owner Negotiation Assistance and Grant Administration

Project Description: Consultant to provide Technical Support Assistance and Coordination for obtaining Before and After Appraisal Reports, coordination in obtaining a Review Appraisal by the NYSDOT, FAA Avigation Easement Mapping along with other associated Mapping, Meetings, Closing documentation assistance, Property Owner Negotiations, and Contract Administration Services, in accordance with the Federal Aviation Administration Order 5100.37B, FAA Order 5100.38C, and FAA Advisory Circular No. 150/5100-17, associated with the avigation easement/land acquisition of the following parcels located within the approach surfaces to Runway 30:

Tax Parcel #297.16-1-2.1 (1.47 acre vacant site, Town of Queensbury)
Tax Parcel #297.16-1-2.2 (three unit residence on 0.45 acres, Town of Queensbury)
Tax Parcel #297.20-1-2 (10,040sf storage warehouse on 11.36 acres, Town of Queensbury)
Tax Parcel #137.-1-49 (ranch single residence on 53 acres, Town of Kingsbury, Washington County)
Tax Parcel #296.16-1-1 (vacant site, Town of Queensbury, provides access to #137.-1-49)

Off-airport obstructions are known to exist in the RW 30 approach surface and RPZ. Lowering, removal, or marking & lighting of these obstructions will require acquisition of easements or land acquisition from the associated property owners prior to any construction. Completion of this project will allow these and other obstructions to be removed from the listing of Hazards to Air Navigation and will further enhance airport safety by controlling development and preventing incompatible activities within the Runway Protection Zone and the approach surface to Runway 30. The purpose of the Phase I acquisition is to determine the fair market value of an avigation easement or fee-simple land acquisition, reach an amicable agreement with each of the property owner(s), and obtain the rights for the mitigation of obstructions to the navigable airspace to the Runway 30 approach, known to exist on this parcels as identified in the 2009 Obstruction Evaluation Report. Completion of this project will allow a phase II project consisting of the actual purchase of the air rights over the subject properties. This Phase I project is the first step in obtaining rights to mitigate obstructions and will allow the Sponsor to maintain the growth of natural vegetation and restrict the erection of any structures or objects within the area.

The CONSULTANT agrees to provide Technical Support Services to assist the SPONSOR in the Avigation Easement/land acquisition of five parcels located within the approach to runway 30 at the Floyd Bennett Memorial Airport.

The SPONSOR will accomplish the proposed project with Grant assistance from the Federal Aviation Administration (FAA), Airport Improvement Program (AIP) and the New York State Department of Transportation (NYSDOT).

The CONSULTANT agrees that the following services will be provided as part of this project:

1. Aid the SPONSOR by acting as liaison and project coordinator with the New York State Department of Transportation (NYSDOT) and the Federal Aviation Administration (FAA). Submissions, on behalf of the Sponsor, of project documents throughout the duration of the project.
2. Schedule and conduct a project kick-off meeting with the SPONSOR to review their wishes and requirements, to preview and inspect the parcels and to become knowledgeable of the existing data that is already available for the project. Research at the county clerk's office for the most recent tax mapping, recorded deeds, title encumbrances, and existing mapping of the subject parcels and/or adjoining parcels.
3. Preparation of Pen & Ink revisions to the Airport Layout Plan (ALP) drawing showing the proposed Avigation Easement acquisition parcels and submittals to the FAA and the NYSDOT.
4. Preparation and submittals in requesting and obtaining a Review Appraisal, to be preformed by NYSDOT.
5. Preparation of grant application packages; coordination of their execution by the SPONSOR; and submission to the funding agencies.
6. Preparation of reimbursement request packages; coordination of their execution by the SPONSOR; and submission to the funding agencies.
7. From plans of record, prepare individual Property Map or Plat of lands where sufficient property interests are proposed to be acquired by the SPONSOR. These plans will be used for discussions with property owners, and identifying areas for the appraisals.
8. Preparation and solicitation of appraisal sub-consultant agreements to obtain one appraisal for each parcel, in compliance with Federal Aviation Administration requirements, presented in a Before and After Appraisal Report format. Each appraisal will include the value associated with an avigation easement and a separate value for land acquisition. Appraisals will be prepared in accordance with FAA and NYSDOT regulations and guidelines as outlined in the latest issue of the Federal Aviation Administration Advisory Circular 150/5100-17, and NYSDOT Real Property Acquisition for Airport Development Projects. This agreement includes obtaining two independent appraisals for tax parcel #297.20-1-2 only as the estimated acquisition value will exceed \$300,000. All other appraisal values are expected to be valued less than \$300,000, requiring only one independent appraisal report each. It is our understanding that land acquisition is not preferred in Washington County due to property tax concerns. A supplemental agreement for additional Appraisal Services will be required, should additional independent Appraisal Reports of the parcels be needed, if required by the NYSDOT, or if requested by the Sponsor.
9. Preparation of an Appraisal Tabulation & Comparison spreadsheet: identifying the parcel owners', physical and mailing addresses; acquisition type; and acquisition acreage vs. total parcel acreage. Also, identification of the independent appraisal firm, the appraised amount and the NYSDOT approved compensation amount along with the FAA Grant participation and the New York State Grant participation will be shown.
10. Hold a pre-negotiation meeting with the SPONSOR and the SPONSOR's attorney prior to starting the negotiations phase to establish the protocol for contacting, negotiating and communicating with each of the property owners.
11. Present the Offer Letter and the Agreement to Purchase Document to each of the property owners. This will be accomplished by face-to-face negotiation, consisting of no more than two meetings with each affected property owner at their residence or choice of meeting place. At the first meeting, the Federal Aviation Administration (FAA) land acquisition process for determination of fair market value of real property will be reviewed with the property owner. The property owner will be given the opportunity to review the certified appraisal, and the NYSDOT approved fair market compensation amount.
12. Facilitate a face-to-face second meeting with the property owner and/or their attorney for discussions of the issues preventing acceptance of the offer. If the CONSULTANT is unable to acquire an executed purchase offer from the property owner after written and phone communications and two face-to-face

meetings, negotiations will be considered to be at an impasse. The CONSULTANT shall provide all information regarding the negotiations to this stage, and recommend to the SPONSOR a further course of action. However, this scope of work does not include any effort by the CONSULTANT beyond this stage, specifically the development, submittal and coordination of the written documentation and justification for an FAA acceptance of an Administrative Settlement. Consultant will engage in a maximum of 2 written and 6 phone, fax or e-mail communications with the property owner or their attorney to address their questions or issues.

13. CONSULTANT will maintain direct communication with the Sponsor's Representative and Sponsor's Attorney of both transmitted and received correspondence with property owners, and discussions of special issues and concerns associated with the acquisitions along with monthly project status activity. A Negotiators Diary will also be prepared and transmitted to the Sponsor's Representative and Sponsor's Attorney as negotiations progress. The Diary will also become apart of the required acquisition project documentation.
14. Not included within this scope of work is the update to the existing Airport Property Map or Exhibit "A" identifying parcels where property interests have been obtained, and submitting sufficient copies to the FAA and NYSDOT.
15. Not included within this scope of work is any Legal assistance associated with the actual purchase of the avigation easement.
16. Provide coordination and assistance as required to the appraisers and the Sponsor during the project consisting of communications by telephone, emailing, facsimile, and in writing.
17. The CONSULTANT agrees to complete the work under this agreement in a manner satisfactory to the SPONSOR. The schedule to complete the work is anticipated to be as follows:

TASK Time from Receipt of NTP from SPONSOR or within such extended periods as are agreed to by the SPONSOR.

- | | |
|---|-----------|
| 1) Preparation and Solicitation of Appraisal sub-consultant agreements | 1 Month |
| 2) Avigation Easement Mapping & FAA Descriptions completed | 2 Months |
| 4) Appraisals, Review Appraisals and DOT approvals completed | 4 Months |
| 5) Acquisition "offer" documents and mapping Documents prepared and face-to-face negotiation completed | 9 Months |
| 6) Acquisition closing as accepted and scheduled by the County's attorney
(Not included within this scope of work) | |
| 7) Relocation assistance (Not included within this scope of work) | |
| 8) Submittal of final Grant reimbursement requests. | 12 Months |
| 9) CONSULTANT will provide Support Services to the County during this project for an estimated duration to be no longer than 12 months after notice to proceed. | |

END OF SCHEDULE



**ARCHITECTURAL/ENGINEERING
COST SUMMARY
SCHEDULE "B"
TECHNICAL SUPPORT
SERVICES PHASE**

PROJECT NAME: TECH. SUPPORT SERVICES - RWY 30 ESM/T/LAND ACQ. (5 PARCELS)
 PROJ DESCRIPTION APPRAISAL, MAPPING, PROPERTY OWNER NEGOTIATION, LEGAL ASSISTANCE
 CLIENT: COUNTY OF WARREN
 CLIENT MANAGER: DON DEGRAW

DATE: 06-Sep-11
 A/E: C & S ENGINEERS, INC.
 PROJECT NO: 107.____001
 C&S CONTACT: CHRIS BRUBACH

I. DIRECT SALARY COSTS:

TITLE	MAXIMUM RATE OF PAY (\$/HR)	AVERAGE RATE OF PAY (\$/HR)	@	HOURS	COST
A. SERVICE GROUP MANAGER	\$84.70	\$73.30	X	0	\$0.00
B. DEPARTMENT MANAGER	\$66.50	\$50.70	X	0	\$0.00
C. MANAGING ENGINEER	\$52.70	\$51.00	X	2	\$102.00
D. CHIEF ENGINEER	\$47.30	\$45.20	X	0	\$0.00
E. SENIOR PROJECT ENGINEER	\$46.20	\$41.60	X	160	\$6,656.00
F. PROJECT ENGINEER	\$40.00	\$34.10	X	0	\$0.00
G. ENGINEER	\$39.50	\$36.60	X	0	\$0.00
H. STAFF ENGINEER	\$29.80	\$25.90	X	0	\$0.00
I. SENIOR DESIGNER	\$35.80	\$30.90	X	0	\$0.00
J. DESIGNER	\$29.80	\$23.70	X	0	\$0.00
K. CADD OPERATOR	\$21.30	\$19.60	X	0	\$0.00
L. ADMINISTRATIVE ASSISTANT	\$26.00	\$21.60	X	24	\$518.00
M. GRANTS ADMINISTRATOR	\$39.00	\$35.00	X	40	\$1,400.00
N. MANAGER AIRPORT PLANNING	\$53.30	\$51.20	X	0	\$0.00
O. SENIOR PLANNER	\$53.40	\$42.10	X	0	\$0.00
P. PLANNER	\$37.50	\$34.80	X	0	\$0.00
Q. STAFF PLANNER	\$28.70	\$26.50	X	0	\$0.00
R. SENIOR PROJECT ARCHITECT	\$39.20	\$36.10	X	0	\$0.00
S. PROJECT ARCHITECT	\$33.10	\$31.40	X	0	\$0.00
T. MANAGING GEOLOGIST (SOILS ENG)	\$50.10	\$47.90	X	0	\$0.00
U. GIS ANALYST	\$26.70	\$22.20	X	40	\$888.00
V. ENVIRONMENTAL SCIENTIST	\$30.90	\$27.10	X	0	\$0.00
W. SENIOR CONSTRUCTION SUPERVISOR	\$59.50	\$57.30	X	0	\$0.00
X. CONSTRUCTION SUPERVISOR	\$47.80	\$46.30	X	0	\$0.00
Y. RESIDENT ENGINEER	\$41.80	\$39.80	X	0	\$0.00
Z. CHIEF INSPECTOR	\$33.10	\$31.40	X	0	\$0.00
AA. SENIOR INSPECTOR	\$29.50	\$25.40	X	0	\$0.00
BB. INSPECTOR	\$29.80	\$26.50	X	0	\$0.00
CC. JUNIOR INSPECTOR	\$18.80	\$17.60	X	0	\$0.00
DD. SENIOR TECHNICAL ADMINISTRATOR	\$28.10	\$26.50	X	0	\$0.00
EE. PARTY CHIEF	\$51.30	\$49.10	X	0	\$0.00
FF. SURVEYOR I	\$48.40	\$46.20	X	0	\$0.00
GG. SURVEYOR II	\$48.40	\$46.20	X	0	\$0.00

TOTAL ESTIMATED DIRECT SALARY COST: \$9,564.00

**II. OVERHEAD EXPENSES & PAYROLL BURDEN PER SCHEDULE "C" -
(AUDITABLE, ESTIMATED AND EXPRESSED AS A PERCENTAGE
OF DIRECT SALARY COST):**

166.00% \$15,876.00

III. SUBTOTAL OF ITEMS I & II:

\$25,440.00

IV. ESTIMATE OF DIRECT EXPENSES:

A.	TRAVEL, BY AUTO:						
		4	TRIPS @	360	MILES/TRIP @	\$0.510	= \$734.40
B.	PER DIEM:						
		2	DAYS @	1	PERSONS @	\$199.00	= \$398.00
C.	MISCELLANEOUS:						= <u>\$166.60</u>

TOTAL ESTIMATE OF DIRECT EXPENSES: \$1,299.00

V. FIXED FEE (PROFIT, LUMP SUM):

A.	LABOR PLUS OVERHEAD:			15%	(OF III.)	\$3,816.00
B.	DIRECT EXPENSES:			15%	(OF IV.)	<u>\$195.00</u>

TOTAL FIXED FEE: \$4,011.00

VI. SUBCONTRACTS:

A.	5 APPRAISALS (LAND/EASEMENT VALUES); AND 1 INDEPENDENT APPRAISAL (REQUIRED FOR VALUES OVER \$300,000)	\$19,000.00
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VII. TOTALS:

A.	MAXIMUM TOTAL COST FOR TECHNICAL SUPPORT SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE:	<u>\$49,750.00</u>
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Balloon Festival Estimated Spectators 2011

Estimated weekend spectator total: 53,479

Friday:

- 1,990 total vehicles for the day
- Planned Balloon Launch 5pm
- Peak hour of entry was from 3-4pm with a total of 946 vehicles
- For the day the busiest time was from 2-4pm

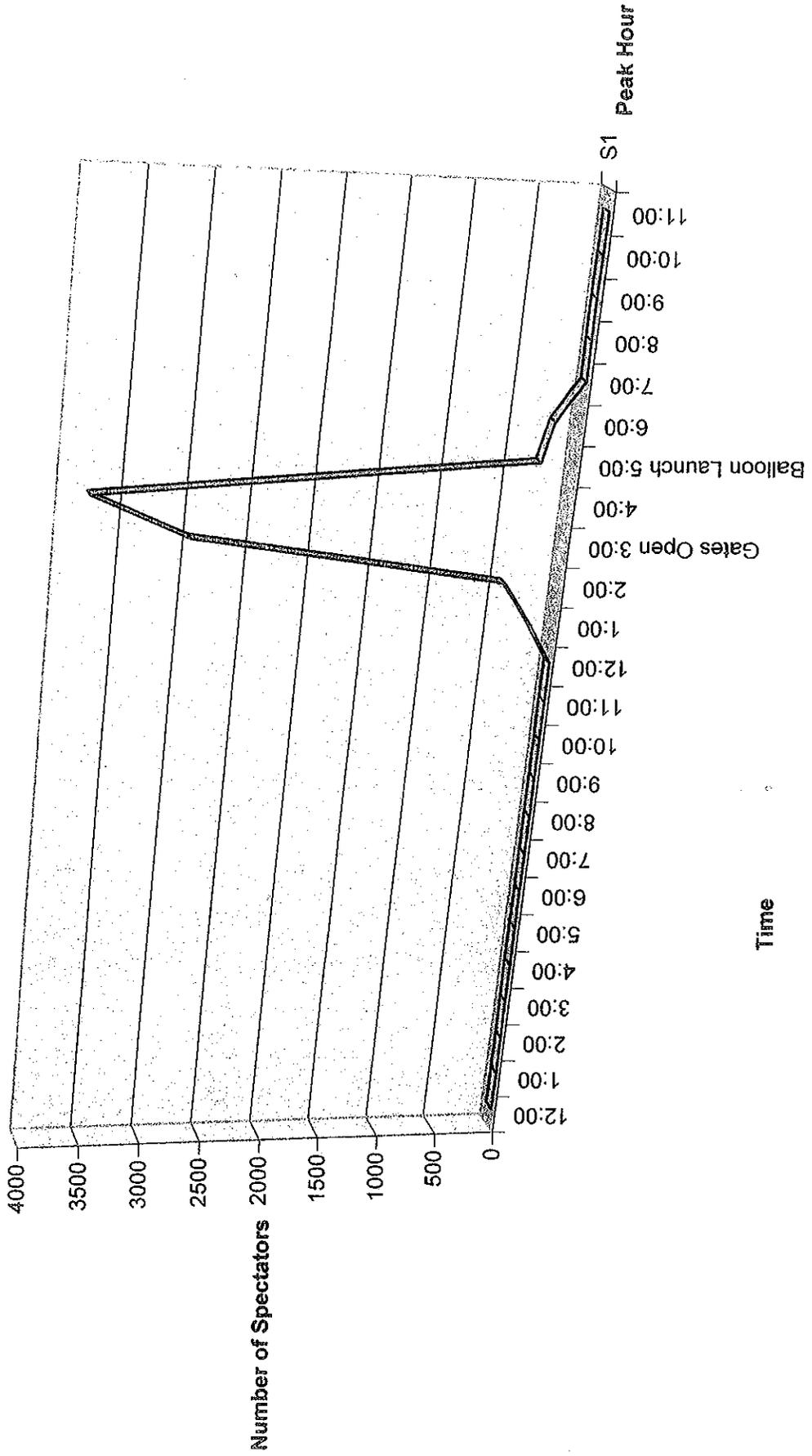
Saturday:

- 7,990 total vehicles for the day
- Big Balloon Breakfast 5-11am
- AM Peak hour of entry was from 4-5am with a total of 881 vehicles
- Planned Morning Balloon Launch 6:30am
- Jonathon Newell Band from 2-5pm attributed to a spike in vehicles with a peak from 1-2pm of 1,074 vehicles
- Planned Afternoon Balloon Launch 5pm
- PM Peak hour of entry was from 3-4pm with a total of 1,158 vehicles
- For the day the busiest time was from 12-5pm

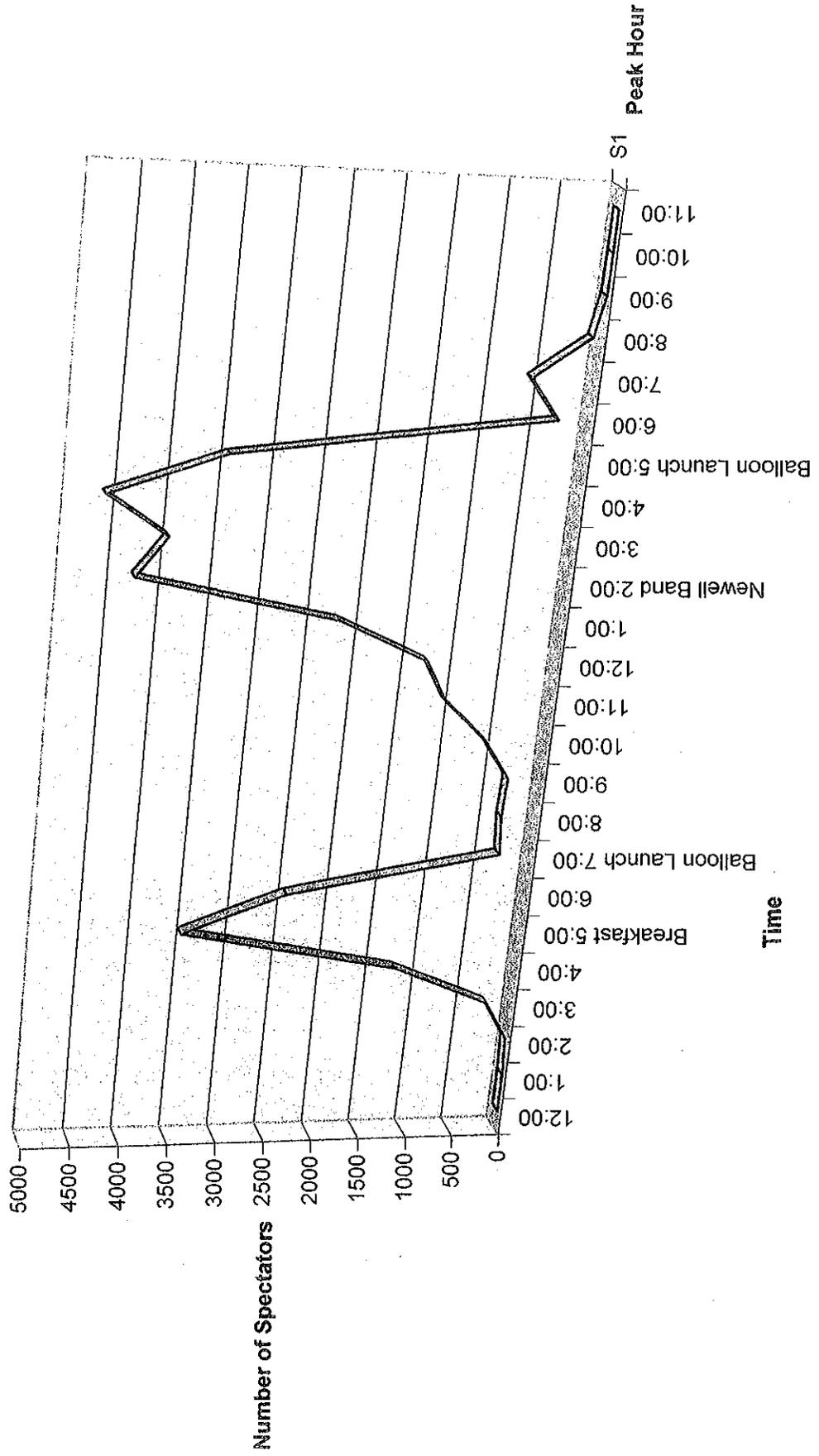
Sunday:

- 3540 total vehicles for the day
- Big Balloon Breakfast 5-11am
- Peak hour of entry was from 4-5am with a total of 1,342 vehicles
- Planned Morning Balloon Launch 6:30am
- For the day the busiest time was from 3-6am

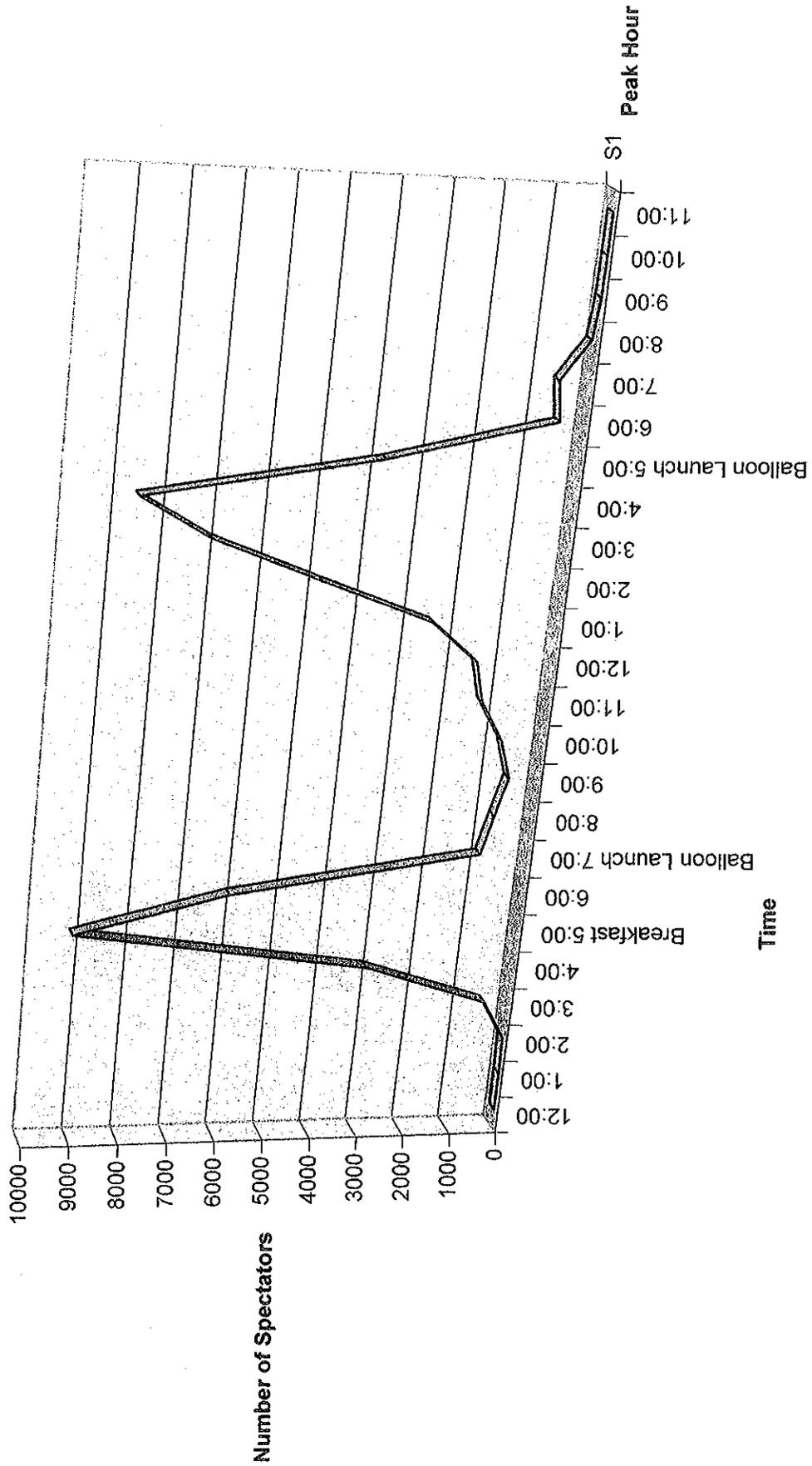
Balloon Fest Estimated Spectators Friday 9/23/11



Balloon Fest Estimated Spectators Saturday 9/24/11



Balloon Fest 2011 Total Estimated Spectators



24

REFERRALS - NOVEMBER 2011

PUBLIC WORKS: (Including Airport; DPW; Parks, Recreation & Railroad; Warren County Sewer and Solid Waste & Recycling)

AIRPORT:

- 1) Further information to be provided relative to the possible procurement of an easement on the Forest Enterprise Parcel, or a potential exchange of properties, at a future Committee meeting, subsequent to additional meetings with the property owner. (09.01.11)
- 2) November 1st Committee meeting to be held at the Airport to allow the Committee to see the new fire truck and snowblower. (07.26.11)
- 3) Committee authorized RFP for repair of terminal roof. (09.27.11)

DPW:

- 1) Committee requested County Attorney to review proposal presented relative to possible implementation of parking on West Brook Road, as well as appropriate property deed, to determine whether the initiative is viable and whether the County would be able to retain 100% of the parking revenues collected to support the County share of maintenance costs for the Gaslight Village property. (09.27.11)

PARKS, RECREATION & RAILROAD:

- 1) The County Attorney's Office has reviewed new information relative to the Trout Lake Access point and will report any new findings to the Committee at a future meeting. (03.29.11)
- 2) With reference to the Committee's request for the County Attorney's Office to research the property in the Town of Johnsburg owned jointly by the Town and the County to determine whether sale or transfer to the Town is appropriate, Mr. Dusek has advised that a temporary solution has already been approved allowing the Town use of the property and that the matter would be deferred for the attention of the new County Attorney. (06.28.11)
- 3) Relative to written comments provided by resident Tanya Tobias-Tomas, return comments have been provided by Ed Ellis of Iowa Pacific, Mr. Butler to contact Ms. Tobias-Tomas to determine whether her concerns were addressed and update the Committee with his findings. (09.01.11)
- 4) Request from Saratoga/North Creek Railway for use of high rail vehicles & equipment referred to the County Attorney for review. (09.01.11)
- 5) Committee gave consensual approval for Iowa Pacific to pursue grant opportunities for improvements to railroad. (10.12.11)

SOLID WASTE & RECYCLING: