### SYRACUSE REGIONAL AIRPORT AUTHORITY

SYRACUSE HANCOCK INTERNATIONAL AIRPORT
1000 Col. EILEEN COLLINS BLVD.
SYRACUSE, NEW YORK 13212
P: 315.454.3263

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Syracuse Regional Airport Authority Regular Meeting Agenda Friday, May 12, 2017, 11:00 a.m. – 1:00 p.m. Syracuse Hancock International Airport Board Room

- 1. Roll Call (2 Minutes)
- 2. Reading and Approval of Minutes from the April 7, 2017 Regular Meeting (2 Min)
- 3. New Business Part I (25 Minutes)
  - A. Present FY2017/18 Operating Budget
  - B. Present FY2017/18 Capital Budget
  - C. Update on Terminal Improvement Project
- 4. Old Business (35 Minutes)
  - 2017 Financial Disclosure Form
  - Executive Session
- 5. New Business Part II (10 Minutes)

#### A. Resolutions

- Resolution Accepting Management's Recommendation to accept findings of the draft PLA Study and negotiate and execute a Project Labor Agreement for the Terminal Improvement Project (draft PLA in Packet)
- Resolution Authorizing Executive Director to Acknowledge Authority's Responsibility to Contribute to Public Works Enforcement Fund and Make Necessary Contributions (supporting documents in Packet)

The mission of the Syracuse Regional Airport Authority is to provide safe, secure, efficient and low-cost air transportation service to the 12-county region that Syracuse Hancock International Airport currently serves. The Authority seeks to stimulate air service, economic development, trade and tourism by focusing on the shared goals of its stakeholders: more service to more destinations, lower operating costs and increased non-aeronautical revenue. The Authority recognizes that the Syracuse Hancock International Airport is a gateway to the central New York region and beyond and seeks to optimize customer service and exceed customer expectations with continuous improvements to the terminal building and public-use facilities.

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- Resolution Authorizing Executive Director to Execute Contract to Provide Security Personnel Services with Securitas Critical Infrastructure Services, Inc.
- Resolution Creating the Position of Director of Airport Security (Job Description in Packet)
- Resolution Approving Reimbursement of Airport Operating Expenses of the City of Syracuse and Authorizing Payment of Reimbursement Amounts to City of Syracuse (Existing Agreement in Packet)
- Resolution Authorizing the Addition of a Sergeant Position to exhibit A of the Services Agreement with the City of Syracuse (Existing Agreement in Packet)
- 6. Management Report (15 Minutes)
- 7. Committee Reports (10 Minutes)
  - Terminal Improvement Project Ad Hoc Committee
  - Finance
- 8. Adjournment

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### Minutes of the Regular Meeting of the Syracuse Regional Airport Authority April 7, 2017

Pursuant to notice duly given and posted, the regular meeting of the Syracuse Regional Airport Authority was called to order on Friday, April 7, 2017@ 12:13 p.m. in the Syracuse Regional Airport Authority Board Room located in the Syracuse Hancock International Airport by Chair, Mr. Patrick Mannion.

**Members Absent:** 

Dr. Donna DeSiato

Mr. Michael Quill Dr. Shiu-Kai Chin

#### **Members Present:**

Mr. Patrick Mannion - Chair

Mr. William Fisher

Ms. Beth Rougeux

Mr. John B. Johnson Jr.

Mr. Mark Venesky

Mr. Khalid Bey

Mr. William Simmons

Mr. Michael Lazar

#### **Also Present:**

Ms. Christina Callahan

Mr. Trent Amond

Ms. Patty Jeschke

Ms. Linda Ryan

Mr. R. John Clark

Ms. Jennifer Sweetland

Mr. Brian Dorman

Ms. Cheryl Herzog

#### Roll Call

As noted, all Board members were present, except for Dr. Donna DeSiato, Mr. Michael Quill, and Dr. Shiu-Kai Chin

#### **Reading and Approval of the Minutes:**

Chair Mannion asked if anyone had any questions/comments on minutes.

Ms. Rougeux asked if minutes were revised to reflect her nay vote on the security company. Ms. Jeschke stated they were.

A motion was made by Mr. Johnson and seconded by Ms. Beth Rougeux and was unanimously approved to accept the minutes from the March 10, 2017 meeting.

The motion was approved 8 ayes, 0 nays

#### **New Business:**

Ms. Callahan shared that we have been working with C & S on the preliminary schedule of construction so the Terminal Improvement project will be completed by fall of 2018. She has invited C & S to present that schedule to you.

<u>Presentation by John Trimble, President of C & S</u>: Mr. Trimble thanked the Authority for having trust in them to work on the project. He introduced the key employees that will manage the project. Brian Dorman of SRAA, Tom Horth of C & S will be Program Manager - he will work with FAA, State and Authority. Michael LaMontagne of C & S will lead the Production Design Team. Mr. Trimble discussed the N & S Concourse project. Mr. Fisher asked where the concourse project physically would begin & end. Mr. Dorman explained it would be from the end of concourse up to the portals.

Mr. Trimble shared they are going to accelerate the terminal canopy demolition. Construction should be complete by early September. They are in design process and also figuring out how traffic will continue to flow to keep things running as smoothly as possible.

Mr. Trimble then discussed the overall big project. He stated originally when the study was complete, there was an 80 million dollar plus project. C & S then recalibrated and submitted the application for the State money. C & S is now working with Authority to reconcile scope and budget to fit the new cost/project. Full design should be complete by early/mid November. Construction will be complete by deadline the Governor set – October 31, 2018.

Mr. Trimble addressed the garage situation. This will run parallel with project. They have a separate team to address the measures that need to take place. It will be handled in phases as in past. The design phase will be complete this summer with construction being complete by mid next year. There are more discussions that need to take place with Brian, Christina and Authority. Some discussion has taken place to work on the façade of garage to tie in to the terminal project – it will depend on budget.

Mr. Fisher wanted to be sure that C & S keeps in mind that whatever the State said would be complete that it is part of plan to be complete or worked out with State. Christina explained the conversations that she has had with State regarding museum display.

Mr. Clark asked if the State is requiring a minimum output from the solar panels – are they going to be token Solar Panels or are they going to contribute electricity to airport. Mr. Trimble said it came up with not a lot of discussion. Ms. Callahan shared that it was one of the elements of sustainability in the project. There is preliminary work that needs to be done – for ex. A glare analysis. Mr. Trimble thinks the Rainwater Harvesting from previous project and tying into that may suffice.

Ms. Rougeux mentioned a professor at RPI that is very well known for a special glass used for Center of Excellence Building. They may have something that is commercially available now to use. Mr. Trimble stated they would look into that.

Mr. Fisher asked if the Ad-Hoc Committee is operating yet. Mr. Mannion/Ms. Callahan told him they are meeting after the Board meeting today to get set up. Mr. Fisher, Mr. Robb, Mr. Mannion, Dr. Chin and Mr. Lazar are on the committee.

Mr. Mannion reminded everyone the Financial Disclosures are due by the end of May. He suggested the sooner the better

**Executive Session:** The members in attendance went in to Executive Session to discuss proposed, pending or current litigation; financial credit and employment history of a particular person or corporations by the Authority. It was noted that no formal action would be taken during the Executive Session. The motion was made by Mr. Bey and seconded by Mr. Johnson. It was unanimously approved. Board members, Ms. Callahan, Mr. Amond, Mr. Carni and Mr. R. John Clark went into executive session at 12:44 p.m.

Executive session ended at 1:35 p.m. Motion was moved by Ms. Rougeux and seconded by Mr. Lazar. No action was taken.

<u>Committee Reports:</u> There are three committee reports in packet: Finance (2/3/17), Human Resource (2/16/17) and Audit (3/2/17)

### **Adjournment**

A motion was made by Mr. Venesky and seconded by Mr. Lazar to adjourn the meeting. The motion was approved: 8 ayes, 0 nays The meeting was adjourned at 1:47 p.m.

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	   2016/17   <u>Bdgt</u>	2016/17-02/17 <u>YTD</u>	2016/17 <u>Prj.</u>	\$ Var Prj. <u>From Budget</u>	\$ Var Prj.   From YTD	Proposed 2017/18 <u>Budget</u>	\$ Variance 16/17 Bdgt	% Var 16/17 Bdgt	\$ Variance 04/17 Prj.	% Var <u>04/17 Prj.</u>
REVENUE Aviation 075A, 080A	   12,967,700 	8,696,600	12,855,600	(112,100)	4,159,000   	13,571,800	604,100	4.7%	716,200	5.6%
Services at Net 090, 091	   7,748,500 	6,797,600	7,764,400	15,900	966,800     	7,211,100	(537,400)	-6.9%	(553,300)	-7.1%
Other Operating 092	   4,088,300 	2,632,300	3,995,300	(93,000)	1,363,000   	3,945,300	(143,000)	-3.5%	(50,000)	-1.3%
TOTAL REVENUE	   24,804,500 	18,126,500	24,615,300	(189,200)	6,488,800   	24,728,200	(76,300)	-0.3%	112,900	0.5%
EXPENSE Airfield Ops & Maint 070, 075B	     5,557,300	3,288,400	5,664,900	107,600	2,376,500     	5,640,200	82,900	1.5%	(24,700)	-0.4%
Terminal 080B, 085	   7,225,200 	3,262,600	6,489,200	(736,000)	3,226,600   	7,267,400	42,200	0.6%	778,200	12.0%
Support 005 - 060	   11,502,900 	7,012,300	10,077,800	(1,425,100)	3,065,500   	11,393,900	(109,000)	-0.9%	1,316,100	13.1%
Non-Operating 065	   <u>519,100</u> 		2,383,400	1,864,300	2,383,400 	426,600	(92,500)	-17.8%	(1,956,800)	-82.1%
TOTAL EXPENSE	   24,804,500 	13,563,300	24,615,300	(189,200)	   11,052,000 	24,728,100	(76,400)	-0.3%	112,800	0.5%
Surplus/(Deficit)	 	4,563,200	-	-	(4,563,200)	100	100		100	0

		et, May 12, 2016							
Status as c	of:	Draft							
ACIP Fund	ed Projects			90%	5%				
2017/18	Cost		Total	AIP	NYS	Local	Share	Grant/	
<u>rear</u>	<u>Center</u>	Project Description	Cost*	<u>Share</u>	<u>Share</u>	<u>PRRSM</u>	<u>Discretionary</u>	<u>Restricted</u>	<u>Status</u>
	Airfield	Rehab Deicing Fluid Collection Facility (Desig	550,000	495,000	27,500	27,500			
	Terminal	TIP Phase I (Canopy)	4,167,000	3,750,300	208,350	208,350			
	Terminal	S. Concourse Bathrooms (Design & Construc	1,325,000	1,192,500	66,250	66,250			
	Terminal	Passenger Jet Bridge (20) Phase II	1,400,000	1,260,000	70,000	70,000			
		Sub-total ACIP	7,442,000	6,697,800	372,100	372,100	-	-	
ocal Proje	ects			90%	5%				
2017/18	Cost		Total	AIP	NYS	Local Funding S	Source	Grant/	
<u>/ear</u>	<u>Center</u>	Project Description	<u>Cost</u>	<u>Share</u>	<u>Share</u>	<u>PRRSM</u>	Discretionary	<u>Restricted</u>	<u>Status</u>
	Airfield	ARFF Officer Vehicle	100,000			100,000			
	Airfield	Rotary Mower (2)	50,000			50,000			
	Airfield	Main Road Plow	225,000			225,000			
	Airfield	Wheel Loader	145,000			145,000			
	Airfield	Large-are Mower (Fine Cut)	120,000			120,000			
	Airfield	Small Mowers (2)	60,000			60,000			
	Airfield	Floor Scrubber	55,000				55,000		
	Airfield	Painting Equipment	46,100			46,100			
	Terminal	N. Concourse Roof Repairs	300,000					300,000	
	Terminal	S. Concourse Lower Windows, Phase 1	83,000			83,000			
	Terminal	Intl. Gate to include CBP (design only)	250,000				250,000		
	SRAA	Engineer Field Vehicle	50,000				50,000		
	SRAA	Shuttle Bus	140,000				140,000		
	SRAA	Asphalt Paving Repair	250,000			250,000			
	SRAA	Parking Garage Center Elevator	125,000			125,000			
	SRAA	Parking Garage - Required Repairs	250,000			250,000			
		Sub-total Local	2,249,100	-	-	1,454,100	495,000	300,000	
Additiona	Projects			90%	5%				
2017/18	Cost		Total	AIP	NYS	Local Funding S	Source	Grant/	
<u>Year</u>	<u>Center</u>	Project Description	<u>Cost</u>	<u>Share</u>	<u>Share</u>	PRRSM	Discretionary	Restricted	<u>Status</u>
	SRAA	Debt Service	418,600			418,600			
		Sub-total Additional	418,600	-	-	418,600	-	-	
		GRAND TOTAL	10,109,700	6,697,800	372,100	2,244,800	495,000	300,000	
	1								

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Resolution No. 2017

# RESOLUTION ACCEPTING MANAGEMENTS RECOMMENDATION TO NEGOTIATE A PROJECT LABOR AGREEMENT FOR THE 2017 TERMINAL IMPROVEMENT PROJECT

WHEREAS, the Syracuse Regional Airport Authority (the "Authority") is a public benefit corporation, formed and operating pursuant to Chapter 463 of the Laws of New York 2011 and Article 8, Title 34 of the New York Public Authorities Law, as amended (collectively the "Enabling Act"); and

WHEREAS, Section 2799-ggg (11) of the Enabling Act authorizes the Authority to enter into contracts, agreements and leases with the federal government, the state, the county, the city, any person or other public corporation and to execute all instruments necessary or convenient to accomplishing its corporate purposes which include the development, expansion, maintenance and operation of aviation facilities in Central New York in general and the Syracuse Hancock International Airport ("Airport") in particular; and

WHEREAS, the Authority has been identified as a recipient of an approximately \$35.8 million grant from the State of New York (the "Grant") under its Upstate Airport Economic Development and Revitalization Program ("Airport Revitalization Program") for the renovation of the terminal at Syracuse Hancock International Airport (the "2017 Terminal Improvement Project" or "Project"); and

WHEREAS, the Authority Board, by Resolution 8 of 2017 previously authorized the Executive Director to execute an Aviation Project Funding Agreement in order to fund and implement the 2017 Terminal Improvement Project; and

WHEREAS, the Enabling Act requires the Authority to obtain the approval of the City of Syracuse for Airport projects in excess of \$10 Million and in obtaining the City's approval of the

Project, the Common Council of the City recommended that the Authority investigate the potential benefits of utilizing a project labor agreement ("PLA") in connection with the Project; and

WHEREAS, Authority management commissioned a PLA study by Seeler Engineering,
P.C. to determine whether a PLA would be beneficial to the Project, and Seeler in a draft PLA study
determined that a PLA could have a significant beneficial impact on the project and potentially
result in a Project cost savings of approximately \$2.69 Million, and Authority management has
recommended that the Board authorize the negotiation of a PLA for the Project; and

WHEREAS, the Board has reviewed the draft PLA study and considered its potential impacts on the Project.

NOW, THEREFORE, after due deliberation having been had thereon, it is hereby RESOLVED, by the Board of the Syracuse Regional Airport Authority that the Board hereby accepts the recommendations of the draft PLA study and that the Executive Director is authorized, with the advice of counsel, to seek to negotiate a Project Labor Agreement concerning the Project, and in the event such negotiations are successful and upon the further advice of counsel, to enter into a Project Labor Agreement for the 2017 Terminal Improvement Project.

2017

resolution ridop	ted Bate. Maj	,,,	
Vote: Ayes	Nays:	Abstentions:	<u>—</u> ·
Signed:			
Secretary	y		

Resolution Adonted Date: May

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# Draft Report Project Labor Agreement Benefits Analysis

Syracuse Regional Airport Authority Syracuse International Airport Terminal Improvement Project Phase 3 Through 11 Syracuse, New York

April 14, 2017

Seeler Engineering, P.C.

# Draft Report Project Labor Agreement Benefits Analysis

# Syracuse Regional Airport Authority Syracuse International Airport Terminal Improvement Project Phase 3 Through 11 Syracuse, New York

April 14, 2017

Prepared By

Seeler Engineering, P.C.

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Table 2	Work Area Labor Hours and Cost Breakdown

Table 3 Key Features of Existing Labor Agreements

### Appendices

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Appendix C Detailed Cost Savings Calculation

### **Section 1 Executive Summary**

### 1.1 Background

Project Labor Agreements, which have been utilized in the private sector for many years, are a recognized tool for assisting in cost effective and timely completion of major construction projects. They serve these objectives by providing uniform working conditions, cost savings, a stable labor environment, and comprehensive protection against work disruptions arising out of labor disputes.

In March of 1993, the U.S. Supreme Court held that a governmental entity, when it is acting in its proprietary capacity as owner or manager of property and is participating in the construction industry marketplace much as a private employer, can utilize a PLA without conflicting with federal law. On March 28, 1996 the New York Court of Appeals approved, under State Law, the use of PLAs on publicly owned projects. In that case, which involved the repair and refurbishing of the Tappan Zee Bridge, the Court emphasized the need for the PLA to foster one or both of the dual purposes underlying the State's various competitive bidding laws: (1) protecting public fisc and (2) avoiding favoritism, fraud or corruption. See New York State Chapter, Inc. v. New York State Thruway Auth., 88 N.Y.2d 56, 643 N.Y.S.2d 480 (1996) (sometimes referred to as the "Tappan Zee" case). The importance of potential cost savings to the public through the use of a PLA was emphasized by the Court's rejection of a PLA in a companion case, involving the Roswell Park Cancer Institute in Buffalo. There, in the absence of sufficient evidence that the Dormitory Authority approved the use of the PLA as a cost saving device, the use of a PLA was struck down by the Court.

As set forth in Section 222 of New York State Labor Law, a state agency or any political subdivision thereof having jurisdiction over a public work may require a contractor to enter into a project labor agreement when the agency determines that its interest is best met with application of a PLA that:

- 1) obtains the best work at the lowest price in the construction process;
- 2) prevents favoritism, fraud and corruption; and
- 3) is based on such other factors as the impact of delays, the possibility of cost savings advantages and history of labor unrest in the area.

The Syracuse Regional Airport Authority (Airport Authority) is in the process of implementation of a Design-Bid-Build project for the Syracuse International Airport Terminal Improvement Project Phase 3 through 11 (the "Project"). The total project construction cost is estimated to be approximately \$43.6 million. Based upon the scope and schedule for this project and consistent with the New York State Labor Law Section 222, the Airport Authority is considering the use of a PLA.

To investigate the use of a PLA, the Airport Authority retained Seeler Engineering, P.C. (Seeler), an independent consultant experienced in the development and implementation of PLAs, to conduct a thorough analysis of the costs/benefits of a PLA. A PLA has not yet been negotiated for this project. As such, in preparing this report Seeler evaluated the key aspects of the project scope to assess areas of potential costs/benefits against PLA terms and conditions which have been successfully negotiated in

previous agreements.

### 1.2 The Syracuse International Airport Terminal Improvement Project

The Project involves the renovations of the original terminal building of the Syracuse International Airport constructed in 1962. The terminal, as it exists today, is functional and well-operated, however, it features outdated designs, layouts, materials and aesthetics. The project's focus will be to introduce an open glass façade, curbside improvements, and provide more openness to travelers. Additionally, an interior passenger bridge at the façade will improve movement between the parking garage and the terminal, as well as unify the entire main concourse. The project is currently divided into eleven phases for purposes of scoping. Multiple construction contracts are anticipated; however packaging of individual phases into bid packages has not yet been finalized. The various phases are:

Phase	Description
3	Terminal Building Roof Replacement
4	Terminal Building Façade Improvements
5	Terminal Building Canopy
6	Installation of Photovoltaic Panels
7	Renovation of Terminal Building Grand Hall
8	Upgrades to Airline Ticket Counters
9	Renovation of Terminal Building Main Lobby Restrooms
10	Renovation of Ticketing and Baggage Hall Areas
11	Terminal Entrance Roadway Improvements
Undefined	Terminal Security Upgrades (Hardware & Software)

### 1.3 Our Study

This study includes an assessment of the economic and non-economic considerations of a PLA. To assess economic considerations, Seeler Engineering, P.C. developed a comparative analysis of the existing applicable area collective bargaining agreements for thirteen (13) labor craft unions (with fourteen (14) agreements) that would govern construction on the Project in the absence of a PLA. The intent of the review was to identify areas for improvement through the use of the proposed PLA that could reduce the Project's total labor cost.

Given the nature and size of this Project, and the make-up of the market, even in the absence of a PLA we would expect, on a dollar basis, a minimum of approximately 50 percent of the successful contractors and sub-contractors to be unionized contractors covered by one or more of the applicable collective bargaining agreements (CBAs). These projections are based upon the author's review of projects recently executed in this region and an understanding of construction labor supply and demand in the Central New York Region, the size of the project, the nature and makeup of contractors in the region who routinely execute projects of this nature, and previous projects constructed both with and without PLAs in the Central New York Region.

### 1.4 Summary

We estimate that using a PLA would result in savings of \$263,300 or approximately 3.1 percent of the

projected cost of labor for the Project (estimated at \$8,481,891). Cost savings attributed to each potential change in current collective bargaining agreements (CBAs) are presented below.

Item#	Cost Savings	Total Savings		
1	Flexible Shift Start Times	\$	11,300	
2	Productivity Gain 10 Hour Days	\$	9,900	
3	Industry Funds	\$	2,600	
4	Apprentice Ratios	\$	17,600	
5	Non Union Apprentices	\$	78,200	
6	Guaranteed Pay	\$	6,700	
7	No Holiday Pay	\$	8,400	
8	Management Rights	\$	97,000	
9	Shift Work	\$	19,700	
10	Offsite Fabrication	\$	11,900	
	Total Savings	\$	263,300	
	<b>Total Construction Cost</b>	\$	43,587,878	
	Total Labor Cost	\$	8,481,891	
	<b>Total Savings Percentage</b>		3.1%	

While not directly related to labor cost reductions, the ability to avoid application of the Wicks Law to the project could result in significant project cost reduction through increased efficiency in coordination. We anticipate that the benefits of Wicks avoidance are definable and can be applied to Phases 6 through 10. The avoidance of Wicks law could amount to savings of approximately \$2 Million. We estimate, therefore, that total savings could exceed \$2,280,000 million for a total project cost of \$43.6 Million, which is approximately a 5.2% savings.

PLAs can benefit projects with very challenging schedules by permitting flexibility in work scheduling and shift times to potentially increase productivity. The anticipated schedule is aggressive. Management of multiple construction contracts to meet scheduled deadlines will present a significant management challenge which could be aided by PLA implementation. Other benefits not easily translated into economic savings include enhancing workforce diversity and training objectives. No extraordinary project specific objectives focused on workforce diversity have been established. No extraordinary recruitment and training objectives have been established either. Enhanced language regarding workforce diversity, often incorporated into PLAs, would not, therefore, offer significant benefit to this project. Enhanced language regarding recruitment and training, also often incorporated into PLAs would also not offer significant benefit to the project except for providing access to qualified apprentices to those contractors who would otherwise not have access. These aspects of the project are, therefore, non-factors for this study. Impacts of apprentice availability are discussed further in the cost savings section of this report.

## Section 2 Project Description

### 2.1 Scope

The Project involves the renovations of the original terminal building of the Syracuse International Airport constructed in 1962. The terminal, as it exists today, is functional and well-operated, however, it features outdated designs, layouts, materials and aesthetics. The project's focus will be to introduce an open glass façade, curbside improvements, and provide more openness to travelers. Additionally, an interior passenger bridge at the façade will improve movement between the parking garage and the terminal, as well as unify the entire main concourse. The project has been broken down into Phases 3 through 11 plus an undefined phase. The description of each phase is as follows:

#### Phase 3 – Terminal Building Roof Replacement

This phase generally includes removal of the existing 25,000 sq.ft. sawtooth-type roof over the center lobby, and replacement with a new roof system that accommodates the proposed fascia modifications.

#### Phase 4 – Terminal Building Façade Improvements

This phase generally includes the comprehensive renovations to the building façade.

#### **Phase 5 – Terminal Building Canopy**

This phase generally includes construction of a new curbside canopy for passenger drop-off and pick-up, along with construction of a new overhead canopy system.

#### Phase 6 – Installation of Photovoltaic Panels

This phase generally includes procurement and installation of new photovoltaic panels on the terminal building.

#### Phase 7 – Renovation of Terminal Building Grand Hall

This phase generally includes renovations to the center lobby area of the terminal. Anticipated work includes the replacement of the flooring and seating.

#### Phase 8 – Upgrades to Airline Ticketing Counters

This phase generally includes replacement of the existing ticketing counters and the installation of new self-serving ticketing kiosks.

#### Phase 9 – Renovation of Terminal Building Main Lobby Restrooms

This phase generally includes complete renovations to the two original restrooms located within the first floor of the terminal building.

#### Phase 10 – Renovation of Ticketing and Baggage Hall Areas

This phase generally includes renovations to the ticketing and baggage claim areas of the terminal. Anticipated work includes the replacement of the flooring and seating.

#### **Phase 11 – Terminal Entrance Roadway Improvements**

This phase generally includes the rehabilitation of a portion of the entrance roadway to the main entrance of the terminal building. The work is anticipated to include pavement rehabilitation, pavement markings, and new wayfinding signage. .

#### **Undefined Phase - Terminal Security Upgrades (Hardware & Software)**

This undefined phase generally includes upgrades to the hardware and software security of the main terminal building.

#### 2.2 Schedule

A preliminary construction schedule has been established for the Project and is included as Appendix A. Phase III of the project is scheduled to start in March of 2018. The remaining phases are all scheduled for a start in early 2018 as well. The overall project construction duration is projected to be eight (8) months. The eight (8) month scheduled contract period, allows construction to proceed with only one (1) summer season for construction. All construction work is projected to be completed by October 30, 2018.

A decision on the packaging of the individual Phases into construction contracts has not yet been finalized. The intention is to minimize the number of construction contracts thus minimizing potential coordination issues with such a compressed schedule however, several contracts are anticipated. Given the compressed schedule for all phases to be completed, scheduling and allocation of resources will be important factors in efficient execution of the project.

#### 2.3 Construction Costs

A preliminary construction contract cost estimate has been prepared by the Project Team. A copy of the estimate is included in Appendix B. Total construction cost is estimated at \$43.6 million in 2017 dollars. It is anticipated that the project will be completed using multiple prime contract packages.

# Section 3 Estimate of Craft Labor Needs

#### 3.1 Craft Labor Breakdown

Seventeen craft labor unions would represent the construction industry in the region. A complete listing of the unions is presented on Table 1. Of this number, thirteen (13) craft labor unions (with fourteen (14) agreements) would have active involvement in the work planned for the Project. Those craft unions are Bricklayers, Carpenters, Electrical Workers, Elevator Workers, Glaziers, Heat & Frost Insulators, Iron Workers, Laborers, Operating Engineers (2 agreements), Painters, Plumbers & Steamfitters, Roofers, and Sheet Metal Workers. All work is subject to Building agreements for those trades where a separate agreement for Building work has been established.

Table 2 includes work area labor breakdowns for the Project. This analysis estimates that approximately 167,528 craft labor hours will be required to complete construction work for the Project. Demand for craft labor will be immediate upon initiation of the construction activities. Even in the absence of a PLA, given the history of award of projects of a similar nature in the region, we would expect, on a dollar basis, a minimum of approximately 50 percent of the project contractors/subcontractors to be unionized contractors covered by one or more of the craft labor agreements. This projection is based upon the author's in-depth knowledge of construction labor supply and demand in the Central New York Region, the size of the project, the nature and makeup of contractors in the region who routinely execute projects of this nature, and previous construction projects constructed under PLAs in the Central New York Region. For a project of this size we would not expect to see a significant number of new contractors/subcontractors from outside the Central New York Region.

As such, this report evaluates one potential scenario; the scenario where approximately 50 percent of the project is executed by unionized contractors.

### 3.2 Projected Labor Costs

Utilizing applicable journeyman wage and benefit rates, Seeler projected labor costs for the Project. The projected craft labor cost for the Project is estimated at \$8,481,891 or 20 percent of the anticipated construction cost, with the actual percentage varying on individual components from 20 to 45 percent.

# Section 4 Summary of Existing Agreements

### 4.1 Existing Agreements

Seeler Engineering, P.C. has developed a comparative analysis of the thirteen (13) applicable crafts (with fourteen (14) agreements). These thirteen (13) crafts, covered by fourteen (14) individual agreements are; Bricklayers, Carpenters, Electrical Workers, Elevator Workers, Glaziers, Heat & Frost Insulators, Iron Workers, Laborers, Operating Engineers (2 agreements), Painters, Plumbers & Steamfitters, Roofers, and Sheet Metal Workers. All work is subject to Building agreements where a particular craft differentiates between Building work and Heavy & Highway. Significant aspects of each of the fourteen (14) agreements are summarized on Table 3. The intent of the review was to identify areas of improvement that could be achieved through the proposed PLA which could potentially result in a reduction of the labor cost for the Project. A brief synopsis of the terms of the existing agreements is presented below.

#### 4.1.1 Contract Duration/Expiration Date

Contract durations range from one to five years, with the majority of the agreements being three years in duration. Five (5) of the fourteen (14) applicable agreements are set to expire during the planned contract period. These are:

- Electrical Workers (5/31/2018)
- Glaziers (4/30/2018)
- Heat & Frost Insulators (4/30/2018)
- Iron Workers (4/30/2018)
- Laborers Building (5/31/2018)

#### 4.1.2 Regular Work Hours/Regular Work Day

Regular work hours/work day are not consistent between agreements. Although all of the agreements standardize on a 5 day, 40 hour work week, some crafts allow 4 ten hour days as an alternative with consent of the union. The majority of the agreements set normal work hours from 8 a.m. to noon and 12:30 p.m. to 4:30 p.m. with an unpaid one-half hour for lunch. Several unions do not state specific start and quitting times, but state that the hours must be consecutive with a ½ hour lunch. Other unions specifically state that the starting and quitting times may be changed, but require notification to or mutual agreement of the union.

#### 4.1.3 Guaranteed Pay

All of the agreements except Ironworkers and Heat & Frost Insulators require two or more hours pay for reporting in at their designated hourly rate. Iron workers require \$25 per hour for the first two hours if the employee shows up and no work is provided due to weather or other means not controlled by the employer. Heat & Frost Insulators do not offer report-in pay, however, they do offer \$50.00 in travel expenses. The detailed requirements vary. Some require the pay regardless. Still others require additional compensation if weather conditions permit work, but no work is provided. The Operating Engineers essentially guarantee a minimum of three full days of pay once the work week starts regardless of the hours actually worked. In some instances these guaranties can be as much as 40

hours. Most of the unions allow Saturdays as a make-up day for weather related delays at straight time.

#### 4.1.4 Shift Work

Most agreements are essentially consistent in regards to shift work. Most agreements shorten the hours worked for second and third shift (7.5 hours for second shift and 7 hours for the third shift) but require 8 hours of pay, when three shifts are worked. Some agreements carry an hourly differential as well, typically ranging from 10% to 25% for second and third shifts.

#### 4.1.5 Overtime

Most agreements provide for time-and-one-half for overtime for weekdays and Saturdays. For Sundays and holidays two-times base salary is typical.

#### 4.1.6 Holidays

All unions except for Operating Engineers (Building and Technical) standardized on 6 unpaid holidays: Christmas, New Years, Thanksgiving, Labor Day, Memorial Day and Independence Day. Operating Engineers (Building) receive a paid day off if work were performed five days before and one day after their designated holidays. The Operating Engineers Technical agreement only requires work to be performed one day before and one day after their designated holiday to receive holiday pay.

### **4.1.7 Apprentice Ratios**

The ratios vary and change with the number of Journeymen at the site. For example, many unions allow the first Apprentice with the first Journeyman. While one Apprentice usually is allowed initially, once staffing grows beyond a small labor force the following ratios have been established:

Journeyman/Apprentice Ratio	Number of Agreements
1/1	1
2/1	2
3/1	8
3/2	1
4/1	1
5/1	1

#### 4.1.8 Off-Site Fabrication

Off-site fabrication rules vary from agreement to agreement. Some do not address the issue at all. For example, electricians define certain work elements and require them to be union. Several other crafts have similar language which could restrict flexibility in the use and selection of off-site fabricators.

#### 4.1.9 Mileage and Parking

Most of the agreements do not address mileage reimbursement. Electrical Workers require mileage reimbursement at the current IRS rate when traveling to and from multiple job sites within one work day.

#### 4.1.10 Management Rights

Most of the existing agreements do not contain a "Management's Rights" clause. This means that they lack clear statements of the rights of management giving the contractor the assistance and/or flexibility required for necessary control and management of the Project work including control of the level of staffing and control/selection of key personnel such as the foreman.

#### 4.2 Labor Unrest

In accordance with Section 222 of New York Labor Law, we reviewed the general labor climate in the Central/Western New York region over the last ten years. Our review revealed a mixed picture. Unrest is evidenced by recent organizing activities in the service industries in Central and Western New York, threatening job actions in the manufacturing sector, and recent demonstrations by local construction trades at the MCC Rochester campus related to a proposed housing project. As recently as February of 2010, IAM Local 1555 employees went on strike for twenty-two (22) weeks in Westfield, New York, Chautauqua County. A strike, just settled several years ago, by Mott's employees at the Williamson, New York facility is now the longest in the Company's history lasting five months. Recently, demonstrations took place at the Muller Quaker Dairy project in Batavia over employment of out of town non-union workers. There is an ongoing dispute between the Capital Region construction trades and the Albany Hilton Hotel over use of non-union contractors. Union activism by the construction trades has most recently been demonstrated by their support for unions recently on strike at the Momentive Plant in Waterford, New York. The strike was recently settled after a fourth month walkout. The construction trades refused to cross picket lines. Demonstrations, including the use of visuals such as the inflatable rat, at other construction project sites have been noted and are expected to continues over the issue of employment of local union labor. The region has not, however, experienced a strike of the construction trades in recent history.

The 52-county Upstate New York region's unemployment rate stood at 4.7 percent in November 2016, a decrease from 4.8 percent in November 2015. However, despite the decrease in the unemployment rate, the New York State Department of Labor reported that the state's labor force has decreased by 86,500 between November 2015 and November 2016. As demands on skilled labor increase, availability will decrease, making access to skilled workers through hiring halls and certified apprenticeship programs even more valuable, thus giving the union worker greater strength at the bargaining table. This, in turn, increases the potential for confrontation in local bargaining and labor disruption as local area bargaining agreements go through the negotiation process. There are approximately \$2.1 Billion in construction projects planned or recently begun for a six (6) county area around Onondaga County including the ongoing State Fair Project, the I-690 Bridge Replacement, the Destiny USA Hotel, the Syracuse City School District Capital Improvement Project, the I-81 Replacement Project, the NYS Thruway 8 Bridge Replacement Project, and the I-90 Over Vine Street Bridge Replacement. Expenditures at the current level in the region would, however, not place unusual demand on available labor.

Given the current economic and unemployment conditions we view the labor market in Central New York Region as tightening. Project site demonstrations taking many forms, such as a bannering, hand billing, and picketing may become more common occurrences, however, strikes of any significant duration are not expected.

### Section 5 Economic Considerations

#### 5.1 General

We conducted an analysis of potential cost savings for the Project utilizing the projected labor craft hours, wage rates currently in effect and contract provisions that would likely be included in a PLA. Given the nature and size of this Project, and the make-up of the market, we would expect, on a dollar basis, even in the absence of a PLA, a minimum of 50 percent of the successful contractors and/or sub-contractors to be unionized contractors covered by one or more of the applicable agreements.

These projections are based upon the author's review of projects recently executed in this region and an understanding of construction labor supply and demand in the Central New York region, the size of the project, the nature and makeup of contractors in the region who routinely execute projects of this nature, and previous projects constructed under PLAs in Central New York.

### 5.2 Labor Cost Savings Attributed to the Use of a PLA

Labor cost savings projected for the project were prepared based upon contract provisions that have routinely been successfully negotiated and incorporated into PLAs implemented in the region, and there is therefore a reasonable assumption that such contract provisions would be included in any agreement executed for this project. The potential for economic savings for each anticipated contract provision is discussed below.

#### **5.2.1 Flexible Start Times**

A PLA could provide for flexibility of the contractors/subcontractors to set start times between the hours of 6 a.m. and 9 a.m. and use special shift start and finish times to fit the needs of the assignment. This would give the contractor flexibility to schedule the workday to maximize productivity. Flexible hour schedules could accommodate for seasonal daylight, and after hours work, which would enhance productivity. Increased productivity with the flexibility of start times is estimated to translate into approximately one hour per week per person productivity gained. The maximum savings results from the implementation of flexible start times during the summer months (June, July and August) of the construction schedule is estimated to be approximately \$11,300.

#### **5.2.2 Four Ten Hour Days**

A PLA could provide for additional flexibility in the regular work week by allowing a contractor to use a 4 - 10 hour day schedule or a regular day without requiring permission or consent form the union. This would eliminate the setup and breakdown time for one work day each week. Savings are estimated to be approximately one hour per week per person. The maximum savings results from implementation of a 4 day, 10 hour schedule for the duration of Phase 11 (5 months). As this productivity gain is applicable to all workers at the site regardless of union affiliation the estimated maximum savings is projected to be \$9,900.

#### 5.2.3 Industry Fund Payments

A PLA could limit the workers' pay to base wages and fringe benefit payments as published in the prevailing wage schedules. This, in turn, would avoid collectively bargained payments, such as Industry Promotion Funds, which are in excess of those required by/for public works projects. The local agreements provide for these projects have Industry Fund payments that range from \$0.00 to \$0.25, thus a savings of approximately \$2,600 is anticipated through the elimination of these payments.

#### 5.2.4 Union Apprentice Ratio Apprentice Program Participation

A PLA could agree to apprentice ratios equal to or better than those set by the New York State Department of Labor. This translates to apprentice ratios of 3 to 1 or better. By moving several of the crafts to this ratio, a reduction in labor cost would be realized. We have applied this projection only to union employers (50 percent of the project). On this basis, it is estimated that this modification would result in a cost savings of \$17,600.

#### 5.2.5 Non-Union Apprentice Program Participation

A PLA could provide access to a qualified pool of apprentices for non-union contractors not otherwise available. This provision would allow for non-union contractors (who do not have state approved apprentice programs) to obtain qualified apprentices, through the referral process, to lower overall crew labor cost. We have projected that crew sizes large enough to utilize apprentice rations to their fullest would represent approximately 33% of the projected non-union labor hours for all crafts. By providing access to contractors who would not otherwise be able to take advantage of apprentices, a PLA would result in savings of \$78,200.

#### 5.2.6 Guaranteed Pav

A PLA could eliminate guaranteed pay in its entirety and replace it with a travel allowance equivalent to one hour's pay. Standardizing on this provision for all trades results in an estimated savings projected to be \$6,700.

#### 5.2.7 Holiday Pay

A PLA could eliminate paid holidays in their entirety for the Operating Engineers (Building and Technical Agreements). The estimated savings is projected to be \$8,400.

#### 5.2.8 Management Rights/Jurisdictional Requirements

A PLA could contain very strong Management Rights language. Management can realize distinct efficiencies by controlling the level of staffing, the scheduling of staffing, and the selection and employment of a Foreman as Contractor's staff. For large projects or complex projects with high labor loadings, savings of two percent of the labor costs from these clearly established management rights are typically realized. For smaller projects or less complex projects with moderate schedules and less intense labor loadings, these advantages are reduced to 0.5 percent.

Further adjustments are made to small projects when considering the effect of jurisdictional restrictions. In an open shop environment, workers would be allowed to perform the work of more than one trade over the work day. While prevailing wage requirements would dictate that they must be compensated for the work of each trade in accordance with the applicable schedule in effect for

that trade, they would still be allowed to perform the differing tasks. Union agreements and, by their nature, PLAs would restrict the work of the governing trade, thereby prohibiting crossover to take place. The crossover of individual workers from one trade activity to another in a single days work is more frequent on smaller, less intense projects. This practice also occurs more frequently in the general building construction trades than in other crafts.

A strong management rights clause would provide additional value given the schedule coupled with the need to coordinate the efforts of multiple labor crafts in a very efficient manner. We anticipate a 0.50 percent cost advantage for enhanced management rights language offered by the use of PLA. Savings are projected to be \$97,000.

#### 5.2.9 Shift Work

A PLA could reduce any applicable shift premiums to a standardized 5% premium for second and third shifts with no reduction in the hours worked (i.e. 8 hours of work for 8 hours of pay) when premiums are required by applicable CBAs. It is anticipated that limited work would be conducted on a second shift (approximately 20% of the total hours). Of these applicable hours, we project that approximately 30% will be worked on a second shift. The estimated savings by the implementation of a second shift premium reduction on this basis is approximately \$19,700.

#### **5.2.10 Off-Site Fabrication**

A PLA could limit off-site work subject to prevailing wage and union agreements to that work defined by Section 222 thus allowing for some work to be performed offsite and not subject to prevailing wage rate requirements. This PLA study assumed that this offsite work would be applicable to 5% of the total craft hours for the Carpenters and Sheet Metal workers, and 2% of the total craft hours for the Electrical Workers, Iron Workers and Plumbers & Steamfitters. The offsite work performed by these crafts is estimated to reduce cost by 20%. The estimated savings by allowing offsite fabrication is projected to be \$11,900.

#### **5.2.11 Workers Compensation ADR**

A PLA could allow for the use of a Worker's Compensation Alternative Dispute Resolution ("ADR") process. Savings could be realized by providing for such a process. The ADR process could, therefore, be available to contractors conducting work under collective bargaining agreements inclusive of PLAs.

Implementation of a project specific ADR program is not practical given the time frame required to develop a program and gain approval through the State Worker's Compensation system. Savings are not therefore projected in this report. However, should individual craft labor unions put programs in place, any PLA should allow for their use as such terms and conditions could result in a potential for reduced cost to the project.

#### **5.2.12 Contract Duration/Expiration Date**

A PLA could prohibit strikes and lock-outs or other job actions for the duration of the agreement. This would avoid the potential for work stoppages resulting from wage and benefit negotiation at the end of each craft's local area agreement, thus ensuring uninterrupted project completion. While there is value implied by the security this term would provide no explicit calculation is made for this report.

### 5.3 Other Economic Savings Attributable to a PLA

Additional savings not directly related to labor are projected for the project based upon negotiated contract provisions. These other economic savings are discussed in detail below.

#### 5.3.1 Wicks Law

Section 222 of the NYS Labor Law allows the Airport Authority to avoid the Wicks Law if a Project Labor Agreement is implemented. The Wicks Law requires that public works projects of a certain nature use multiple prime contractors, in a designated fashion, rather than allowing a single contractor on construction projects. Wicks Law would be applicable to Phases 6 through 10 (construction cost estimated to be approximately \$20,212,995). Various studies have reported added cost to construction from Wicks Law compliance ranging between 10% and 30% of the total construction costs. See, for example, the reports prepared by the New York State Division of Budget (May 1987) and New York State School Boards Association (March 1991) indicating that elimination of the requirements for applicable components of the project to comply with Wicks Law would reduce construction costs by 24 to 30 percent and 20 to 30 percent respectively (a range of from \$4.1 Million to more than \$6.1 Million for this project). Governor Pataki reported that the Wicks Law adds 10 percent to construction cost in New York State. Justification included in the legislation authorizing exemption from Wicks Law cites 10 to 30 percent cost reduction. Assuming Wicks Law exemption would only be applicable to Phases 6 through 10, and using a modest ten percent reduction in cost, the savings to the Project would represent \$2,021,299. Because a PLA is the only way to avoid Wicks Law application under Section 222, the savings from that avoidance should be considered itself related to the PLA.

### **5.4 Summary**

We estimate that using a PLA could result in an estimated savings of: (1) \$263,300 in direct labor costs or approximately 3.1 percent of the projected total cost of labor for the project (estimated at about \$8,481,891), and (2) \$2,020.000 from Wicks Law avoidance. Total savings could exceed \$2,280,000 Million for a total project cost of \$43.6 million, which is approximately a 5.2% savings.

# Section 6 Additional Considerations

Use of a PLA can offer additional non-economic benefits. These are difficult to precisely quantify in monetary terms at this time, but could nonetheless be significant factors in the overall success of the Project.

### 6.1 Labor Stability

The Airport Authority anticipates that Project construction will occur over 14 months and will use multiple construction contracts to complete the work. During or just prior to the life of the Project, the renewal of five (5) of the fourteen (14) local labor contracts will occur. Should there be any significant disruption during contract renewal negotiations, the Project could be significantly disrupted and the objective of completing all projects on time would be jeopardized. While a cost for disruption may not be precisely quantified, the impact is clear. For projects with multiple crafts (e.g., general and electrical) work, disruptions can result in claims of delay by individual sub-contractors working on the site who are dependent upon the performance of other sub-contractors subject to the action. Further, project administrative costs, such as additional costs for architectural/engineering oversight and interim project financing would be incurred. At a minimum, an estimated \$18,000 to \$25,000/month in project administration and engineering oversight costs would be expected. Further, indirect costs related to lost revenue or added traveler expense resulting from detours off of the main line.

### 6.2 The "Tag Along Provision"

Key provisions of any Project Labor Agreement include the "Union Recognition and Employment" provisions, specifically the Union Referral requirement. Commonly referred to as the "Tag Along" requirement, this provision governs the process of bringing craft workers to the Project. All craft workers are required to pass through the job referral systems and hiring halls established by the unions. The "Tag Along" provision specifically allows a contractor who is not a signatory to a collective bargaining agreement to bring his own core employees to the Project. The number of core employees brought to the job is limited by the agreement on the basis of a percentage of the workforce on the Project, thus typically increasing the number of workers delivered to the project by the signatory unions. Historically regional PLAs have established a "Tag Along" requirement of 25 percent with special considerations sometimes provided for Disadvantaged, Minority and Women Businesses Enterprises (D/M/WBEs) working under an approved D/M/WBE plan. These special considerations offer significant opportunity for these minority and women's business by allowing a greater percentage of their own staff to participate. The "Tag Along" requirements are often the subject of much debate when considering the application of a PLA. The increased number of workers delivered to the project by union hiring halls in exchange for the concessions and resultant economic savings to the project as described in Section 5 is, however, the core element of every negotiation.

# 6.3 Workforce Enhancement, Recruiting & Training Programs, and D/M/WBE Programs

This project has not set specific objectives focused on workforce diversity in the form of numerical goals

nor has the project established extraordinary recruitment and training objectives. Enhanced language regarding workforce diversity, often incorporated into PLAs, would not, therefore, offer significant benefit to this project. Enhanced language regarding recruitment and training, also often incorporated into PLAs would also not offer significant benefit to the project except for providing access to qualified apprentices to those contractors, primarily M/WBE subcontractors and small businesses of any type who would otherwise not have access. Impacts of apprentice availability were discussed further in the cost savings section of this report.

Disadvantaged/Minority/Women Business Enterprise participation in the project is an important objective. Participation goals have not been established and may vary from construction contract to construction contract based upon the source of financing. The rate of union affiliation in the D/M/WBE contracting community in the Central New York Region, while significant, is substantially lower than that of the overall contracting community and not uniformly found in all crafts or trades. We would therefore anticipate the need for a significant level of participation in the project by non-union D/M/WBE subcontractors if goals are to be achieved. A PLA for the Project must effectively accommodate the unique challenges and needs faced by the D/M/WBE contracting community. Careful attention will need to be paid to addressing these needs in any negotiation for a PLA for this project.

# Section 7 Conclusions

Based upon the size and scope of the Project, the proposed schedule and the anticipated mix of craft labor, we conclude that using a PLA would provide the Syracuse Regional Airport Authority with measurable economic benefit and would address the Airport Authority's interest in obtaining the best work at the lowest price. We estimate that using a PLA could result in savings of \$286,900 or approximately 3.1 percent of the projected cost of labor for the Project (estimated at \$9,320,736). In addition there are estimated savings of \$2,400,000 from Wicks Law avoidance. Total direct labor cost savings and other savings attributable to use of the proposed PLA could exceed \$2,686,900. We estimate that using a PLA could result in an estimated total savings could exceed \$2,690,000 Million for a total project cost of \$47.2 Million, which is approximately a 5.7% savings.

Non-quantifiable benefits could also be available through the use of a PLA and include:

- 1) avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes and promoting labor harmony and peace for the duration of the Project;
- 2) standardizing the terms and conditions governing the employment of labor on the Project;
- 3) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;
- 4) ensuring a reliable source of skilled and experienced labor; and
- 5) avoiding favoritism, fraud and/or corruption by ensuring availability of the benefits of the PLA to all successful bidders regardless of union/non-union status or the status of their employees.

In summary, Seeler Engineering, P.C. recommends that the Syracuse Regional Airport Authority proceed with the negotiation of a PLA for use on the Syracuse International Airport Terminal Improvement Project to confirm the projected benefits presented herein. The use of a PLA would promote a number of the Airport Authority's stated objectives, including the prudent use of public funds and avoiding favoritism, fraud and/or corruption.

# Tables

Name	Local No.
Boilermakers	5
Bricklayers (Bldg)	2
Bricklayers (H&H)	2
Carpenters (Bldg)	277
Carpenters (H&H)	277
Electrical Workers	43
Electrical - Street Lights	1249
Elevator Workers	62
Glazers	660
Heat & Frost Insulators	30
Iron Workers	60
Laborers (Bldg)	633
Laborers (H&H)	633
Millwrights	1163
Operating Eng. (Building)	158
Operating Eng. (H&H)	158
Operating Eng. (Tech)	158
Painters	4
Plumbers/Steamfitters	267
Roofers	195
Sheet Metal Workers	58
Sprinkler Fitters	669
Teamsters (Bldg)	317
Teamsters (H&H)	317

Craft	Estimated Total Hours Per Craft
Boilermakers	0
Bricklayers (Bldg.)	31,518
Bricklayers (H&H)	0
Carpenters (Bldg)	25,141
Carpenters (H&H)	0
Electrical Workers	13,924
Electrical - Street	0
Elevator Workers	7,490
Glaziers	16,119
Heat & Frost Insulators	8,676
Iron Workers	12,050
Laborers (Bldg)	13,253
Laborers (H&H)	0
Millwrights	0
Operating Eng. (Bldg.)	4,403
Operating Eng. (H&H)	0
Operating Eng. (Tech)	1,212
Painters	550
Plumbers/Steamfitters	7,843
Roofers	15,095
Sheet Metal Workers	10,254
Sprinkler Fitters	0
Teamsters (Bldg)	0
Teamsters (H&H)	0
Total	167,528

AGREEMENT PROVISIONS	Bricklayers - Bldg	Carpenters - Bldg	Electrical Workers	Elevator Workers	Glaziers	Heat & Frost Insulators	Iron Workers
Local Number	2	277	43	62	660	30	60
Contract Expiration	5/31/2021	5/31/2021	5/31/2018	7/8/2017	4/30/2018	4/30/2020	4/30/2018
Contract Duration	6 Years	5 Years	3 Years	5 Years	4 Years	5 Years	5 Years
Regular Work Week	40 Hrs Mo - Fri	40 Hrs Mo - Fri	40 Hrs Mo - Fri	40 Hrs Mo - Fri	40 Hrs Mo - Fri	40 Hrs Mo - Fri	40 Hrs Mo - Fri
Regular Work Day	8 Hrs/Day + 0.5 Hr Lunch	8 Hrs/Day + 0.5 Hr Lunch	8 Hrs/Day + 0.5 Hr Lunch	8 Hrs/Day + 0.5 Hr Lunch	8 Hrs/Day + 0.5 Hr Lunch	8 Hrs/Day + 0.5 Hr Lunch	8 Hrs/Day + 0.5 Hr Lunch
Start Time	6:00 AM - 8:00 AM	6:00 - 9:00 AM	6:00 AM earliest	6:00 AM earliest	6:00 AM - 9:00 AM	7:00 AM (Set by employer)	6:00 AM Earliest
4-10 Hour Days	Acceptable, as permitted by law	Acceptable to the extent permitted by law	Acceptable with 24 hours notice to the Union	Acceptable upon written notification to the Local Business Representative	Acceptable to the extent permitted by law	Acceptable	
Overtime	1.5X Outside Regular Work Day/Saturdays 2X Sundays/Holidays	1.5X Outside Regular Work Week/Saturdays 2X Sundays/Holidays	1.5X Outside Regular Work Week/Saturdays 2X Sundays/Holidays	1.5X Outside Regular Work Week/Saturdays 2X Sundays/Holidays	1.5X Outside Regular Work Week/Saturdays 2X Sundays/Holidays	1.5X Outside Regular Work Week/Saturdays 2X Sundays/Holidays	1.5X After 8/Outside Work Week/Saturdays 2X Sundays/Holidays
Report-in Pay (Hrs)	2	2	2	2	2		2
Report-in Pay Description	If employees report for work and through no fault of their own are not put to work, weather permitting	If no work is provided, unless due to inclement weather, utility failure, strike, riot or civil disturbance	If employee reports to the job and are not put to work due to conditions beyond the control of the employee	If no work is provided, unless beyond control of the company	If no work is provided, unless out of the control of the employer	Any employee who reports for work and is unable to work becaue of weather or other unforseen conditions is entitled to \$50.00 travel expenses	IF employee reports to work and through no fault of his own is unable to start work because of inclement weather or any other unforseen condition @ \$25/hr
Shift Work	1st Shift: 8 hrs/8 hrs pay 2nd Shift: 7.5 hrs/8 hrs pay 3rd Shift: 7 hrs/8 hrs pay	1st Shift: 8 hrs/8 hrs pay 2nd Shift: 7.5 hrs/8 hrs pay 3rd Shift: 7 hrs/8 hrs pay	1st Shift: 8 hrs/8 hrs pay 2nd Shift: 8 hrs/8 hrs pay + 15% 3rd Shift: 8 hrs/8 hrs pay + 25%	1st Shift: 8 hrs/8 hrs pay 2nd Shift: 7.5 hrs/8 hrs pay + 10% 3rd Shift: 7 hrs/8 hrs pay + 15%	Not Addressed (See Other Section)	1st Shift: \$30.15 2nd Shift: \$34.67 3rd Shift: \$37.69	1st Shift: 8 hrs/8 hrs pay 2nd Shift: 8 hrs/8 hrs pay + 10% 3rd Shift: 8 hrs/8 hrs pay + 15%
Holiday Pay	No	No	No	Yes, must be on company payroll within the last week	Yes (Industrial work only)	No	No
Observed Holidays	New Years Day Decoration Day Independence Day Labor Day Thanksgiving Day Christmas Day	Memorial Day 4th of July Labor Day Thanksgiving Christmas New Year's Day	New Years Day Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Day	New Years Day Memorial Day Independence Day Labor Day Thanksgiving Day Christmus Day	New Years Day Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Day	New Years Day Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Day	New Year's Day Christmas Day Memorial Day Fourth of July Thanksgiving Day Labor Day
Journeymen (Ratio)	5	3	3	1	3	3	4
Apprentice (Ratio)	1	1	2	1	1	1	1
Ratio Job Specific (Y/N)	No	No	No	No	No	No	No
Travel/Parking Reimbursement Description	Not Addressed	Not Addressed	If traveling from job to job, milage paid at IRS rate	Travel time and expenses shall be paid in accordance with the Local Expense Agreement	Milage paid from edge of free zone to job site. Parking fees reimbursed by the employer, not to exceed \$9.00	Tavel expenses based on distance from Clinton Square, Syracuse, NY	Not Addressed
Milage Reimbursement Rate	s -	S -	\$ 0.54	s -	\$ 0.40	\$ -	\$ -
Parking Reimbursement Rate	5 -	\$ -	\$ -	s -	\$ 9.00	\$ -	5 -
Industry Fund Contributions	5 -	\$ -	\$ -	5 -		\$ 0.02	\$ -
Other	NA	NA	NA	NA	Shift differential on Building Trade projects of \$2.00 for prior to 6:00 AM or after 12:00 noon	NA	NA

AGREEMENT PROVISIONS	Laborers - Bldg	Operating Engineers - Bldg	Operating Engineers - Tech	Painters	Plumbers & Steamfitters	Roofers	Sheet Metal Workers
Local Number	633	158	158	4	267	195	58
Contract Expiration	5/31/2018	2/28/2019	3/31/2021	4/30/2017	4/30/2019	5/31/2019	4/30/2021
Contract Duration	4 Years	4 Years	5 Years	5 Years	4 Years	5 Years	5 Years
Regular Work Week	40 Hrs Mo - Fri	40 Hrs Mo - Fri	40 Hrs Mo - Fri	40 Hrs Mo - Fri	40 Hrs Mo - Fri	40 Hrs Mo - Fri	40 Hrs Mo - Fri
Regular Work Day	8 Hrs/Day + 0.5 Hr Lunch	8 Hrs/Day + 0.5 Hr Lunch	8 Hrs/Day + 0.5 Hr Lunch	8 Hrs/Day + 0.5 Hr Lunch	8 Hrs/Day + 0.5 Hr Lunch	8 Hrs/Day + 0.5 Hr Lunch	8 Hrs/Day + 0.5 Hr Lunch
Start Time	7:00 AM - 9:00 AM	6:00 AM to 8:00 AM	Flexible, Set by Contractor	8:00 AM	7:00 AM - 8:00 AM	6:00 AM - 8:00 AM	8:00 AM
4-10 Hour Days	Acceptable as permitted by law	Acceptable	Acceptable unless prohibited by law	Acceptable as permitted by law	Not Addressed	Not Addressed	Acceptable if mutually agreed
Overtime	1.5X Outside Regular Work Week/Saturdays 2X Sundays/Holidays	1.5X Outside Regular Work Week/Saturdays 2X Sundays/Holidays	1.5X Outside Regular Work Week/Saturdays 2X Sundays/Holidays	1.5X Outside Regular Work Week/Saturdays 2X Sundays/Holidays	1.5X Outside Regular Work Week/Saturdays 2X Sundays/Holidays	1.5X Outside Regular Work Week/Saturdays 2X Sundays/Holidays	1.5X Outside Regular Work Week/Saturdays 2X Sundays/Holidays
Report-in Pay (Hrs)	2	2	2	2	2	2	2
Report-in Pay Description	If employee reports for work and no work is provided unless due to inclement weather, utility failure, strike, riot, civil disturbance, or demonstration	If employee reports for work and no work is provided	If employee reports for work and no work is provided	If employee reports for work and no work is provided	If employee reports for work and no work is provided	If employee reports for work and no work is provided, unless due to weather conditions	If employee reports for work and no work is provided, unless out of the control of the employer
Shift Work	1st Shift: 8 hrs/8 hrs pay 2nd Shift: 7.5 hrs/8 hrs pay 3rd Shift: 7.5 hrs/8 hrs pay	1st Shift: 8 hrs/8 hrs pay 2nd Shift: 7.5 hrs/8 hrs pay 3rd Shift: 7 hrs/8 hrs pay	1st Shift: 8 hrs/8 hrs pay 2nd Shift: 7.5 hrs/8 hrs pay 3rd Shift: 7 hrs/8 hrs pay	\$2.00 Premium for all shifts before 6:00 AM or after 12:00 PM	1st Shift: 8 hrs/8 hrs pay 2nd Shift: 7.5 hrs/8 hrs pay + 15% 3rd Shift: 7 hrs/8 hrs pay +20%	Shift differential of \$3.75 for all shifts before 5:30 AM or after 5:30 PM	1st Shift: 8 hrs/8 hrs pay 2nd Shift: 8 hrs/8 hrs pay + 15% 3rd Shift: 8 hrs/8 hrs pay +25%
Holiday Pay	No	Yes, must work 5 days before/1 after	Yes, must work day before/after	No	No	No	No
Observed Holidays	Memorial Day 4th of July Labor Day Thanksgiving Christmas New Year's Day	Memorial Day 4th of July Labor Day Thanksgiving Christmas New Year's Day	Memorial Day 4th of July Labor Day Thanksgiving Christmas New Year's Day	Memorial Day 4th of July Labor Day Thanksgiving Christmas New Year's Day	Memorial Day 4th of July Labor Day Thanksgiving Christmas New Year's Day	Memorial Day 4th of July Labor Day Thanksgiving Christmas New Year's Day	Memorial Day 4th of July Labor Day Thanksgiving Christmas New Year's Day
Journeymen (Ratio)	3	3	3	3	3	2	2
Apprentice (Ratio)	1	1	1	1	1	1	1
Ratio Job Specific (Y/N)	No	Yes	Yes	No	No	No	No
Travel/Parking Reimbursement Description	Not Addressed	Not Addressed	Not Addressed	Travel pay depending on Zone	Milage for personal vehicles paid at IRS rate if traveling between jobs during the workday	Milage paid outside the free zone	Milage paid outside the free zone
Milage Reimbursement Rate	5 -	s -	\$ -	s -	\$ 0.54	\$ 0.45	\$ 0.38
Parking Reimbursement Rate		\$ -	\$ -		s -	\$ -	
Industry Fund Contributions	\$ 0.17						
Other	NA	District 545	District 545	NA	NA	NA	NA

### Appendices

### Appendix A

# Appendix A Syracuse Regional Airport Authority Syracuse International Airport Terminal Improvement Project PLA Benefits Analysis Expiration Dates of Various Craft CBAs

ID	Task Name		Start	Duration	Finish		2018
1	Phase 3 - Terminal Building Ro	of Replacement	Tue 3/6/18	84 days?	Sat 6/30/18		Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov
2	Phase 4 - Terminal Building Fa	·	Mon 4/2/18	153 days?	Wed 10/31/18		
				•			
3	Phase 5 - Terminal Building Ca		Tue 5/1/18	132 days?	Wed 10/31/18		
4	Phase 6 - Installation of Photov		Mon 8/20/18	53 days?	Wed 10/31/18	3	
5	Phase 7 - Renovation of Termin	nal Building Grand Hall	Mon 3/5/18	173 days?	Wed 10/31/18	3	
6	Phase 8 - Upgrades to Airline T	Ficketing Counters	Mon 8/6/18	63 days?	Wed 10/31/18	3	
7	Phase 9 - Renovation of Termin	nal Building Main Lobby Restrooms	Mon 7/16/18	78 days?	Wed 10/31/18	3	
8	Phase 10 - Renovation of Ticket	eting and Baggage Hall Areas	Mon 6/11/18	103 days?	Wed 10/31/18	3	
9	Phase 11 - Terminal Entrance I	Roadway Improvements	Mon 6/11/18	103 days?	Wed 10/31/18	3	
10	Undefined Phase - Terminal Se	ecurity Upgrages	Mon 1/1/18	218 days?	Wed 10/31/18	3	
11							
12	Bricklayers (Building)		Mon 5/31/21	0 days	Mon 5/31/2	П	
13	Carpenters (Building)		Mon 5/31/21	0 days	Mon 5/31/2	1	
14	Electrical Workers		Thu 5/31/18	0 days	Thu 5/31/18	3	<b>◆</b> 5/31
15	Elevator Workers		Sat 7/8/17	0 days	Sat 7/8/17	7 /8	<b>Y</b>
16	Glaziers		Mon 4/30/18	0 days	Mon 4/30/18	3	<b>4/30</b>
17	Heat & Frost Insulators		Mon 4/30/18	0 days	Mon 4/30/18	3	<b>4/30</b>
18	Ironworkers		Mon 4/30/18	0 days	Mon 4/30/18	3	<b>4/30</b>
19	Laborers (Building)		Thu 5/31/18	0 days	Thu 5/31/18	3	<b>♦</b> 5/31
20	Operating Engineers (Building)		Thu 2/28/19	0 days	Thu 2/28/19	9	<b>Y</b>
21	Operating Engineers (Tech)		Wed 3/31/21	0 days	Wed 3/31/2	ī	
22	Painters		Sun 4/30/17	0 days	Sun 4/30/17	7	
23	Plumberfs & Steamfitters		Tue 4/30/19	0 days	Tue 4/30/19	9	
24	Roofers		Fri 5/31/19	0 days	Fri 5/31/19	9	
25	Sheet Metal Workers		Fri 4/30/21	0 days	Fri 4/30/2	1	
		Task	Milestone	•		External Tasks	
Termina	se International Airport al Improvement Project	Split	Summary			External Milestone	•
Date: F	ri 4/14/17	Progress	Project Summa	ary T	•	Deadline	Ţ
			Page	1			
L							

### Appendix B

Syracuse Regional Airport Terminal Improvement Project	Cor	Initial nstruction Cost	Percent Breakdown	Cor	Final struction Cost
Phase 3 - Terminal Building Roof Replacement	\$	34,037,777.78	27.12%	\$	10,519,574.87
Phase 4 - Terminal Building Façade Improvements (Included in Phase III)	\$	-	13.14%	\$	5,097,007.89
Phase 5 - Terminal Building Canopy (Included in Phase III)	\$	-	4.76%	\$	1,847,089.17
Phase 6 - Installation of Photovoltaic Panels (Included in Phase III)	\$	-	1.66%	\$	642,995.46
Phase 7 - Renovation of Terminal Building Grand Hall (Included in Phase III)	\$	-	39.54%	\$	15,338,012.18
Phase 8 - Upgrades to Airline Ticket Counters (Included in Phase III)	\$	-	1.53%	\$	593,098.21
Phase 9 - Renovation of Terminal Building Main Lobby Restrooms	\$	1,611,111.11	4.15%	\$	1,611,111.11
Phase 10 - Renovation of Ticketing and Baggage Hall Areas	\$	2,027,777.78	5.23%	\$	2,027,777.78
Phase 11 - Terminal Entrance Roadway Improvements	\$	1,000,000.00	2.58%	\$	1,000,000.00
Undefined Phase - Terminal Security Upgrades (Hardware & Software)	\$	111,111.11	0.29%	\$	111,111.11
Total	\$	38,787,777.78	100.00%	\$	38,787,777.78
			Soft Cos	sts	
		Design, Co	nstruction Inspecti	on \$	4,800,100.00
			Direct Costs Tot	al \$	4,800,100.00
			2017 Project Tot	al \$	43,587,877.78

### Appendix C

Item #	Cost Savings	Total Savings
1	Flexible Shift Start Times	\$ 11,300
2	Productivity Gain 10 Hour Days	\$ 9,900
3	Industry Funds	\$ 2,600
4	Apprentice Ratios	\$ 17,600
5	Non Union Apprentices	\$ 78,200
6	Guaranteed Pay	\$ 6,700
7	No Holiday Pay	\$ 8,400
8	Management Rights	\$ 97,000
9	Shift Work	\$ 19,700
10	Offsite Fabrication	\$ 11,900
	Total Savings	\$ 263,300
	<b>Total Construction Cost</b>	\$ 43,587,878
	<b>Total Labor Cost</b>	\$ 8,481,891
	Total Savings Percentage	3.1%

Productivity gain of 1 hour per person per crew per week for coordination of trades for three (3) months per year for two (2) years (2017 through 2018) for the following crafts. Twelve (6) applicable months total. Assume applicable to the Summer months (June, July, and August). Assume all work performed by Electrical Workers, Plumbers & Steamfitter, Sheet Metal Workers, and Sprinkler Fitters related and subject to savings from flexible start times. Assume all other crafts not subject to savings from flexible start times.

Weeks Per Month	4
Hours Per Week Saved	1

Phase	3	4	5	6	7	8	9	10	11	Undefined
<b>Applicable Months</b>	1	3	3	1	3	1	2	3	3	0

#### **Savings Per Craft Per Phase**

Craft	neyman Rate \$/hr incl. Benefits)	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Phase 9	Phase 10	Phase 11	Undefined Phase	Total Cost
Bricklayers - Building	\$ 51.68	0	0	0	0	0	0	0	0	0	0	\$ -
Carpenters - Building	\$ 45.03	0	0	0	0	0	0	0	0	0	0	\$ -
Electrical Workers	\$ 59.52	238	1,429	714	952	3,571	714	476	1,429	0	0	\$ 9,523.60
Elevator Workers	\$ 75.68	0	0	0	0	0	0	0	0	0	0	\$ -
Glaziers	\$ 42.19	0	0	0	0	0	0	0	0	0	0	\$ -
Heat & Frost Insulators	\$ 51.88	0	0	0	0	0	0	0	0	0	0	\$ -
Iron Workers	\$ 53.15	0	0	0	0	0	0	0	0	0	0	\$ -
Laborers - Building	\$ 41.97	0	0	0	0	0	0	0	0	0	0	\$ -
Operating Engineers - Building	\$ 59.09	0	0	0	0	0	0	0	0	0	0	\$ -
Operating Engineers - Tech	\$ 62.24	0	0	0	0	0	0	0	0	0	0	\$ -
Painters	\$ 43.44	0	0	0	0	0	0	0	0	0	0	\$ -
Plumbers & Steamfitters	\$ 57.63	231	692	0	0	3,458	0	922	692	0	0	\$ 5,993.52
Roofers	\$ 46.28	0	0	0	0	0	0	0	0	0	0	\$ -
Sheet Metal Workers	\$ 47.63	191	572	572	191	2,858	191	762	1,143	572	0	\$ 7,049.24
Total		659	2,692	1,286	1,143	9,887	905	2,160	3,263	572	0	\$ 22,566.36

Percent Union

50%

Total Savings Through Introduction of Flexible Start Times \$ 11,283.18

Increased productivity resulting from 1 less set up/clean up cycle per week per employee. Savings available regardless of union/non-union affiliation. Assume only applicable to 1st shift hours. Assume all crafts are applicable to productivity gains as a result of implementing a 4-10 hour work schedule. Assume applicable only to hours related to Phase 11 - Terminal Entrance Roadway Improvements

Weeks Per Month	4
Hours Per Week Saved	1

Phase	3	4	5	6	7	8	9	10	11	Undefined
<b>Applicable Months</b>	0	0	0	0	0	0	0	0	5	0

#### **Savings Per Craft Per Phase**

Conft	Journey	man Rate \$/hr	Pł	nase	Pl	hase	P	hase	F	hase	P	hase		Pha	ase	Ρ	hase	F	hase		Phase	•	Undefi	ned	Total
Craft	(incl	. Benefits)		3		4		5		6		7		8	3		9		10		11		Phas	e	Cost
Bricklayers - Building	\$	51.68	\$	-	\$	-	\$	-	\$	-	\$	-	-	\$	-	\$	-	\$	-	\$	1,03	34	\$	- \$	1,033.60
Carpenters - Building	\$	45.03	\$	-	\$	-	\$	-	\$	-	\$	-	- Ş	\$	-	\$	-	\$	-	Ç	6	-	\$	- \$	-
Electrical Workers	\$	59.52	\$	-	\$	-	\$	-	\$	-	\$	-	. (	\$	-	\$	-	\$	-	Ş	5	-	\$	- \$	-
Elevator Workers	\$	75.68	\$	-	\$	-	\$	-	\$	-	\$	-	- 5	\$	-	\$	-	\$	-	ç	;	-	\$	- \$	-
Glaziers	\$	42.19	\$	-	\$	-	\$	-	\$	-	\$	-	. ;	\$	-	\$	-	\$	-	Ç	5	-	\$	- \$	-
Heat & Frost Insulators	\$	51.88	\$	-	\$	-	\$	-	\$	-	\$	-	- 5	\$	-	\$	-	\$	-	ç	;	-	\$	- \$	-
Iron Workers	\$	53.15	\$	-	\$	-	\$	-	\$	-	\$	-	- 5	\$	-	\$	-	\$	-	ç	2,12	26	\$	- \$	2,126.00
Laborers - Building	\$	41.97	\$	-	\$	-	\$	-	\$	-	\$	-	- 5	\$	-	\$	-	\$	-	¢	3,35	58	\$	- \$	3,357.60
Operating Engineers - Building	\$	59.09	\$	-	\$	-	\$	-	\$	-	\$	-	. ;	\$	-	\$	-	\$	-	Ş	1,18	32	\$	- \$	1,181.80
Operating Engineers - Tech	\$	62.24	\$	-	\$	-	\$	-	\$	-	\$	-	- 5	\$	-	\$	-	\$	-	ç	1,24	15	\$	- \$	1,244.80
Painters	\$	43.44	\$	-	\$	-	\$	-	\$	-	\$	-	- 5	\$	-	\$	-	\$	-	ç	<b>;</b>	-	\$	- \$	-
Plumbers & Steamfitters	\$	57.63	\$	-	\$	-	\$	-	\$	-	\$	-	- 5	\$	-	\$	-	\$	-	ç	5	-	\$	- \$	-
Roofers	\$	46.28	\$	-	\$	-	\$	-	\$	-	\$	-	. ;	\$	-	\$	-	\$	-	Ç	5	-	\$	- \$	-
Sheet Metal Workers	\$	47.63	\$	-	\$	-	\$	-	\$	-	\$	-	. (	\$	-	\$	-	\$	-	ç	9!	53	\$	- \$	952.60
Total			\$	-	\$	-	\$	-	\$	-	\$		. \$	\$	-	\$	-	\$	-	\$	9,89	96	\$	- \$	9,896.40

Contractor/Sub-Contractor Participation

Total Savings Through Productivity Gain \$ 9,896.40

100%

#### Industry Fund - Eliminate Contri

Maximum Fund Contribution = \$
Minimum Fund Contribution = \$
Maximum savings = \$000
Union Affiliation
Total Savings = \$000

Round to: \$000

#### INDUSTRY FUND CONTRIBUTION BY INDIVIDUAL BRIDGE PROJECT

Craft	nase III Cost	nase IV Cost	hase V Cost	nase VI Cost	P	hase VII Cost	ase VIII Cost	P	hase IX Cost	ı	Phase X Cost	ı	Phase XI Cost		Undefined Cost		Industry Fund Contribution per Hour	Total Estimated Cost
Bricklayers - Building	\$ -	\$ -	\$ -	\$ -	\$	-	\$ -	\$	-	\$	-	\$			\$ -		\$ -	\$ -
Carpenters - Building	\$ -	\$ -	\$ -	\$ -	\$	-	\$ -	\$	-	\$	-	\$			\$ -		\$ -	\$ -
Electrical Workers	\$ -	\$ -	\$ -	\$ -	\$	-	\$ -	\$	-	\$	-	\$			\$ -		\$ -	\$ -
Elevator Workers	\$ -	\$ -	\$ -	\$ -	\$	-	\$ -	\$	-	\$	-	\$			\$ -		\$ -	\$ -
Glaziers	\$ -	\$ -	\$ -	\$ -	\$	-	\$ -	\$	-	\$	-	\$			\$ -		\$ -	\$ -
Heat & Frost Insulators	\$ 73	\$ 0	\$ 11	\$ -	\$	79	\$ -	\$	3	\$	6	\$			\$ -		\$ 0.02	\$ 174
Iron Workers	\$ -	\$ -	\$ -	\$ -	\$	-	\$ -	\$	-	\$	-	\$			\$ -		\$ -	\$ -
Laborers - Building	\$ 1,338	\$ 158	\$ 181	\$ 18	\$	90	\$ 7	\$	2	\$	3	Ç	456	;	\$ -		\$ 0.17	\$ 2,254
Operating Engineers - Building	\$ -	\$ -	\$ -	\$ -	\$	-	\$ -	\$	-	\$	-	\$			\$ -		\$ -	\$ -
Operating Engineers - Tech	\$ -	\$ -	\$ -	\$ -	\$	-	\$ -	\$	-	\$	-	\$			\$ -		\$ -	\$ -
Painters	\$ -	\$ 3	\$ -	\$ -	\$	21	\$ -	\$	3	\$	-	\$			\$ -		\$ 0.05	\$ 28
Plumbers & Steamfitters	\$ 19	\$ 32	\$ -	\$ -	\$	256	\$ -	\$	53	\$	32	\$			\$ -		\$ 0.05	\$ 392
Roofers	\$ 656	\$ 3	\$ 77	\$ 6	\$	13	\$ -	\$	-	\$	-	\$			\$ -		\$ 0.05	\$ 755
Sheet Metal Workers	\$ 96	\$ 163	\$ 25	\$ 4	\$	938	\$ 19	\$	137	\$	125	\$	32		\$ -		\$ 0.15	\$ 1,539
Total	\$ 2,181	\$ 359	\$ 295	\$ 28	\$	1,397	\$ 26	\$	198	\$	167	Ş	489	)	\$ -			\$ 5,141
																	<b>Union Affiliation</b>	50%
										То	tal Savir	gs T	Through	the	Eliminatio	on	of Industry Funds	\$ 2,570

#### LABOR COST USING APPRENTICE RATIOS PER AGREEMENTS

Total	neyman e \$/hr	•	prentice ate \$/hr	J	Α	Average ate \$/hr	Total Craft Union Hours	Labor \$ per Craft
Bricklayers - Building	\$ 51.68	\$	42.01	5	1	\$ 50.07	15,759	\$ 789,029
Carpenters - Building	\$ 45.03	\$	32.54	3	1	\$ 41.91	12,571	\$ 526,811
Electrical Workers	\$ 59.52	\$	48.48	3	2	\$ 55.10	6,962	\$ 383,633
Elevator Workers	\$ 75.68	\$	62.54	1	1	\$ 69.11	3,745	\$ 258,804
Glaziers	\$ 42.19	\$	26.11	3	1	\$ 38.17	8,060	\$ 307,621
Heat & Frost Insulators	\$ 51.88	\$	42.54	3	1	\$ 49.54	4,338	\$ 214,921
Iron Workers	\$ 53.15	\$	36.79	4	1	\$ 49.88	6,025	\$ 300,515
Laborers - Building	\$ 41.97	\$	34.89	3	1	\$ 40.20	6,627	\$ 266,385
Operating Engineers - Building	\$ 59.09	\$	50.42	3	1	\$ 56.92	2,202	\$ 125,315
Operating Engineers - Tech	\$ 62.24	\$	36.44	3	1	\$ 55.79	606	\$ 33,809
Painters	\$ 43.44	\$	22.63	3	1	\$ 38.24	275	\$ 10,515
Plumbers & Steamfitters	\$ 57.63	\$	45.55	3	1	\$ 54.61	3,922	\$ 214,150
Roofers	\$ 46.28	\$	38.72	2	1	\$ 43.76	7,548	\$ 330,285
Sheet Metal Workers	\$ 47.63	\$	42.31	2	1	\$ 45.86	5,127	\$ 235,107
Total							83,764	\$ 3,996,900

#### LABOR COST USING APPRENTICE RATIOS OF 3:1 OR BETTER

Total	neyman te \$/hr	-	prentice ate \$/hr	J	Α	Average Rate \$/hr	Total Craft Union Hours	Labor \$ per Craft
Bricklayers - Building	\$ 51.68	\$	42.01	3	1	\$ 49.26	15,759	\$ 776,332
Carpenters - Building	\$ 45.03	\$	32.54	3	1	\$ 41.91	12,571	\$ 526,811
Electrical Workers	\$ 59.52	\$	48.48	3	2	\$ 55.10	6,962	\$ 383,633
Elevator Workers	\$ 75.68	\$	62.54	1	1	\$ 69.11	3,745	\$ 258,804
Glaziers	\$ 42.19	\$	26.11	3	1	\$ 38.17	8,060	\$ 307,621
Heat & Frost Insulators	\$ 51.88	\$	42.54	3	1	\$ 49.54	4,338	\$ 214,921
Iron Workers	\$ 53.15	\$	36.79	3	1	\$ 49.06	6,025	\$ 295,587
Laborers - Building	\$ 41.97	\$	34.89	3	1	\$ 40.20	6,627	\$ 266,385
Operating Engineers - Building	\$ 59.09	\$	50.42	3	1	\$ 56.92	2,202	\$ 125,315
Operating Engineers - Tech	\$ 62.24	\$	36.44	3	1	\$ 55.79	606	\$ 33,809
Painters	\$ 43.44	\$	22.63	3	1	\$ 38.24	275	\$ 10,515
Plumbers & Steamfitters	\$ 57.63	\$	45.55	3	1	\$ 54.61	3,922	\$ 214,150
Roofers	\$ 46.28	\$	38.72	2	1	\$ 43.76	7,548	\$ 330,285
Sheet Metal Workers	\$ 47.63	\$	42.31	2	1	\$ 45.86	5,127	\$ 235,107
Total							83,764	\$ 3,979,274

Total Savings Through the Implementation of Apprentice Ratios of 3:1 or Better \$ 17,626

#### NON UNION LABOR COST USING NO APPRENTICES

Total	neyman te \$/hr	•	prentice ate \$/hr	J	Α	Average ate \$/hr	Total Non- Union Hours	Labor \$ per Craft
Bricklayers - Building	\$ 51.68	\$	42.01	3	0	\$ 51.68	15,759	\$ 814,425
Carpenters - Building	\$ 45.03	\$	32.54	3	0	\$ 45.03	12,571	\$ 566,050
Electrical Workers	\$ 59.52	\$	48.48	3	0	\$ 59.52	6,962	\$ 414,396
Elevator Workers	\$ 75.68	\$	62.54	1	1	\$ 69.11	3,745	\$ 258,804
Glaziers	\$ 42.19	\$	26.11	3	0	\$ 42.19	8,060	\$ 340,030
Heat & Frost Insulators	\$ 51.88	\$	42.54	3	0	\$ 51.88	4,338	\$ 225,055
Iron Workers	\$ 53.15	\$	36.79	3	0	\$ 53.15	6,025	\$ 320,229
Laborers - Building	\$ 41.97	\$	34.89	3	0	\$ 41.97	6,627	\$ 278,114
Operating Engineers - Building	\$ 59.09	\$	50.42	3	0	\$ 59.09	2,202	\$ 130,087
Operating Engineers - Tech	\$ 62.24	\$	36.44	3	0	\$ 62.24	606	\$ 37,717
Painters	\$ 43.44	\$	22.63	3	0	\$ 43.44	275	\$ 11,946
Plumbers & Steamfitters	\$ 57.63	\$	45.55	3	0	\$ 57.63	3,922	\$ 225,996
Roofers	\$ 46.28	\$	38.72	3	0	\$ 46.28	7,548	\$ 349,298
Sheet Metal Workers	\$ 47.63	\$	42.31	3	0	\$ 47.63	5,127	\$ 244,199
Total							83,764	\$ 4,216,346

#### NON UNION LABOR COST USING APPRENTICE RATIOS OF 3:1 OF BETTER

Total	neyman e \$/hr		rentice e \$/hr	J	Α		Average ate \$/hr	Total Non- Union Hours	Labor \$ per Craft
Bricklayers - Building	\$ 51.68	\$	42.01	3	1	\$	49.26	15,759	\$ 776,332
Carpenters - Building	\$ 45.03	\$	32.54	3	1	\$	41.91	12,571	\$ 526,811
Electrical Workers	\$ 59.52	\$	48.48	3	2	\$	55.10	6,962	\$ 383,633
Elevator Workers	\$ 75.68	\$	62.54	1	1	\$	69.11	3,745	\$ 258,804
Glaziers	\$ 42.19	\$	26.11	3	1	\$	38.17	8,060	\$ 307,621
Heat & Frost Insulators	\$ 51.88	\$	42.54	3	1	\$	49.54	4,338	\$ 214,921
Iron Workers	\$ 53.15	\$	36.79	3	1	\$	49.06	6,025	\$ 295,587
Laborers - Building	\$ 41.97	\$	34.89	3	1	\$	40.20	6,627	\$ 266,385
Operating Engineers - Building	\$ 59.09	\$	50.42	3	1	\$	56.92	2,202	\$ 125,315
Operating Engineers - Tech	\$ 62.24	\$	36.44	3	1	\$	55.79	606	\$ 33,809
Painters	\$ 43.44	\$	22.63	3	1	\$	38.24	275	\$ 10,515
Plumbers & Steamfitters	\$ 57.63	\$	45.55	3	1	\$	54.61	3,922	\$ 214,150
Roofers	\$ 46.28	\$	38.72	2	1	\$	43.76	7,548	\$ 330,285
Sheet Metal Workers	\$ 47.63	\$	42.31	2	1	\$	45.86	5,127	\$ 235,107
Total								83,764	\$ 3,979,274
Assumptions:	Savings								\$ 237,072
For this Project crew sizes large enough to utilize apprentice ratios is estimated to be 33 percent					Util	izati	ion Based o	on Site Activity	33%
of the total labor hours.	Tota	ıl Saviı	ngs for N	on	Uni	on I	Labor Using	g Apprentices	\$ 78,233.91

\*Assume one (1) event per phases with total duration exceeding 3 months

<sup>\*(1) -</sup> Assumes Only 8 hrs of 24 hr guarantee unworked

<b>Revised Pay Hours</b>	1
· ·	

Phase	3	4	5	6	7	8	9	10	11	Undefined
# of Events	1	1	1	0	1	0	1	1	1	0

#### **Guaranteed Pay Savings Per Phase**

Craft	Rat	neyman te \$/hr Benefits)	Ra	irneyman ate \$/hr age Only)	Guaranteed Pay (Hrs)	ase 3 vings	ase 4 vings	ase 5 vings	ase 6 vings	hase 7 avings	hase 8 avings	hase 9 avings	ase 10 orkers	ise 11 vings	 fined ings	Total avings
Bricklayers - Building	\$	51.68	\$	32.23	2	\$ 71	\$ 71	\$ 71	\$ -	\$ 1,209	\$ -	\$ 356	\$ 569	\$ 71	\$ -	\$ 2,418
Carpenters - Building	\$	45.03	\$	27.32	2	\$ 376	\$ 314	\$ 63	\$ -	\$ 690	\$ -	\$ 188	\$ -	\$ -	\$ -	\$ 1,631
Electrical Workers	\$	59.52	\$	35.75	2	\$ 83	\$ 167	\$ 83	\$ -	\$ 416	\$ -	\$ 83	\$ 167	\$ -	\$ -	\$ 1,000
Elevator Workers	\$	75.68	\$	43.79	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Glaziers	\$	42.19	\$	24.25	2	\$ -	\$ 842	\$ -	\$ -	\$ 60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 902
Heat & Frost Insulators	\$	51.88	\$	31.15	0	\$ (187)	\$ (31)	\$ (31)	\$ -	\$ (125)	\$ -	\$ (31)	\$ (31)	\$ -	\$ -	\$ (436)
Iron Workers	\$	53.15	\$	29.00	2	\$ 850	\$ 77	\$ 232	\$ -	\$ 155	\$ -	\$ 77	\$ -	\$ 155	\$ -	\$ 1,546
Laborers - Building	\$	41.97	\$	23.60	2	\$ 784	\$ 60	\$ 121	\$ -	\$ 60	\$ -	\$ 60	\$ 60	\$ 241	\$ -	\$ 1,388
Operating Engineers - Building	\$	59.09	\$	35.32	2	\$ 331	\$ 83	\$ 83	\$ -	\$ 83	\$ -	\$ 83	\$ 83	\$ 83	\$ -	\$ 829
Operating Engineers - Tech	\$	62.24	\$	38.49	2	\$ 172	\$ 86	\$ 86	\$ -	\$ 86	\$ -	\$ -	\$ -	\$ 86	\$ -	\$ 516
Painters	\$	43.44	\$	23.00	2	\$ -	\$ 64	\$ -	\$ -	\$ 64	\$ -	\$ 64	\$ -	\$ -	\$ -	\$ 192
Plumbers & Steamfitters	\$	57.63	\$	34.01	2	\$ 81	\$ 81	\$ -	\$ -	\$ 406	\$ -	\$ 163	\$ 81	\$ -	\$ -	\$ 813
Roofers	\$	46.28	\$	26.23	2	\$ 1,393	\$ 66	\$ 133	\$ -	\$ 66	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,658
Sheet Metal Workers	\$	47.63	\$	27.46	2	\$ 68	\$ 68	\$ 68	\$ -	\$ 339	\$ -	\$ 136	\$ 136	\$ 68	\$ -	\$ 881
Total						\$ 4,024	\$ 1,948	\$ 908	\$ 	\$ 3,511	\$ -	\$ 1,178	\$ 1,065	\$ 704	\$ -	\$ 13,337

Union Affiliation 50%

Total Savings Through the Reduction of Guaranteed Pay \$ 6,669

<sup>\*</sup>Based on the number of workers on site per week

Based on number of workers onsite for each stage for the observed holiday Assume project site planned shutdown on Christmas/New Years week (no pay obligation)

Phase	3	4	5	6	7	8	9	10	11	Undefined
# of Holidays	1	3	3	1	3	1	2	2	2	0

#### **Total Holiday Pay Savings**

Craft	rneyman Rate 'Benefits)	Holiday Pay (Hrs)	hase 3 avings	nase 4 nvings	hase 5 avings	hase 6 avings	Phase 7 Savings		Phase 8		Phase Savin	-	se 10 rkers	ase 11 avings		lefined vings		Total aving
Bricklayers - Building	\$ 51.68	0	\$ -	\$ -	\$ -	\$ -	\$ 	-	\$	-	\$	-	\$ -	\$ -	\$	- \$	;	
Carpenters - Building	\$ 45.03	0	\$ -	\$ -	\$ -	\$ -	\$ 	- ;	\$	-	\$	-	\$ -	\$ -	\$	- \$	5	
Electrical Workers	\$ 59.52	0	\$ -	\$ -	\$ -	\$ -	\$ 	-	\$	-	\$	-	\$ -	\$ -	\$	- \$	5	ł
Elevator Workers	\$ 75.68	0	\$ -	\$ -	\$ -	\$ -	\$ 	- 5	\$	-	\$	-	\$ -	\$ -	\$	- \$	;	
Glaziers	\$ 42.19	0	\$ -	\$ -	\$ -	\$ -	\$ 	-	\$	-	\$	-	\$ -	\$ -	\$	- \$	;	
Heat & Frost Insulators	\$ 51.88	0	\$ -	\$ -	\$ -	\$ -	\$ -	- 9	\$	-	\$	-	\$ -	\$ -	\$	- \$	•	-
Iron Workers	\$ 53.15	0	\$ -	\$ -	\$ -	\$ -	\$ -	- 5	\$	-	\$	-	\$ -	\$ -	\$	- \$	•	-
Laborers - Building	\$ 41.97	0	\$ -	\$ -	\$ -	\$ -	\$ -	- :	\$	-	\$	-	\$ -	\$ -	\$	- \$	5	-
Operating Engineers - Building	\$ 59.09	8	\$ 1,891	\$ 1,418	\$ 1,418	\$ 473	\$ 1,418	3 \$	\$ 4	73	\$ !	945	\$ 945	\$ 945	\$	- \$	;	9,927
Operating Engineers - Tech	\$ 62.24	8	\$ 996	\$ 1,494	\$ 1,494	\$ 498	\$ 1,494	1 9	\$	-	\$	-	\$ -	\$ 996	\$	- \$	6	6,971
Painters	\$ 43.44	0	\$ -	\$ -	\$ -	\$ -	\$ -	- 5	\$	-	\$	-	\$ -	\$ -	\$	- \$	•	-
Plumbers & Steamfitters	\$ 57.63	0	\$ -	\$ -	\$ -	\$ -	\$ -	- :	\$	-	\$	-	\$ -	\$ -	\$	- \$	•	-
Roofers	\$ 46.28	0	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$	-	\$	-	\$ -	\$ -	\$	- \$	5	-
Sheet Metal Workers	\$ 47.63	0	\$ -	\$ -	\$ -	\$ -	\$ -	- (	\$	-	\$		\$ -	\$ -	\$	- \$	5	-
Total			\$ 2,887	\$ 2,912	\$ 2,912	\$ 971	\$ 2,912	2 9	\$ 4	73	\$ 9	945	\$ 945	\$ 1,941	\$	- \$	5	16,898
														P	ercer	t Union	5	50%

Total Savings Through Elimination of Holiday Pay \$ 8,449

2% for large, long duration, complex projects

1% for smaller, shorter duration, less complex projects

1/4 to 1/2% savings reduction resulting from jurisdictional restrictions on small projects, or on efficiencies already available through Design/Build contracts

Management Rights Percentage	Project	To	otal Project Cost	Percent Union		Savings
0.50%	Phase 3	\$	10,519,575	50%	\$	26,299
0.50%	Phase 4	\$	5,097,008	50%	\$	12,743
0.50%	Phase 5	\$	1,847,089	50%	\$	4,618
0.50%	Phase 6	\$	642,995	50%	\$	1,607
0.50%	Phase 7	\$	15,338,012	50%	\$	38,345
0.50%	Phase 8	\$	593,098	50%	\$	1,483
0.50%	Phase 9	\$	1,611,111	50%	\$	4,028
0.50%	Phase 10	\$	2,027,778	50%	\$	5,069
0.50%	Phase 11	\$	1,000,000	50%	\$	2,500
0.50%	<b>Undefined Phase</b>	\$	111,111	50%	\$	278
Total		\$	38,787,778		\$	96,969
	Tot	al Saving	s Through a Strong Mar	nagement Rights Claus	se \$	96,969

Assumptions:

\*Assume second shift work is applicable to 20% of the total craft hours

\*Assume 30% of applicable hours worked on second shift

Esti

Estimated Hours Applicable for Multiple Shifts: 20% Shift breakdown: 1st Shift 2nd Shift 70% 30%

3rd Shift Union Breakdown: Union 50%

Non-Union 50%

0%

#### Wage Rates by Craft

Craft	н	lourly Wage Rate (Union)	Hourly Wage Rate (Non-Union)	2nd	d Shift Wage Rate \$/hr (Union)	2nd	d Shift Wage Rate \$/hr (Union) 1.05 Premium	2nd	Shift Wage Rate \$/hr (Non-Union)
Bricklayers - Building	\$	32.23	\$ 32.23	\$	37.40	\$	33.84	\$	32.23
Carpenters - Building	\$	27.32	\$ 27.32	\$	31.70	\$	28.69	\$	27.32
Electrical Workers	\$	35.75	\$ 35.75	\$	45.63	\$	37.54	\$	41.48
Elevator Workers	\$	43.79	\$ 43.79	\$	55.90	\$	45.98	\$	43.79
Glaziers	\$	24.25	\$ 24.10	\$	27.28	\$	25.46	\$	24.10
Heat & Frost Insulators	\$	31.15	\$ 31.15	\$	34.89	\$	32.71	\$	31.15
Iron Workers	\$	29.00	\$ 29.00	\$	31.90	\$	30.45	\$	29.00
Laborers - Building	\$	23.60	\$ 23.60	\$	27.39	\$	24.78	\$	23.60
Operating Engineers - Building	\$	35.32	\$ 35.32	\$	40.99	\$	37.09	\$	35.32
Operating Engineers - Tech	\$	38.49	\$ 35.32	\$	44.66	\$	40.41	\$	35.32
Painters	\$	23.00	\$ 23.00	\$	25.00	\$	24.15	\$	24.00
Plumbers & Steamfitters	\$	34.01	\$ 33.16	\$	38.09	\$	35.71	\$	33.16
Roofers	\$	26.23	\$ 26.23	\$	34.90	\$	27.54	\$	26.23
Sheet Metal Workers	\$	27.46	\$ 27.46	\$	31.58	\$	28.83	\$	27.46
Total	\$	431.60	\$ 427.43	\$	507.30	\$	453.18	\$	434.16

					Total Applicable Hours b	y Phase					
Craft	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Phase 9	Phase 10	Phase 11	<b>Undefined Phase</b>	Total
Bricklayers - Building	16	211	6	1	4,147	206	550	1,124	43	0	6,304
Carpenters - Building	734	1,111	95	6	2,686	18	379	0	0	0	5,029
Electrical Workers	105	245	105	350	1,240	245	107	301	0	88	2,786
Elevator Workers	0	0	0	0	1,498	0	0	0	0	0	1,498
Glaziers	0	3,070	0	0	154	0	0	0	0	0	3,224
Heat & Frost Insulators	734	3	114	0	790	0	29	65	0	0	1,736
Iron Workers	1,397	59	429	89	261	0	10	0	165	0	2,411
Laborers - Building	1,574	186	213	22	106	8	2	4	537	0	2,651
Operating Engineers - Building	468	18	134	28	74	3	1	1	154	0	881
Operating Engineers - Tech	147	5	36	6	14	0	0	0	35	0	243
Painters	0	12	0	0	84	0	14	0	0	0	110
Plumbers & Steamfitters	77	129	0	0	1,025	0	211	128	0	0	1,569
Roofers	2,622	12	308	24	53	0	0	0	0	0	3,020
Sheet Metal Workers	127	217	33	5	1,250	26	183	167	43	0	2,051
Total	8,001	5,278	1,475	531	13,383	506	1,485	1,791	977	88	33,513

					First Shift Hours by Ph	nase					
Craft	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Phase 9	Phase 10	Phase 11	Undefined Phase	Total
Bricklayers - Building	11	148	4	1	2,903	144	385	787	30	0	4,413
Carpenters - Building	514	777	67	4	1,880	13	265	0	0	0	3,520
Electrical Workers	74	171	74	245	868	172	75	211	0	61	1,950
Elevator Workers	0	0	0	0	1,049	0	0	0	0	0	1,049
Glaziers	0	2,149	0	0	108	0	0	0	0	0	2,257
Heat & Frost Insulators	514	2	80	0	553	0	20	45	0	0	1,215
Iron Workers	978	41	301	62	183	0	7	0	116	0	1,687
Laborers - Building	1,102	130	149	15	74	6	1	3	376	0	1,856
Operating Engineers - Building	327	13	94	20	52	2	1	1	108	0	617
Operating Engineers - Tech	103	3	25	4	10	0	0	0	25	0	170
Painters	0	9	0	0	59	0	10	0	0	0	77
Plumbers & Steamfitters	54	90	0	0	717	0	148	90	0	0	1,098
Roofers	1,836	8	216	17	37	0	0	0	0	0	2,114
Sheet Metal Workers	89	152	23	3	875	18	128	117	30	0	1,436
Total	5,601	3,694	1,032	371	9,368	354	1,040	1,253	684	61	23,459

					Second Shift Hours by	Phase					
Craft	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Phase 9	Phase 10	Phase 11	Undefined Phase	Total
Bricklayers - Building	5	63	2	0	1,244	62	165	337	13	0	1,891
Carpenters - Building	220	333	29	2	806	6	114	0	0	0	1,509
Electrical Workers	32	73	32	105	372	74	32	90	0	26	836
Elevator Workers	0	0	0	0	449	0	0	0	0	0	449
Glaziers	0	921	0	0	46	0	0	0	0	0	967
Heat & Frost Insulators	220	1	34	0	237	0	9	19	0	0	521
Iron Workers	419	18	129	27	78	0	3	0	50	0	723
Laborers - Building	472	56	64	6	32	3	1	1	161	0	795
Operating Engineers - Building	140	5	40	9	22	1	0	0	46	0	264
Operating Engineers - Tech	44	1	11	2	4	0	0	0	11	0	73
Painters	0	4	0	0	25	0	4	0	0	0	33
Plumbers & Steamfitters	23	39	0	0	307	0	63	38	0	0	471
Roofers	787	4	92	7	16	0	0	0	0	0	906
Sheet Metal Workers	38	65	10	1	375	8	55	50	13	0	615
Total	2,400	1,583	442	159	4,015	152	446	537	293	26	10,054

					1st Shift Cost Per Phase						
Craft	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Phase 9	Phase 10	Phase 11	Undefined Phase	Total
Bricklayers - Building	\$ 360.98 \$	4,755.86 \$	130.85 \$	31.59 \$	93,564.98 \$	4,643.05 \$	12,417.57 \$	25,367.59 \$	961.10		142,233.57
carpenters banang	\$ 14,044.67 \$	21,239.11 \$	1,816.78 \$	110.92 \$	51,363.24 \$			- \$	- 9		96,170.77
Electrical Workers	\$ 2,627.63 \$	6,126.12 \$	2,627.63 \$	8,748.74 \$	31,036.01 \$				- 9		69,719.65
Elevator Workers Glaziers	\$ - \$ \$ - \$	51.955.46 S	- \$ - \$	- \$	45,918.19 \$ 2.599.30 \$		- \$ - \$	- \$ - \$	- 5		45,918.19 54,554.76
	\$ 16.009.23 \$	51,955.46 \$	2.490.13 \$	- \$	2,599.30 \$ 17.234.67 \$			1,412.96 \$	- 9		54,554.76 37.844.76
ron Workers	\$ 16,009.23 \$ \$ 28,355.04 \$	1,201.76 \$	2,490.13 \$ 8,716.82 \$	1,802.64 \$	17,234.67 \$ 5.302.36 \$		203.00 \$	1,412.96 \$	3,353.56		48,935.18
	\$ 25,995.87 \$	3,069,42 S	3,525,37 \$	356.83 \$	1,747.82 \$			66.08 \$	8,871.24		43.801.13
	\$ 11,565.89 \$	445.03 \$	3,322.91 \$	702.16 \$	1,829.58 \$			34.61 \$	3,797.61		21,791.73
Operating Engineers - Building Operating Engineers - Tech	\$ 3,787.19 \$	124.00 \$	924.84 \$	165.33 \$	366.84 \$		19.78 \$	34.01 \$	914.51		6,282.71
	\$ 3,707.19 \$	196.42 \$	- \$	- \$	1,358.84 \$		218.96 \$	- \$	914.31		1.774.22
	s 1.800.83 S	3.028.02 \$	- 3	- 3	24.087.83 \$			3.009.22 \$	- ;		36.886.41
Roofers	\$ 48.149.89 \$	220.33 \$	5,658.86 \$	436.99 \$	976.81 \$			3,003.22 \$			55.442.88
	\$ 2,448.88 \$		642.01 \$	92.27 \$	24,031.34 \$						39,432.01
	\$ 155,146,08 \$	96.610.69 \$	29.856.20 \$	12.447.47 \$	301.417.80 \$		31.923	40.635	18,725	2.192 \$	700,787,96
	,, ,	***************************************				,	,	10,000	,	-, +	,
Craft	Phase 3	Phase 4	Phase 5	2nd Shift Co Phase 6	ost Per Phase with Standar Phase 7	d Differentials Phase 8	Phase 9	Phase 10	Phase 11	Undefined Phase	Total
Bricklayers - Building	\$ 167.11 \$	2,201.71 \$	60.58 \$	14.62 S	43.315.57 \$	2.149.49 \$	5.748.67 \$	11,743.83 \$	444.94	- \$	65.846.52
	\$ 6,501.93 \$	9,832.57 \$	841.07 \$	51.35 \$	23,778.43 \$	162.90 \$	3,353.66 \$	- \$	- 9	- \$	44,521.92
Electrical Workers	\$ 1,372.11 \$	3,198.98 \$	1,372.11 \$	4,568.48 \$	16,206.61 \$			3,938.62 \$	- 9	1,144.73 \$	36,406.73
	\$ - \$	- Ś	- \$	- \$	22,399.47 \$			- \$	- 9	- \$	22,399.47
Glaziers	\$ - \$	23,662.61 \$	- \$	- \$	1,183.82 \$	- \$	- \$	- \$	- 9	- \$	24,846.43
Heat & Frost Insulators	\$ 7,272.76 \$	33.68 \$	1,131.23 \$	- Ś	7,829.47 \$			641.89 \$	- 9		17,192.33
Iron Workers	\$ 12,759.77 \$	540.79 \$	3,922.57 \$	811.19 \$	2,386.06 \$		91.35 \$	- \$	1,509.10		22,020.83
	\$ 12,034.70 \$	1,420.98 \$	1,632.06 \$	165.19 \$	809.15 \$	64.24 \$		30.59 \$	4,106.91		20,277.58
Operating Engineers - Building	\$ 5,354.39 \$	206.03 \$	1,538.33 \$	325.06 \$	847.00 \$			16.02 \$	1,758.09		10,088.41
Operating Engineers - Tech	\$ 1,758.86 \$	57.59 \$	429.52 \$	76.79 \$	170.37 \$		- \$	- \$	424.72		2,917.83
Painters	\$ - \$	89.67 \$	- \$	- \$	620.34 \$			- \$	- 9		809.97
	\$ 818.68 \$	1,376.57 \$	- \$	- 5	10,950.60 \$		2,255.10 \$	1,368.02 \$	- 5		16,768.97
	\$ 24,044.24 \$		2,825.82 \$	218.22 \$	487.78 \$			- \$			27,686,08
	\$ 1,128.24 \$	1.923.49 \$	295.79 \$	42.51 S	11.071.58 \$	228.48 \$	1,620.62 \$	1,475.38 \$	380.80		18.166.89
	\$ 73,212.77 \$	44,654,69 \$	14.049.07 S	6,273.41 \$	142,056.24 \$	5,841.05 \$	14,879.07 \$	19,214.36 \$	8.624.56	1,144.73 \$	329,949.95
		.,,					-,	,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	-,	,-
Craft	Phase 3	Phase 4	Phase 5	2nd Si Phase 6	hift Cost Per Phase 5% Diff Phase 7	ferential Phase 8	Phase 9	Phase 10	Phase 11	Undefined Phase	Total
Bricklayers - Building	\$ 158.57 \$	2,089.18 \$	57.48 \$	13.88 S	41.101.76 \$	2,039.63 \$		11,143.62 \$	422.20		62,481.17
	\$ 6.169.62 \$	9,330,04 S	798.09 \$	48.73 S	22,563,14 \$			- Ś	- 9		42,246,45
Electrical Workers	\$ 1,244.60 \$	2,901.70 \$	1,244.60 \$	4,143.93 \$	14.700.54 \$	2,904.07 \$	1,273.05 \$	3,572.60 \$	- 9	1,038.35 \$	33,023.46
	s - s	- \$	- \$	- Ś	20.171.21 \$	- \$	- Ś	- Ś	- 3		20.171.21
Glaziers	s - s	22.825.02 \$	- \$	- Ś	1.141.92 \$	- Ś	- Ś	- \$		- 5	23,966,94
Heat & Frost Insulators	\$ 7.032.63 \$	32.57 S	1.093.88 \$	- Ś	7.570.95 \$			620.69 S	- 3	- \$	16,624,66
Iron Workers	\$ 12,455.96 \$	527.92 \$	3,829.17 \$	791.87 \$	2,329.25 \$	- \$	89.18 \$	- \$	1,473.17	- \$	21,496.53
Laborers - Building	\$ 11,419.62 \$	1,348.35 \$	1,548.64 \$	156.75 S	767.79 S			29.03 \$	3.897.01		19,241.21
Operating Engineers - Building	\$ 5,080.73 \$	195.50 \$	1,459.70 \$	308.45 \$	803.71 \$		8.69 \$	15.21 \$	1,668.23	- \$	9,572.80
	\$ 1,665,40 \$	54.53 Ś	406.69 S	72.71 S	161.31 Ś	- Ś	- Ś	- Ś	402.15	- S	2,762,79
Painters	\$ - \$	88.11 \$	- \$	- \$	609.58 \$	- \$	98.23 \$	- \$	- 9	- \$	795.92
	\$ 791.32 \$	1,330.58 \$	- \$	- \$	10,584.71 \$		2,179.75 \$	1,322.31 \$	- 9	- \$	16,208.67
Roofers	\$ 21,151.56 \$	96.79 \$	2,485.86 \$	191.96 \$	429.10 \$	- \$	- \$	- \$	- 9	- \$	24,355.26
	\$ 1,075.76 \$	1,834.03 \$	282.03 \$	40.53 \$	10,556.63 \$	217.85 \$	1,545.24 \$		363.09	- \$	17,321.92
Total	\$ 68,245.77 \$	42,654.31 \$	13,206.15 \$	5,768.81 \$	133,491.58 \$			18,110.23 \$	8,225.85		310,268.99
			2nd	Shift Cost Per Phase with S	tandard Differentials or 59	% Differentials (Whichever i	s Less				
Craft	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Phase 9	Phase 10	Phase 11	Undefined Phase	Total
Bricklayers - Building	\$ 158.57 \$	2,089.18 \$	57.48 \$	13.88 \$	41,101.76 \$	2,039.63 \$	5,454.86 \$	11,143.62 \$	422.20	- \$	62,481.17
Carpenters - Building	\$ 6,169.62 \$	9,330.04 \$	798.09 \$	48.73 \$	22,563.14 \$			- \$	- 9		42,246.45
	\$ 1,244.60 \$	2,901.70 \$	1,244.60 \$	4,143.93 \$	14,700.54 \$			3,572.60 \$	- 5	1,038.35 \$	33,023.46
Elevator Workers	s - s	- \$	- \$	- \$	20,171.21 \$	- \$	- \$	- \$	- 9	- \$	20,171.21
Glaziers	\$ - \$	22,825.02 \$	- \$	- \$	1,141.92 \$	- \$	- \$	- \$	- 5	- \$	23,966.94
	\$ 7,032.63 \$	32.57 \$	1,093.88 \$	- \$	7,570.95 \$			620.69 \$	- 5		16,624.66
Iron Workers	\$ 12,455.96 \$	527.92 \$	3,829.17 \$	791.87 \$	2,329.25 \$	- \$	89.18 \$	- \$	1,473.17		21,496.53
	\$ 11,419.62 \$	1,348.35 \$	1,548.64 \$	156.75 \$	767.79 \$	60.96 \$	13.06 \$	29.03 \$	3,897.01	- \$	19,241.21
Operating Engineers - Building	\$ 5,080.73 \$	195.50 \$	1,459.70 \$	308.45 \$	803.71 \$	32.58 \$	8.69 \$	15.21 \$	1,668.23	- \$	9,572.80
	\$ 1,665.40 \$	54.53 \$	406.69 \$	72.71 \$	161.31 \$		- \$	- \$	402.15		2,762.79
Painters	5 - 5	88.11 \$	- \$	- \$	609.58 \$	- \$	98.23 \$	- \$	- 9	- \$	795.92
	\$ 791.32 \$	1,330.58 \$	- \$	- \$	10,584.71 \$			1,322.31 \$	- 9	- \$	16,208.67
Roofers	\$ 21,151.56 \$	96.79 \$	2,485.86 \$	191.96 \$	429.10 \$		- \$	- \$	- 9	- \$	24,355.26
Sheet Metal Workers	\$ 1,075.76 \$	1,834.03 \$	282.03 \$	40.53 \$	10,556.63 \$			1,406.76 \$	363.09		17,321.92
Total	\$ 68,245.77 \$	42,654.31 \$	13,206.15 \$	5,768.81 \$	133,491.58 \$	5,409.67 \$	14,118.27 \$	18,110.23 \$	8,225.85	1,038.35 \$	310,268.99
				Total Shiftw	ork Cost Per Phase with N	o Differentials					
		Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Phase 9	Phase 10	Phase 11	Undefined Phase	Total
Craft	Phase 3				133,664.26 \$	6,632.93 \$	17,739.39 \$	36,239.41 \$	1,373.00		203,190.81
	\$ 515.68 \$	6,794.08 \$	186.93 \$	45.12 \$							137,386.82
Bricklayers - Building Carpenters - Building	\$ 515.68 \$ \$ 20,063.81 \$	6,794.08 \$ 30,341.59 \$	2,595.40 \$	158.46 \$	73,376.06 \$		10,348.82 \$	- \$	- 5		
Bricklayers - Building Carpenters - Building Electrical Workers	\$ 515.68 \$ \$ 20,063.81 \$ \$ 3,753.75 \$	6,794.08 \$	2,595.40 \$ 3,753.75 \$		73,376.06 \$ 44,337.15 \$	8,758.75 \$	3,839.55 \$	10,775.05 \$	- 9	3,131.70 \$	99,599.50
Bricklayers - Building Carpenters - Building Electrical Workers Elevator Workers	\$ 515.68 \$ \$ 20,063.81 \$ \$ 3,753.75 \$ \$ - \$	6,794.08 \$ 30,341.59 \$ 8,751.60 \$ - \$	2,595.40 \$ 3,753.75 \$ - \$	158.46 \$ 12,498.20 \$ - \$	73,376.06 \$ 44,337.15 \$ 65,597.42 \$	8,758.75 \$ - \$	3,839.55 \$	10,775.05 \$	- 5	3,131.70 \$	65,597.42
Bricklayers - Building Carpenters - Building Electrical Workers Elevator Workers Glaziers	\$ 515.68 \$ \$ 20,063.81 \$ \$ \$ 3,753.75 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	6,794.08 \$ 30,341.59 \$ 8,751.60 \$ - \$ 74,222.09 \$	2,595.40 \$ 3,753.75 \$ - \$ - \$	158.46 \$ 12,498.20 \$ - \$ - \$	73,376.06 \$ 44,337.15 \$ 65,597.42 \$ 3,713.28 \$	8,758.75 \$ - \$ - \$	3,839.55 \$ - \$ - \$	10,775.05 \$ - \$ - \$	- - -	3,131.70 \$ 5 - \$ 6 - \$	65,597.42 77,935.37
Bricklayers - Building Carpenters - Building Electrical Workers Elevator Workers Glaziers Heat & Frost Insulators	\$ 515.68 \$ \$ 20,063.81 \$ \$ 3,753.75 \$ \$ - \$ \$ - \$ \$ \$ 22,870.33 \$	6,794.08 \$ 30,341.59 \$ 8,751.60 \$ - \$ 74,222.09 \$ 105.91 \$	2,595.40 \$ 3,753.75 \$ - \$ - \$ 3,557.33 \$	158.46 \$ 12,498.20 \$ - \$ - \$ - \$	73,376.06 \$ 44,337.15 \$ 65,597.42 \$ 3,713.28 \$ 24,620.96 \$	8,758.75 \$ - \$ - \$ - \$	3,839.55 \$ - \$ - \$ 890.89 \$	10,775.05 \$ - \$ - \$ 2,018.52 \$	- S	3,131.70 \$ - \$ - \$ - \$	65,597.42 77,935.37 54,063.94
dricklayers - Building Carpenters - Building Electrical Workers Elevator Workers Gaizeres Heat & Frost Insulators rom Workers	\$ 515.68 \$ \$ 20,063.81 \$ \$ \$ 3,753.75 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	6,794.08 \$ 30,341.59 \$ 8,751.60 \$ - \$ 74,222.09 \$ 105.91 \$ 1,716.80 \$	2,595.40 \$ 3,753.75 \$ - \$ - \$ 3,557.33 \$ 12,452.60 \$	158.46 \$ 12,498.20 \$ - \$ - \$ - \$ 2,575.20 \$	73,376.06 \$ 44,337.15 \$ 65,597.42 \$ 3,713.28 \$ 24,620.96 \$ 7,574.80 \$	8,758.75 \$ - \$ - \$ - \$ - \$ - \$	3,839.55 \$ - \$ - \$ 890.89 \$ 290.00 \$	10,775.05 \$ - \$ - \$ 2,018.52 \$ - \$	- - - - - 4,790.80	3,131.70 \$ - \$ - \$ - \$ - \$ - \$	65,597.42 77,935.37 54,063.94 69,907.40
Bricklayers - Building Carpenters - Building Electrical Workers Elevator Workers Glaziers Heat & Frost Insulators rrom Workers Laborers - Building	\$ 515.68 \$ 20,063.81 \$ \$ 20,063.81 \$ \$ 3,753.75 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	6,794.08 \$ 30,341.59 \$ 8,751.60 \$ - \$ 74,222.09 \$ 105.91 \$ 1,716.80 \$ 4,384.88 \$	2,595.40 \$ 3,753.75 \$ - \$ - \$ 3,557.33 \$ 12,452.60 \$ 5,036.24 \$	158.46 \$ 12,498.20 \$ - \$ - \$ - \$ 2,575.20 \$ 509.76 \$	73,376.06 \$ 44,337.15 \$ 65,597.42 \$ 3,713.28 \$ 24,620.96 \$ 7,574.80 \$ 2,496.88 \$	8,758.75 \$ - \$ - \$ - \$ - \$ - \$ 198.24 \$	3,839.55 \$ - \$ - \$ 890.89 \$ 290.00 \$ 42.48 \$	10,775.05 \$ - \$ - \$ 2,018.52 \$ - \$ 94.40 \$		3,131.70 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$	65,597.42 77,935.37 54,063.94 69,907.40 62,573.04
Bricklayers - Building Carpenters - Building Electrical Workers Elevator Workers Galziers Heat & Frost Insulators from Workers Laborers - Building Operating Engineers - Building	\$ 515.68 \$ \$ 20,063.81 \$ \$ \$ 20,063.81 \$ \$ \$ \$ 3,753.75 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	6,794.08 \$ 30,341.59 \$ 8,751.60 \$ 74,222.09 \$ 105.91 \$ 1,716.80 \$ 4,384.88 \$ 635.76 \$	2,595.40 \$ 3,753.75 \$ - \$ 3,557.33 \$ 12,452.60 \$ 5,036.24 \$ 4,747.01 \$	158.46 \$ 12,498.20 \$ - \$ - \$ 2,575.20 \$ 509.76 \$ 1,003.09 \$	73,376.06 \$ 44,337.15 \$ 65,597.42 \$ 3,713.28 \$ 24,620.96 \$ 7,574.80 \$ 2,496.88 \$ 2,613.68 \$	8,758.75 \$ - \$ - \$ - \$ - \$ 198.24 \$ 105.96 \$	3,839.55 \$ - \$ - \$ 890.89 \$ 290.00 \$	10,775.05 \$ - \$ - \$ 2,018.52 \$ - \$ 94.40 \$	- - - - 4,790.80 12,673.20 5,425.15	3,131.70 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	65,597.42 77,935.37 54,063.94 69,907.40 62,573.04 31,131.05
Bricklayers - Building Carpenters - Building Electrical Workers Elevator Workers Glaziers Heat & Frost Insulators Irom Workers Laborers - Building Operating Engineers - Building Operating Engineers - Tech	\$ 515.68 \$ \$ 20,063.81 \$ \$ \$ 20,063.81 \$ \$ \$ \$ 3,753.75 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	6,794.08 \$ 30,341.59 \$ 8,751.60 \$ - \$ 74,222.09 \$ 105.91 \$ 1,716.80 \$ 4,384.88 \$ 635.76 \$ 177.14 \$	2,595.40 \$ 3,753.75 \$ - \$ - \$ 3,557.33 \$ 12,452.60 \$ 5,036.24 \$ 4,747.01 \$ 1,321.20 \$	158.46 \$ 12,498.20 \$ -	73,376.06 \$ 44,337.15 \$ 65,597.42 \$ 3,713.28 \$ 24,620.96 \$ 7,574.80 \$ 2,496.88 \$ 2,613.68 \$ 524.05 \$	8,758.75 \$ - \$ - \$ - \$ - \$ - \$ 198.24 \$ 105.96 \$ - \$	3,839.55 \$ - \$ 890.89 \$ 290.00 \$ 42.48 \$ 28.26 \$	10,775.05 \$ - \$ - \$ 2,018.52 \$ - \$ 94.40 \$ 49.45 \$ - \$	4,790.80 12,673.20 5,425.15 1,306.44	3,131.70 \$ 6 - \$ 7	65,597.42 77,935.37 54,063.94 69,907.40 62,573.04 31,131.05 8,975.30
Aricklayers - Building Carpenters - Building Electrical Workers Electror Workers Slaziers Heat & Frost Insulators rom Workers - Building Operating Engineers - Building Operating Engineers - Tech Painters	\$ 515,68 \$ \$ 20,063,81 \$ \$ \$ 20,063,81 \$ \$ \$ \$ 3,753.75 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	6,794.08 \$ 30,341.59 \$ 8,751.60 \$ - \$ 74,222.09 \$ 105.91 \$ 1,716.80 \$ 4,384.88 \$ 635.76 \$ 177.14 \$ 280.60 \$	2,595.40 \$ 3,753.75 \$ - \$ 3,557.33 \$ 12,452.60 \$ 5,036.24 \$ 4,747.01 \$	158.46 \$ 12,498.20 \$ - \$ - \$ 2,575.20 \$ 509.76 \$ 1,003.09 \$	73,376.06 \$ 44,337.15 \$ 65,597.42 \$ 3,713.28 \$ 24,620.96 \$ 7,574.80 \$ 2,496.88 \$ 2,613.68 \$ 524.05 \$ 1,941.20 \$	8,758.75 \$ - \$ - \$ - \$ - \$ - \$ 198.24 \$ 105.96 \$ - \$ - \$	3,839.55 \$ - \$ - \$ 890.89 \$ 290.00 \$ 42.48 \$ 28.26 \$ - \$ 312.80 \$	10,775.05 \$ - \$ 2,018.52 \$ 94.40 \$ 49.45 \$ - \$ - \$ - \$	- - - - 4,790.80 12,673.20 5,425.15	3,131.70 \$  -	65,597.42 77,935.37 54,063.94 69,907.40 62,573.04 31,131.05 8,975.30 2,534.60
Bricklayers - Building Carpenters - Building Electrical Workers Elevator Workers Gaziers Heat & Frost Insulators Iron Workers Laborers - Building Operating Engineers - Building Operating Engineers - Tech Painters Plumbers & Steamfitters	\$ 515.68 \$ 20,063.81 \$ \$ 20,063.81 \$ \$ \$ 3,753.75 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	6,794.08 \$ 30,341.59 \$ 8,751.60 \$ - \$ 74,222.09 \$ 105.91 \$ 1,716.80 \$ 4,384.88 \$ 635.76 \$ 177.14 \$ 280.60 \$ 4,325.75 \$ 4,325.75 \$	2,595.40 \$ 3,753.75 \$ - \$ 3,557.33 \$ 12,452.60 \$ 5,036.24 \$ 4,747.01 \$ 1,321.20 \$ - \$	158.46 \$ 12,498.20 \$  - \$ - \$ 2,575.20 \$ 509.76 \$ 1,003.09 \$ 236.19 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	73,376.06 \$ 44,337.15 \$ 65,597.42 \$ 3,713.28 \$ 24,620.96 \$ 7,574.80 \$ 2,496.88 \$ 2,613.68 \$ 2,613.68 \$ 524.05 \$ 1,941.20 \$ 34,411.19 \$	8,758.75 \$	3,839.55 \$ -	10,775.05 \$ - \$ - \$ 2,018.52 \$ - \$ 94.40 \$ 49.45 \$ - \$ 4,298.88 \$	4,790.80 12,673.20 5,425.15 1,306.44	3,131.70 \$ 5	65,597.42 77,935.37 54,063.94 69,907.40 62,573.04 31,131.05 8,975.30 2,534.60 52,694.87
Bricklayers - Building Carpenters - Building Electrical Workers Elevator Workers Glaziers Heat & Frost Insulators Iron Workers Laborers - Building Operating Engineers - Building Operating Engineers - Tech Painters Plumbers & Steamfitters Roofers	\$ 515.68 \$ 2,063.81 \$ 2,063.81 \$ \$ 3,753.75 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	6,794.08 \$ 30,341.59 \$ 8,751.60 \$	2,595.40 \$ 3,753.75 \$ - \$ 3,557.33 \$ 12,452.60 \$ 5,036.24 \$ 4,747.01 \$ 1,321.20 \$ - \$ 8,084.09 \$	158.46 \$ 12,498.20 \$ \$ \$ 2,575.20 \$ 509.76 \$ 1,003.09 \$ 236.19 \$ \$ 624.27 \$	73,376.06 \$ 44,337.15 \$ 65,597.42 \$ 3,713.28 \$ 24,620.96 \$ 7,574.80 \$ 2,496.88 \$ 2,613.68 \$ 524.05 \$ 1,941.20 \$ 34,411.19 \$ 1,395.44 \$	8,758.75 \$	3,839.55 \$ - \$ - \$ 890.89 \$ 290.00 \$ 42.48 \$ - \$ 312.80 \$ 7,086.44 \$ - \$	10,775.05 \$ - \$ - \$ 2,018.52 \$ - \$ 94.40 \$ \$ 49.45 \$ - \$ 4,298.88 \$ - \$	4,790.80 12,673.20 5,425.15 1,306.44	3,131.70 \$  -	65,597.42 77,935.37 54,063.94 69,907.40 62,573.04 31,131.05 8,975.30 2,534.60 52,694.87 79,204.11
Bricklayers - Building Carpenters - Building Electrical Workers Elevator Workers Glaziers Heat & Frost Insulators Iron Workers Laborers - Building Operating Engineers - Building Operating Engineers - Tech Painters Plumbers & Steamfitters Roofers Sheet Metal Workers	\$ 515.68 \$ 20.063.81 \$ 20.063.81 \$ \$ 3,753.75 \$ \$ \$ \$ . \$ \$ \$ \$ . \$ \$ \$ \$ . \$ \$ \$ \$	6,794.08 \$ 30.341.59 \$ 8,751.60 \$ 7.22.09 \$ 105.91 \$ 1,716.80 \$ 4,334.88 \$ 280.60 \$ 4,225.75 \$ 314.76 \$ 5,564.31 \$	2,595.40 \$ 3,753.75 \$	158.46 \$ \$ 12,498.20 \$ \$ . \$ . \$ \$ . \$	73,376.06 \$ 44,337.15 \$ 65,597.42 \$ 3,713.28 \$ 24,62.96 \$ 7,574.80 \$ 2,496.88 \$ 52,613.68 \$ 524.05 \$ 9 1,941.20 \$ 34,411.19 \$ 1,393.44 \$ 34,33.04 \$ 5	8,758.75 \$	3,839.55 \$ - \$ - \$ 890.89 \$ 290.00 \$ 42.48 \$ 28.26 \$ - \$ 312.80 \$ 7,086.44 \$ 5,025.18 \$	10,775.05 \$ - \$ - \$ 2,018.52 \$ - \$ 94.40 \$ 49.45 \$ - \$ 4,298.88 \$ - \$ 4,274.84 \$	4,790.80 12,673.20 5,425.15 1,306.44 1,180.78	3,131.70 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	65,597.42 77,935.37 54,063.94 69,907.40 62,573.04 31,131.05 8,975.30 2,534.60 52,694.87 79,204.11 56,331.44
arkklayers - Building - Larpenters - Building - Lectrical Workers - Levator Workers - Levator Workers - Leat & Frost Insulators - rom Workers - aborers - Building - Operating Engineers - Building - Operating Engineers - Building - Operating Engineers - Tech - Painters - Pumbers & Steamfitters - Roofers -	\$ 515.68 \$ 2,063.81 \$ 2,063.81 \$ \$ 3,753.75 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	6,794.08 \$ 30,341.59 \$ 8,751.60 \$	2,595.40 \$ 3,753.75 \$ - \$ 3,557.33 \$ 12,452.60 \$ 5,036.24 \$ 4,747.01 \$ 1,321.20 \$ - \$ 8,084.09 \$	158.46 \$ 12,498.20 \$ \$ \$ 2,575.20 \$ 509.76 \$ 1,003.09 \$ 236.19 \$ \$ 624.27 \$	73,376.06 \$ 44,337.15 \$ 65,597.42 \$ 3,713.28 \$ 24,620.96 \$ 7,574.80 \$ 2,496.88 \$ 2,613.68 \$ 524.05 \$ 1,941.20 \$ 34,411.19 \$ 1,395.44 \$	8,758.75 \$	3,839.55 \$ - \$ - \$ 890.89 \$ 290.00 \$ 42.48 \$ - \$ 312.80 \$ 7,086.44 \$ - \$	10,775.05 \$ - \$ - \$ 2,018.52 \$ - \$ 94.40 \$ \$ 49.45 \$ - \$ 4,298.88 \$ - \$	4,790.80 12,673.20 5,425.15 1,306.44	3,131.70 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	65,597.42 77,935.37 54,063.94 69,907.40 62,573.04 31,131.05 8,975.30 2,534.60 52,694.87 79,204.11

Cost Descriptions	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Phase 9	Phase 10	Phase 11	Undefined Phase	Total
Total Cost Per Project w/ STD Differentials	\$ 228,358.86 \$	141,265.38 \$	43,905.27 \$	18,720.88 \$	443,474.04 \$	17,675.97 \$	46,801.73 \$	59,849.75 \$	27,349.11 \$	3,336.92 \$	1,030,737.91
Total Cost Per Project w/ STD Differentials or 5%	\$ 223,391.85 \$	139,265.00 \$	43,062.35 \$	18,216.28 \$	434,909.37 \$	17,244.60 \$	46,040.93 \$	58,745.61 \$	26,950.41 \$	3,230.54 \$	1,011,056.94
Total Cost Per Project w/ No Differentials	\$ 221,637.26 \$	138,015.28 \$	42,651.71 \$	17,782.10 \$	430,596.85 \$	16,907.04 \$	45,603.80 \$	58,050.55 \$	26,749.37 \$	3,131.70 \$	1,001,125.65
Savings Description	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Phase 9	Phase 10	Phase 11	Undefined Phase	Total
Savings Per Project w/ STD Differential or 5%	\$ 4,967.00 \$	2,000.38 \$	842.92 \$	504.60 \$	8,564.67 \$	431.37 \$	760.80 \$	1,104.14 \$	398.70 \$	106.38 \$	19,680.97
Savings Per Project w/ No Differential	\$ 6,721.59 \$	3,250.11 \$	1,253.56 \$	938.78 \$	12,877.19 \$	768.93 \$	1,197.93 \$	1,799.20 \$	599.75 \$	205.22 \$	29,612.26

11,948

Total Savings Through the Use of Offsite Fabrication \$

#### Assumptions:

Assume offsite fabrication only applies to Iron Workers
Assume offsite fabrication would result in a 20% cost reduction

Trade	ase 3 vings	hase 4 avings	ase 5 vings	ase 6 vings	hase 7 avings	nase 8 avings	nase 9 nvings	ase 10 orkers	ase 11 avings	defined	R	irneyman ate \$/hr /Benefits)	Percentage Worked Offsite	Cost Reduction	:	Cost Savings
Bricklayers - Building	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	51.68	0%	20%	\$	-
Carpenters - Building	\$ 1,654	\$ 2,501	\$ 214	\$ 13	\$ 6,047	\$ 41	\$ 853	\$ -	\$ -	\$ -	\$	45.03	5%	20%	\$	11,322
Electrical Workers	\$ 125	\$ 291	\$ 125	\$ 416	\$ 1,476	\$ 292	\$ 128	\$ 359	\$ -	\$ 104	\$	59.52	2%	20%	\$	3,317
Elevator Workers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	75.68	0%	20%	\$	-
Glaziers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	42.19	0%	20%	\$	-
Heat & Frost Insulators	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	51.88	0%	20%	\$	-
Iron Workers	\$ 1,485	\$ 63	\$ 456	\$ 94	\$ 278	\$ -	\$ 11	\$ -	\$ 176	\$ -	\$	53.15	2%	20%	\$	2,562
Laborers - Building	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ _	\$ -	\$	41.97	0%	20%	\$	-
Operating Engineers - Building	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	59.09	0%	20%	\$	-
Operating Engineers - Tech	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	62.24	0%	20%	\$	-
Painters	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	43.44	0%	20%	\$	-
Plumbers & Steamfitters	\$ 88	\$ 148	\$ -	\$ -	\$ 1,181	\$ -	\$ 243	\$ 148	\$ _	\$ -	\$	57.63	2%	20%	\$	1,808
Roofers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	46.28	0%	20%	\$	-
Sheet Metal Workers	\$ 303	\$ 517	\$ 80	\$ 11	\$ 2,977	\$ 61	\$ 436	\$ 397	\$ 102	\$ -	\$	47.63	5%	20%	\$	4,885
Total	\$ 3,655	\$ 3,521	\$ 875	\$ 535	\$ 11,959	\$ 395	\$ 1,670	\$ 903	\$ 278	\$ 104					\$	23,895
														Percent Union		50%

Recent state legislation includes a provision that allows the Airport Authority to aviod the use of Wicks Law if a Project Labor Agreement is implemented. Wicks Law requires that public works projects of this nature use multiple prime contractors, in a designated fashion, rather than allowing a single contractor on a construction projects.

Phase	Р	roject Cost	Wicks Law Reduction		otal Cost of Program
Phase 6 - Installation of Photovoltaic Panels (Included in Phase III)	\$	642,995	10.00%	\$	64,300
Phase 7 - Renovation of Terminal Building Grand Hall (Included in Phase III)	\$	15,338,012	10.00%	\$	1,533,801
Phase 8 - Upgrades to Airline Ticket Counters (Included in Phase III)	\$	593,098	10.00%	\$	59,310
Phase 9 - Renovation of Terminal Building Main Lobby Restrooms	\$	1,611,111	10.00%	\$	161,111
Phase 10 - Renovation of Ticketing and Baggage Hall Areas	\$	2,027,778	10.00%	\$	202,778
Total	Ś	20.212.995		Ś	2.021.299

<sup>\*</sup> Reports prepared by the New York State Division of Budget (May 1987) and New York State School Boards Association (March 1991) indicate that elimination of the requirement to comply with Wicks Law would reduce construction costs by 20 to 30 percent. Assume a modest 10 percent reduction in cost.

### End of Document

**Resolution No.** \_\_\_\_ 2017

RESOLUTION AUTHORIZING EXECUTIVE DIRECTOR TO ACKNOWLEDGE AUTHORITYS RESPONSIBILITY TO CONTRIBUTE TO PUBLIC WORK ENFORCEMENT FUND AND MAKE NECESSARY CONTRIBUTIONS

WHEREAS, the Syracuse Regional Airport Authority (the "Authority") is a public benefit corporation, formed and operating pursuant to Chapter 463 of the Laws of New York 2011 and Article 8, Title 34 of the New York Public Authorities Law, as amended (collectively the "Enabling Act"); and

WHEREAS, Section 2799-ggg (11) of the Enabling Act authorizes the Authority to enter into contracts, agreements and leases with the federal government, the state, the county, the city, any person or other public corporation and to execute all instruments necessary or convenient to accomplishing its corporate purposes which include the development, expansion, maintenance and operation of aviation facilities in Central New York in general and the Syracuse Hancock International Airport ("Airport") in particular; and

WHEREAS, by letter dated March 27, 2017 from the New York State Department of Labor (the "Notice") advising of the Authority's obligation to make contributions to the New York State Public Work Enforcement Fund ("PWEF"), a copy of said Notice being annexed hereto at Exhibit "A"; and

WHEREAS, the Notice advised that the Authority is obligated to contribute one tenth (0.1) of one percent (0.01) of the amount of every public work contract entered into by the Authority to the PWEF, and further advised that the Notice must be signed and returned to the NYS Department of labor.

NOW, THEREFORE, after due deliberation having been had thereon, it is hereby

RESOLVED, by the Board of the Syracuse Regional Airport Authority, that the Executive Director is authorized to sign the Notice on behalf of the Authority; return it to the New York State Department of Labor; and that the Authority shall make the necessary PWEF contributions as advised in and required by the Notice.

Resolu	tion Adopted	l Date: May _	_, 2017.	
Vote:	Ayes	Nays:	Abstentions:	<u>_</u> .
Signed:				
	Secretary			

Return to Agenda

#### **Christopher Alund**

Director, Bureau of Public Work

#### **Department of Labor**

W. Averell Harriman State Office Campus Building 12, Room 130, Albany, NY 12240 www.labor.ny.gov

Syracuse Regional Airport Authority Syracuse Hancock International Airport 1000 Colonel Eileen Collins Boulevard SYRACUSE, NY, 13212

March 27, 2017

#### **RE: Public Work Enforcement Fund**

Dear Christina Callahan,

As a State agency or public benefit corporation engaged in certain construction or reconstruction, maintenance or repair contracts, it is your responsibility to contribute to the Public Work Enforcement Fund (PWEF) as established by Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, chapter 376 of the Laws of 2003, and Chapter 407 of the Laws of 2005).

This Law requires each State agency or public benefit corporation (e.g. public authority) that enters into a public work contract to pay one tenth (0.1) of one percent (0.01) of the total cost of the contract to this Fund. The full explanation is contained on the accompanying notice.

Please sign and return the affirmation notice attesting to your review of the supplied information and your agency or public benefit corporation's responsibility concerning the Public Work Enforcement Fund.

If your signed notice is not received within 30 days of the date of this letter, your agency or public benefit corporation will be referred to the Office of the State Comptroller for further action

Chutopher D. alu-

Christopher D. Alund

Director

Bureau of Public Work

Attachment







#### New York State Department of Labor Bureau of Public Work

#### **Public Work Enforcement Fund**

#### Notice of Agency/Public Benefit Corporation Responsibility

As a State agency or public benefit corporation engaged in certain construction or reconstruction, maintenance or repair contracts, it is your responsibility to contribute to the Public Work Enforcement Fund (PWEF). This Law requires each State agency or public benefit corporation (e.g. public authority) that enters into a public work contract to pay one tenth (0.1) of one percent (0.01) of the total cost of the contract\* to this Fund.

\*(Total Cost of Contract x 0.001 = Amount to be paid to Fund)

For contracts which are not approved or administered by the Office of the State Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be sent to: Department of Labor, Administrative Finance Bureau- PWEF Unit, Building 12, Room 464, State Office Campus, Albany, NY 12240 within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Any questions regarding submission of monthly reports and/or payments should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 485-9730 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589. Albany, NY 12240

Please sign and return this notice to:

Public Work Enforcement Fund Notice NYS Department of Labor – Bureau of Public Work SOBC – Bldg. 12 – Rm. 130 Albany, NY 12240

To the best of my knowledge and belief I affirm that for repair contracts let by our agency/public authority, we very Policy & Reporting Manual, section B-610, regarding the	will adhere to the requirement	ts of the Division of Budget
Signature	Print Nam	e and Title
*		
		*
Agency / Public Authority		Date

#### SYRACUSE REGIONAL AIRPORT AUTHORITY

SYRACUSE HANCOCK INTERNATIONAL AIRPORT
1000 COL. EILEEN COLLINS BLVD.
SYRACUSE, NEW YORK 13212
P: 315.454.3263
F: 315.454.8757
SRAA@SYRAIRPORT.ORG

April 13, 2017

Mr. Christopher D. Alund Director, Bureau of Public Work Department of Labor W. Averell Harriman State Office Campus Building 12, Room 130 Albany, New York 12240

Re: Syracuse Regional Airport Authority

Dear Mr. Alund:

The Syracuse Regional Airport Authority is in receipt of your letter dated March 27, 2017 regarding the Public Work Enforcement Fund. Unfortunately, I am unable to sign the affirmation notice until I am able to brief and receive the approval of the Board of the Syracuse Regional Airport Authority. My next opportunity to do so will be at the May 12, 2017 Board Meeting. As such, I respectfully request a thirty (30) day extension.

I would like to thank you in advance for your cooperation and please, do not hesitate to contact me should you have any questions or require additional information.

3. Odlaha

Very truly yours,

Christina R. Callahan, CM

**Executive Director** 

Resolution No. 2017

## RESOLUTION AUTHORIZING EXECUTIVE DIRECTOR TO EXECUTE CONTRACT TO PROVIDE SECURITY PERSONNEL SERVICES AGREEMENT

WHEREAS, the Syracuse Regional Airport Authority (the "Authority") is a public benefit corporation, formed and operating pursuant to Chapter 463 of the Laws of New York 2011 and Article 8, Title 34 of the New York Public Authorities Law, as amended (collectively the "Enabling Act"); and

WHEREAS, Section 2799-ggg (11) of the Enabling Act authorizes the Authority to enter into contracts, agreements and leases with the federal government, the state, the county, the city, any person or other public corporation and to execute all instruments necessary or convenient to accomplishing its corporate purposes which include the development, expansion, maintenance and operation of aviation facilities in Central New York in general and the Syracuse Hancock International Airport ("Airport") in particular; and

WHEREAS, by Resolution No. 9 of 2017 the Board of the Authority previously approved the selection of Securitas Aviation USA, Inc. (a/k/a Securitas Critical Infrastructure Services, Inc. a/k/a "Securitas") to replace G4S Secure Solutions, Inc. to provide security personnel services at the Airport;

WHEREAS, Resolution No. 9 of 2017 also authorized the Executive Director, with the advice of counsel, to undertake negotiations with Securitas concerning the specific terms and conditions of such agreement for security personnel services (the "Agreement");

WHEREAS, the Executive Director has advised that such negotiations are substantially complete and has advised the Board of the Agreements key terms and conditions;

NOW, THEREFORE, after due deliberation having been had thereon, it is hereby

RESOLVED, that the Executive Director, with the advice of counsel and subject to the requirements of the Procurement Policy, is hereby authorized to finalize negotiations concerning the terms of a definitive three (3) year Security Personnel Services Agreement with Securitas, which term may be extended for an additional two (2) years at the Authority's discretion, and it is further

RESOLVED, that upon finalization of the Agreement and with the advice of counsel, that the Executive Director is authorized to execute an Agreement for Security Personnel Services with Securitas on behalf of the Authority.

Kesolut	non Adopted	Date: May	, 2017.	
Vote:	Ayes	Nays:	Abstentions:	_·
Signed:	:			
_	Secretary			

# RESOLUTION AUTHORIZING THE CREATION OF THE POSITION OF DIRECTOR OF AIRPORT OPERATIONS FOR THE SYRACUSE REGIONAL AIRPORT AUTHORITY

WHEREAS, the Syracuse Regional Airport Authority (the "Authority") is a public benefit corporation, formed and operating pursuant to Chapter 463 of the Laws of New York 2011 (the "Enabling Act") and Article 8, Title 34 of the New York Public Authorities Law, as amended; and

**WHEREAS**, Section 2799-ggg (12) of the Enabling Act authorizes the Authority to appoint such officers, employees and agents as the Authority may require for the performance of its duties, and to fix and determine their qualifications, duties and compensation; and

WHEREAS, the Authority desires to create the position of Director of Airport Operations, which position the Authority believes is necessary to assist the Authority in performing its obligations and duties under the Enabling Act, and its future contractual responsibilities to keep, maintain and operate the Syracuse Hancock International Airport; and

**WHEREAS**, the creation of this position is a necessary step required by the Onondaga County Personnel Department and the New York State Civil Service Commission.

NOW, THEREFORE, after due deliberation having been had thereon, it is hereby

**RESOLVED**, that the Board of the Syracuse Regional Airport Authority hereby creates the position of Director of Airport Operations, and it is further

**RESOLVED**, that the Executive Director of the Authority shall take any and all actions necessary to ensure this position is properly designated by the Onondaga County Civil Service Department or any similar governmental entity.

DATE:	May, 2017	
VOTE:	Ayes Nays Abstentions	
SIGNED:		
	Secretary	

Return to Agenda

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### DIRECTOR OF AIRPORT SECURITY (Syracuse Regional Airport Authority)

#### DISTINGUISHING FEATURES OF THE CLASS

Has overall responsibility for the security and public safety of the Airport. Ensures compliance with FAA (Part 139) and TSA (Section 1542) regulations or other legislative regulations and Airport rules, policies and procedures that provide the basis for safe and secure Airport operations. Participates in the development of Airport security and emergency plans. Supervises the security badging function. Oversees/manages the uniformed law enforcement function consistent with federal regulations and, as appropriate, local/county/state regulations. Reports to the Executive Director and supervises one or more staff members. Does related work as required.

#### TYPICAL WORK ACTIVITIES

- Responsible for all aspects of security for the Airport.
- Oversees compliance with all aspects of CFR 49 Part 1542.
- Oversees the review of the Airport Security Program (ASP), recommending updates and changes, as necessary.
- Assists with recruitment, selection and training of all SRAA staff assigned to the Airport Security
  Office and the Uniformed Security Division.
- Supervises all staff assigned to the Airport Security Office and the Uniformed Security Division.
- Serves as primary point of contact for a contractor providing law enforcement and/or security personnel, if applicable.
- Formulates or approves policies and procedures for Uniformed Security services.
- Plans or approves assignments of Uniformed Security personnel to achieve optimum service levels.
- Maintains liaison with federal, state, and local law enforcement and security agencies to coordinate joint activities and exchange information pertaining to airport security issues.
- Conducts research, analyzes data and prepares recommendations on assigned projects.
- Performs other related duties as assigned.

### DIRECTOR OF AIRPORT SECURITY (Syracuse Regional Airport Authority)

### FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS

- Thorough knowledge of the regulations under CFR 49 Part 1542 and current Airport Security guidelines and practices.
- Thorough knowledge of laws and rules & regulations governing law enforcement activities at the Airport.
- Good knowledge of FAR Part 139 and airport operations and regulatory agencies.
- Ability to deal persuasively and effectively with the general public, outside agencies and public
  officials in a manner conducive to cooperative relationships.
- Ability to analyze information gathered for the purposes of developing recommendations and/or making decisions.
- Ability to prepare detailed and complex correspondence for the purposes of explaining and supporting the Authority's decisions and recommendations.
- Ability to supervise one or more full-performance level professional, paraprofessional, and/or clerical employees

#### MINIMUM QUALIFICATIONS

- Graduation from a regionally accredited college or university or one accredited by the New York
   State Board of Regents to grant degrees with a baccalaureate degree; and,
- Ten (10) years of work experience, or its part time equivalent, as: a sworn police officer or peace officer in New York State; a NYS corrections officer; a federal agency officer; a military police officer; or a comparable position in the public or private security industry, at least five (5) of which involved supervisory responsibility

- or-

• Twenty (20) years of work experience, or its part time equivalent, as: a sworn police officer or peace officer in New York State; a NYS corrections officer; a federal agency officer; a military police officer; or a comparable position in the public or private security industry, at least ten (10) of which involved supervisory responsibility.

NOTE: Successful completion of graduate semester credit hours in Public or Business

Administration, Law, or a closely related field from a regionally accredited college or university may
be substituted for specialized work experience (but not supervisory experience) as follows: Thirty

(30) graduate semester hours is equivalent to one (1) year of specialized work experience; sixty (60)

#### **DIRECTOR OF AIRPORT SECURITY**

(Syracuse Regional Airport Authority)

credit hours is equivalent to two (2) years of specialized work experience.

#### SPECIAL NECESSARY REQUIREMENTS

- Possession of a valid New York State driver's license at time of appointment.
- Successfully pass criminal history background check and threat assessment to receive SIDA badge.

Return to Agenda

Resolution No. \_\_

2017

RESOLUTION APPROVING REIMBURSEMENT OF AIRPORT OPERATING EXPENSES OF THE CITY OF SYRACUSE AND AUTHORIZING PAYMENT OF REIMBURSEMENT AMOUNTS TO CITY OF SYRACUSE

WHEREAS, Chapter 463 of the Laws of New York, 2011 (hereinafter referred to as the "Enabling Act") added a new Title 34 to Article 8 of New York Public Authorities Law which created and established the Syracuse Regional Airport Authority (the "Authority") and granted it powers to operate, maintain and improve the Syracuse Hancock International Airport (the "Airport"); and

WHEREAS, by Resolution 27 of 2016 the Board of the Authority previously approved the Authority's entering into an agreement (the "Reimbursement Agreement") for the reimbursement of the City of Syracuse ("City") by the Authority in connection with the settlement of an unfair labor practices charge commenced by the Syracuse Police Benevolent Association ("PBA") against the City for events which occurred prior to the Operating Date; and

WHEREAS, both Resolution 27 of 2016 and the Reimbursement Agreement authorized the current payment of a sum not to exceed two million one hundred eighty six thousand two hundred seventy-eight dollars and twenty cents (\$2,186,278.20) for lost wages during the Award Period (the "Wages Amount") plus the additional sum not to exceed eight hundred thirteen thousand seven hundred twenty-one dollars and eighty cents (\$813,721.80) in related payroll taxes and associated expenses, inclusive of any retirement contributions as the latter may be finally determined by the New York State Comptroller's Office (the "Additional Taxes and

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<sup>&</sup>lt;sup>1</sup> For a detailed recitation of the facts surrounding these matters and the definition of any capitalized terms not defined herein, interested parties should refer to Resolution 27 of 2016 and the terms of the Reimbursement Agreement.

Contributions Amount"), subject to the determination, payment and request for reimbursement of such Additional Taxes and Contributions Amount on or before April 30, 2017; and

**WHEREAS**, by letter dated May 8, 2017 (the "Final Airport Expense Reimbursement Request") the City has requested that, upon the submission of appropriate documentary proof of payment to the Authority, the Authority reimburse the City in the sum of \$241,713.99 for the

Additional Taxes and Contributions Amount; and

WHEREAS, the City has advised that the Final Airport Expense Reimbursement Request was submitted late due to delays occasioned with the New York State Comptroller's Office concerning the calculation of the Additional Taxes and Contributions Amount and has requested that the Authority waive the April 30, 2017 submission date as such delay was beyond the City's control; and

**NOW, THEREFORE,** after due deliberation having been had thereon,

**BE IT RESOLVED**, that the Board of the Syracuse Regional Airport Authority hereby authorizes the reimbursement of the City for the Additional Taxes and Contributions Amount in the sum of \$241,713.99.

Resolut	ion Adopted	Date: May_	_, 2017	
Vote:	Ayes:	Nays:	Abstentions:	
Signed:				
	Secretary			

### AGREEMENT FOR REIMBURSEMENT OF AIRPORT OPERATING EXPENSES

AGREEMENT made this day of January 2017 by and between the SYRACUSE REGIONAL AIRPORT AUTHORITY, a local public authority established pursuant to Article 8, Title 34 of the New York Public Authorities Law of the Laws of New York of 2011 with offices located at 1000 Eileen Collins Boulevard, Syracuse, New York 13212 ("Authority") and the CITY OF SYRACUSE, New York a municipal corporation within the State of New York with offices located at 233 East Washington Street, Syracuse, New York 13202 ("City").

WHEREAS, the City is the owner of the Syracuse Hancock International Airport ("Airport") which it acquired from the Federal Government in 1946 and up until March 1, 2014 (the "City Operating Period") was also the operator of the Airport through its Department of Aviation pursuant to a Part 139 Operating Certificate first issued by the Federal Aviation Administration ("FAA") to the City in 1973;

WHEREAS, during the relevant portion of the City Operating Period, the City collected all revenues generated by the Airport ("Airport Revenues") and accounted for Airport Revenues by means of an Airport Enterprise Fund established by the City which the City then used to pay and/or reimburse itself, as the case may be, for all Airport operating expenses ("Airport Expenses") incurred by the City in connection with its operation of the Airport;

WHEREAS, in order to strengthen, improve and expand aviation related facilities and related services at the Airport and in the central New York region, and help foster economic development in the central New York region, the City along with other central New York governmental representatives proposed the establishment of a separate public authority to take over all operations at the Airport in the place and stead of the City;

WHEREAS, by act of the New York State Legislature, on August 17, 2011 the Authority was established for the express purpose of taking over operations at the Airport from the City and stimulating and promoting the development of aviation facilities and related services for the central New York region and increased local, state, national and international air travel and commerce throughout the central New York area;

WHEREAS, in order to achieve a smooth and orderly transfer of Airport operations from the City to the Authority, Airport operations were to be gradually transitioned to the Authority as it acquired administrative and employee resources (the "Transition Process");

WHEREAS, during and as part of the Transition Process, and prior to the Authority obtaining its own Operating Certificate from the FAA, by agreement dated November 14, 2011 ("Security Services Agreement I") the City and the Authority agreed that one of the first Airport operations to be transferred from the City to the Authority would be the responsibility for providing security personnel services at the Airport which historically had been provided by the City through the City of Syracuse Police Department ("SPD");

WHEREAS, in connection with Security Services Agreement I and by further agreement dated July 1, 2012 ("Security Services Agreement II") the Authority contracted with a private security personnel provider, G4S Secure Solutions, Inc. ("G4S") to provide security personnel services at the Airport;

WHEREAS, in connection with its providing security personnel at the Airport, and as authorized by Transportation Security Administration ("TSA") regulations, G4S elected to reduce, but not eliminate, the number of SPD law enforcement officers ("LEO"s") it would use to provide security personnel services at the Airport and to utilize non-LEO airport security officers ("ASO's") to satisfy a portion of the security personnel requirements of the TSA approved airport security program at the Airport;

WHEREAS, the Syracuse Police Benevolent Association ("PBA") objected to the use of a private security service provider at the Airport and filed an improper practice charge with the New York State Public Employment Relations Board ("PERB") against the City which alleged a violation of the Public Employees' Fair Employment Act (the "Act") by transferring the providing of security services at the Airport to a private contractor (the "PERB Proceeding");

WHEREAS, the PERB Proceeding was opposed by the City but by ruling dated October 1, 2015 a PERB administrative law judge issued a decision in the PERB Proceeding finding that the City violated the Act when the work of providing security personnel services at the Airport was transferred to a private contractor on July 1, 2012 and which violation continued through March 1, 2014 (the "Operating Date") on which date all of the Airport assets held by the City, including the Airport Enterprise Fund, were assigned to the Authority and the Authority assumed full operational control of all Airport assets and operations;

WHEREAS, the PERB decision ordered that the City "make whole" the PBA bargaining unit for any wages and benefits lost as a result of the transfer of the work of security services at the Airport to G4S for the period July 1, 2012 through the Operating Date with interest (the "PERB Award");

WHEREAS, since the PERB issued its decision, the City and the PBA have been negotiating a possible settlement of the PERB Award and have tentatively agreed to a settlement whereby the City would pay the sum of not more than \$2,186,278.20 in wages and benefits, inclusive of interest, (the "Wages Amount") plus an additional sum not to exceed \$813,721.80 for payroll taxes and retirement benefit contributions as ultimately required pursuant to a determination of the New York State Comptroller's Office (the "Additional Taxes and Contributions Amount") to PBA bargaining unit members in full satisfaction, settlement and resolution of the PERB Award and all claims that were or could have been raised in connection with the PERB Proceeding;

WHEREAS, the PERB Award was incurred by the City in connection with its operation of the Airport during the City Operating Period and as such constitutes a direct operating expense of the Airport which the City would normally have paid from the Airport Enterprise Fund had it not been assigned to the Authority by the City on the Operating Date; and

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WHEREAS, the City has formally requested by letter dated November 4, 2016 that the Authority reimburse the City from the Airport Enterprise Fund for the amount of the PERB Award paid by the City to PBA bargaining unit members.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed by the parties as follows:

- 1. All of the forgoing recitals are true and correct and are herein incorporated by reference as a material part of this Agreement;
- 2. The City hereby represents and warrants to the Authority as follows:
  - a. The claim asserted by the PBA in the PERB Proceeding was directly related to the City's operation of the Airport during the City Operating Period;
  - b. The PERB Award constitutes a direct operating expense of the Airport that the City would have paid from the Airport Enterprise Fund but for its assignment to the Authority on March 1, 2014, prior to the date of the decision of the PERB;
  - c. The City has entered into a settlement agreement of the PERB Proceeding with the PBA (the "PERB Settlement") and has obtained all necessary approvals of the PERB Settlement such that the PERB Settlement is now a full, final and binding agreement between the City and the PBA;
  - d. The City shall fully and finally pay the Wages Amount due under the PERB Settlement in the total sum of \$2,186,278.20 to the proper recipients of such payments along with the Additional Taxes and Contributions Amount;
- 3. Subject to receipt by the Authority on or before April 30, 2017 of satisfactory documentary proof of proper payment of items 2. c & d above, the Authority will reimburse the City in the sum of up to \$2,186,278.20 for the Wages Amount plus the Additional Taxes and Contribution Amount up to the maximum sum of \$813,721.80 (collectively the "Airport Expense Reimbursement Amount"). Each portion of the Airport Expense Reimbursement Amount shall be paid within ten (10) days of receipt by the Authority of satisfactory documentary proof of proper payment of each such portion of the Airport Reimbursement Amount by the City by wire transfer into a City account to be determined by the Commissioner of Finance.
- 4. The City's receipt of the Airport Expense Reimbursement Amount from the Authority will be in reimbursement of the City's payments of the Wages Amount and the Additional Taxes and Contribution Amount pursuant to the PERB Settlement.
- 5. In exchange for the payment of the Airport Expense Reimbursement Amount by the Authority to the City as set forth above, the City releases the Authority, its officers, board members, directors, employees, agents, heirs, executors, partners, agents, administrators, assigns, representatives, attorneys, successors, affiliated corporations, affiliated partnerships, alter egos and subsidiaries and insurers from all actions, claims, counterclaims, cross claims, third-party actions, causes of action, suits, debts,

dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which against the Authority, the City, and the City's affiliates, heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may, have for, upon, by reason of the PERB Proceeding, the PERB Award, the PERB Settlement, or any matters that were or could have been asserted in any forum in connection therewith by any party, whether or not an actual named party to such matters.

- 6. In the event the FAA or any other governmental body or agency with appropriate jurisdiction, subsequently determines that payment of the Airport Expense Reimbursement Amount by the Authority was improper, the City shall reimburse the Authority for the Airport Expense Reimbursement Amount or such amounts as the FAA or other governmental body or agency with jurisdiction determines should be returned to the Airport Enterprise Fund in connection with the payment of the Airport Expense Reimbursement Amount by the Authority.
- 7. The City shall defend, indemnify and hold harmless the Authority from and against any and all claims, liabilities and obligations including reasonable attorneys' fees and costs incurred in the defense of claims arising from or relating to the matters that actually were or could have been asserted in any forum by, including but not limited to any current or former member or official of the PBA and/or any current or former employee of the City, or their respective representatives, in or concerning the PERB Proceeding, the PERB Award or the PERB Settlement.
- 8. Payment of the Airport Expense Reimbursement Amount in this instance does not constitute any agreement to pay any similar claims in the future and shall not be relied upon or deemed to constitute such an agreement.
- 9. This Agreement has been mutually negotiated by the parties hereto and there shall be no construction of drafting errors or omissions against one party in favor of the other by virtue of authorship.
- 10. This Agreement represents the entire agreement of the parties with respect to the matters addressed herein and can only be amended, modified or evidenced by a writing duly signed by both parties.

Remainder of Page Intentionally left blank. Signature page follows.

WHEREFORE, the parties have entered into this Agreement and duly subscribed their signatures hereto effective as of the date first written above.

City of Syracuse

Bv:

Stephanie A. Miner, Mayor

Syracuse Regional Airport Authority

By Millian Juliana

Christina R. Callahan, Executive Director

LINDA RYAN
Notary Public, State of New York
No. 01RY6031334
Qualified in Onondaga County
Commission Expires Sept. 27,

### STATE OF NEW YORK ) COUNTY OF ONONDAGA )ss.:

On this A. Miner, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and who being duly sworn, deposes and states: that she resides in the City of Syracuse, New York and is the Mayor of the City of Syracuse, the corporation described in and which executed the within instrument; that she executed the within instrument in her capacity as Mayor of the City of Syracuse; that by her signature on the instrument, the City of Syracuse executed the instrument; that she knows the corporate seal of said City of Syracuse and it was so affixed pursuant to the Charter of the City and that she signed said instrument as Mayor of said City of Syracuse by like authority.

Votary Public

JOSEPH W. BARRY III
Notary Public in the State of New York
Qualified in Onondaga County
/

No. 02BA5051526
My Commission Expires

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

On this Q day of January 2017, before me, the undersigned, personally appeared Christina R. Callahan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and who being duly sworn, deposes and states: that she resides in Syracuse, New York and is the Executive Director of the Syracuse Regional Airport Authority, the corporation described in and which executed the within instrument; that she executed the within instrument in her capacity as Chair of the Syracuse Regional Airport Authority; that by her signature on the instrument, the Syracuse Regional Airport Authority executed the instrument; that she knows the corporate seal of said Syracuse Regional Airport Authority and it was so affixed pursuant to the Organizational By-Laws of the SRAA and that she signed said instrument as Executive Director of said Syracuse Regional Airport Authority.

Notary Public

LINDA RYAN
Notary Public, State of New York
No. 01RY6031334
Qualified in Onondaga County
Commission Expires Sept. 27, 2017

Resolution No. \_\_ 2017

# RESOLUTION AUTHORIZING THE ADDITION OF A SERGEANT POSITION TO EXHIBIT A OF THE SERVICES AGREEMENT WITH THE CITY OF SYRACUSE

WHEREAS, the Syracuse Regional Airport Authority (the "Authority") is a public Benefit Corporation, formed and operating pursuant to Chapter 463 of the Laws of New York 2011 (the "Enabling Act") and Article 8, Title 34 of the New York Public Authorities Law, as amended; and

WHEREAS, Section 2799-EEE (2) of the Enabling Act authorizes the Authority to enter into service agreements related to the operation, maintenance, and management of any real property and or facilities it is leasing from the City of Syracuse that are useful and vital in connection with the exercise by the Authority of its powers under the Enabling Act to operate the Syracuse Hancock International Airport (the "Airport"); and

WHEREAS, the Authority by Resolution No. 14 of 2013 previously approved an Airport Services Agreement (the "Services Agreement") with the then operator of the Airport, the City of Syracuse, which among other things, provided for the Authority's utilization of various employees of the City in connection with the Authority's transition to and eventual exclusive operation of the Airport in place of the City; and

WHEREAS, the Authority entered into an agreement with G4S Secure Solutions, Inc. ("G4S") through May 31, 2017 for security personnel services at the Airport, pursuant to which G4S employed Syracuse Police Department ("SPD") law enforcement officers ("LEO's") with secondary work authorizations to provide LEO services at the Airport; and

**WHEREAS**, the Authority will be entering into an agreement with Securitas Critical Infrastructure Services, Inc. ("Securitas") for security personnel services at the Airport effective

June 1, 2017, pursuant to which Securitas will employ Syracuse Police Department ("SPD") law enforcement officers ("LEO's") with secondary work authorizations to continue to provide LEO

services at the Airport; and

WHEREAS, in the interest of providing the most effective security at the Airport and

consistent with SPD chain of command reporting regimens, the Mayor of the City has requested

that an SPD sergeant be stationed at the Airport as an employee of the City, to whom SPD law

enforcement officers with secondary work authorizations would report for operational purposes,

and that the Authority reimburse the City for salary and fringe benefit expenses associated with

the stationing of such SPD sergeant at the Airport, pursuant to the terms and conditions of the

Services Agreement; and

WHEREAS, the Authority believes that the stationing of an SPD sergeant at the Airport

as a City employee in accordance with the Mayor's request will continue and foster high levels

of security at the Airport,

NOW, THEREFORE, BE IT RESOLVED, that the Board of the Syracuse Regional

Airport Authority hereby authorizes the Executive Director to enter into an agreement with the

Mayor of the City to revise the job titles set forth in Exhibit A of the Services Agreement to add

a sergeant position to be stationed at the Airport for SPD LEO operational reporting purposes

with reimbursement by the Authority of the City's salary and fringe benefit expenses associated

therewith, in accordance with the terms and conditions of the Services Agreement.

Resolution Adopted Date: May \_\_\_, 2017.

Vote: Ayes \_\_\_\_ Nays: \_\_\_\_ Abstentions:\_\_\_\_.

Signed: \_\_\_\_\_\_\_\_Secretary

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#### AIRPORT SERVICES AGREEMENT

AGREEMENT ("Agreement"), made effective \_\_//25\_, 2013 ("Effective Date"), between the CITY OF SYRACUSE, a municipal corporation organized and existing under the laws of the State of New York (hereinafter the "City") and the SYRACUSE REGIONAL AIRPORT AUTHORITY, a public benefit corporation organized and existing pursuant to Title 34 of Article 8 of the New York Public Authorities Law, as amended, having offices at Syracuse Hancock International Airport, 1000 Col. Eileen Collins Boulevard, Syracuse, New York 13212 (hereinafter the "SRAA").

#### WITNESSETH

WHEREAS, the City is the owner of the Syracuse Hancock International Airport located in the County of Onondaga, State of New York and all the premises that constitute said Airport (the "Airport" or "Airport premises"); and

**WHEREAS**, the Federal Aviation Administration ("FAA") has certified the City, through its Department of Aviation, as the operator of the Airport and has issued an Airport Operating Certificate to the City pursuant to Part 139 of Title 14 of the Code of Federal Regulations; and

**WHEREAS**, Chapter 463 of the Laws of New York, 2011 (hereinafter referred to as the "Enabling Act") added a new Title 34 to Article 8 of New York Public Authorities Law, as amended, which created and established the SRAA and granted it powers to operate, maintain and improve the Airport; and

WHEREAS, the Mayor of the City of Syracuse ("Mayor") and the Common Council of the City of Syracuse ("Common Council") by Local Law No. 9 of 2013 have duly authorized the transfer of responsibility for the operation of the Airport to the SRAA to the full extent of the SRAA's general and special powers granted under the Enabling Act, the transfer of all Grant Agreements, and the lease of the Airport premises to the SRAA, subject to a determination by the FAA that it approves or otherwise expresses its acknowledgement that it does not object to such transfer or the lease of Airport premises, effective upon the Operating Date as defined herein; and

WHEREAS, the Mayor and the Common Council by Local Law No. 9 of 2013 have duly authorized the transfer of substantially all of the assets and liabilities of its Aviation Enterprise Fund to the SRAA, including any monies received going forward from outstanding cash and receivables, grants or other sources, excepting therefrom any unexpended proceeds of City Debt and sufficient funds to cover any contractual liabilities payable by the Aviation Fund on or before January 1, 2014 subject to a determination by the FAA that it approves or otherwise expresses its acknowledgement that it does not object to such transfer or lease of Airport premises; and

**WHEREAS,** the Mayor and the Common Council by Ordinance No. 742 of 2013 have duly authorized this Services Agreement; and

WHEREAS, the SRAA by Resolution Nos. 13, 14, 15, 16 and 37 of 2013 has accepted the transfer of responsibility for the operation of the Airport to the SRAA pursuant to the general and special powers granted to the SRAA under the Enabling Act, the transfer of all Grant Agreements, the lease of the Airport premises and the transfer of assets and liabilities, except for current bond proceeds, of the City's Aviation Enterprise Fund, subject to the approval of the FAA and issuance by the FAA of an Airport Operating Certificate to the SRAA, effective upon the Operating Date as defined herein; and

WHEREAS, the City and the SRAA intend to effectuate the transfer of responsibility for the operation of the Airport upon such terms and conditions as will obtain the FAA's approval and further the expeditious issuance of an Airport Operating Certificate to the SRAA; and

WHEREAS, the Enabling Act granted the SRAA the necessary powers to manage, control and direct the maintenance and operation of the Airport facilities, equipment or property operated by or under contract, lease or other arrangement with the SRAA; and

WHEREAS, the SRAA intends to employ existing employees of the City's Department of Aviation upon their transfer to the SRAA pursuant to and in accordance with Section 2799-fff of the Enabling Act, with no diminishment of the rights of such employees under applicable retirement systems or collective bargaining agreements; and

WHEREAS, the Enabling Act authorizes the SRAA to enter into agreements with the City concerning the Airport as may be necessary or convenient to accomplish the SRAA's corporate purposes, and further authorizes the SRAA to use City employees upon payment of its agreed proportionate share of the compensation or costs of such utilization of employees; and

WHEREAS, the SRAA has requested that the City enter into an agreement to continue to make certain expenditures, subject to reimbursement in full by the SRAA, and to provide certain services for the operation of the Airport that have been rendered by employees of the City through the City's Department of Aviation, until such time as they are transferred to the SRAA pursuant to Section 2799-fff of the Enabling Act; and

WHEREAS, the City is willing to enter into said agreement to continue to make certain expenditures subject to reimbursement by the SRAA and to provide certain services for the operation of the Airport that have been rendered by employees of the City through the City's Department of Aviation, until such time as they are transferred to the SRAA pursuant to Section 2799-fff of the Enabling Act; and

WHEREAS, the City and the SRAA believe that this Agreement is beneficial to them, to the public and to the operation of the Airport, and consistent with all requirements established by the FAA for the transfer of responsibility for Airport operations from the City to the SRAA and approval of the SRAA's application for an Airport Operating Certificate,

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of

which is hereby acknowledged, and intending to be legally bound, the City and the SRAA agree as follows:

### ARTICLE I **DEFINITIONS**

- 1.1 "Act" or "Enabling Act" shall mean the Syracuse Regional Airport Authority Act, Title 34 of Article 8 of the New York State Public Authorities Law as amended from time to time.
- 1.2 "Agreement" shall mean this Airport Services Agreement.
- 1.3 "Applicable Laws" shall mean all laws, regulations, codes, ordinances, resolutions, by-laws, rules, executive orders and other orders, guidelines and interpretations of the United States, the State of New York or local government, public agencies and authorities, as they may be amended from time to time, and the decisions of New York and federal courts as they are rendered from time to time, including but not limited to rules, regulations and orders of the Federal Aviation Administration, Transportation Security Administration and New York State Department of Transportation.
- 1.4 "Aviation Enterprise Fund" shall mean the fund used by the City to report any and all financial resources and activities of the Airport, including but not limited to the fees and charges paid by airlines under use and lease agreements between the City and such airlines.
- 1.5 "City approval" or "approval of the City" shall mean the adoption by the Common Council of a Local Law approving, and the approval by the Mayor of, the act or matter referred to, or any other procedure or process as may be established by the Common Council and the Mayor in accordance with Applicable Laws.
- 1.6 "Department of Aviation" shall mean the City department presently described as the Department of Aviation in the Charter of the City of Syracuse and any successor department.
- 1.7 "Department of Aviation Employees" shall mean the employees of the Department of Aviation whose services are provided to the SRAA by the City under the terms of this Agreement.
- 1.8 "Effective Date" shall mean the date of execution of this Agreement.
- 1.9 "FAA" shall mean the Federal Aviation Administration of the United States Department of Transportation and any successor organization or agency.
- **1.10** "FAA Grant Agreements" shall mean the FAA Airport Improvement Program (AIP) Grant Agreements between the City and/or the SRAA and the FAA and Passenger Facility Charge ("PFC") Records of Decision.
- 1.11 "Grant Agreements" shall mean, collectively, the FAA Airport Improvement Program (AIP) Grant Agreements and Passenger Facility Charge ("PFC") Records of Decision and all other Grant Agreements between the City and/or the SRAA and the FAA, the United States

Department of Transportation ("USDOT"), the New York State Department of Transportation ("NYSDOT"), the New York Air National Guard ("NYANG"), and the Department of Homeland Security, Transportation Security Administration ("TSA").

- 1.12 "Operating Date" shall mean the date established by the FAA for commencement of Airport operations by the SRAA pursuant to the issuance of an Airport Operating Certificate. Except as otherwise provided in this Agreement, the stated rights and obligations of the City and the SRAA will commence with the Operating Date.
- 1.13 "PFCs" shall mean "passenger facility charges" collected from passengers using the Airport pursuant to § 1113(e) of the Federal Aviation Act, as it has been and may be amended from time to time.
- 1.14 "Revenues" shall mean all rates, fees, rents, revenues, charges and other income derived by the SRAA from the operation and leasing of the Airport or Airport-related facilities, including but not limited to all moneys derived or to be derived by title SRAA in payment of rates, fees, rentals and other charges for the use of, and for the services and facilities furnished by, the Airport; proceeds of use and occupancy; proceeds of liability insurance; proceeds of all leases, licenses, permits and concessions derived or to be derived with respect to the Airport; proceeds derived from federal grants or from the assessment of passenger facility charges; proceeds derived from any eminent domain or condemnation award related to a taking or condemnation of the Airport; and income derived or to be derived by the SRAA from the operation of the Airport.
- 1.15 "Transferred Employees" shall mean employees transferred from the City to the SRAA pursuant to and in accordance with Section 2799-fff of the Enabling Act.

### ARTICLE II AIRPORT SERVICES AND EXPENDITURES

Airport Services. The SRAA, as tenant in possession and operator of the Airport, shall retain the City, as an independent contractor, to continue to perform certain services that have been rendered by employees of the City ("Services") under the City's Department of Aviation ("Department of Aviation") for an initial period of approximately ten (10) fiscal years commencing with the Operating Date and ending June 30, 2024, and thereafter for two (2) successive periods of five (5) fiscal years (July 1 to June 30), within the budgetary and policy criteria established by the City and the SRAA, other than the services provided by Transferred Employees, subject to the terms and conditions of this Agreement. Following the completion of the initial period, the SRAA may terminate all Services or any particular Service to be provided in a fiscal year by providing written notice to the City on or before January 1 of the year preceding the fiscal year for which the Services will be terminated, provided however that the SRAA may not elect to terminate any Services unless it has also provided notice to the Mayor of its selection of affected Department of Aviation employees for transfer pursuant to and in accordance with Section 2799-fff of the Enabling Act, and provided further that the SRAA's selection of any employees represented by a union for purposes of collective bargaining shall include all employees in the applicable bargaining unit. The Services will be performed by Department of Aviation Employees within the job titles set forth in Exhibit A.

The parties may revise Exhibit A from time to time, provided that any such revision must be fully approved by the City acting through its Mayor and the SRAA acting through its Executive Director and set forth in a signed writing by authorized representatives of both parties. The SRAA reserves the right to determine the Services to be sought from and provided by the City, with the understanding that the provision of and payment for such Services will be subject to the budgets adopted by the City on an annual basis for the Department of Aviation. Responsibility for Services not sought by the SRAA or approved by the City will be assumed by the SRAA.

Airport Expenditures. The SRAA may retain the City, through its Department of 2.2 Aviation, to continue to make certain expenditures, including certain personal services, equipment, contracted expenses and such other expenses as may be necessary and appropriate for the operation of the Airport ("Expenditures") for an initial period of approximately ten (10) fiscal years commencing with the Operating Date and ending June 30, 2024, and thereafter for two (2) successive periods of five (5) fiscal years (July 1 to June 30), within the budgetary and policy criteria established by the City and the SRAA, subject to reimbursement in full by the SRAA for all the Expenditures and subject to the terms and conditions of this Agreement. Following the completion of the initial period, the SRAA may terminate all Expenditures or any particular Expenditure to be provided in a fiscal year by providing written notice to the City on or before January 1 of the year preceding the fiscal year for which the Expenditures will be terminated. The nature of all the Expenditures will be set forth in Exhibit B. The parties may revise Exhibit B from time to time, provided that any such revision must be fully approved by the City acting through its Mayor and the SRAA acting through its Executive Director and set forth in a signed writing by authorized representatives of both parties. Ownership of equipment, materials and other personal property purchased by the City as Expenditures under this Agreement shall be transferred to the SRAA, subject to reimbursement by the SRAA of the City's actual costs. The SRAA reserves the right to determine the Expenditures to be sought from and provided by the City, with the understanding that the provision of and payment for such Expenditures will be subject to the budgets adopted by the City on an annual basis for the Department of Aviation. Responsibility for Expenditures not sought by the SRAA or approved by the City will be assumed by the SRAA.

## ARTICLE III AIRPORT OPERATIONS

3.1 SRAA Responsibility for Operations. The SRAA, as operator of the Airport, shall have the sole right and responsibility to establish Airport policies and plans, to determine and adopt all Airport budgets, to determine the levels of operational services that may be needed during any year of this Agreement, to set fees, rates and charges, including PFCs and to set standards, criteria, requirements, rules and regulations for the operation, maintenance and development of the Airport, to receive Revenues, and otherwise shall have responsibility for the operation of the Airport to the full extent of the general and special powers granted under the Enabling Act and as required by the FAA. The SRAA shall have the right to make any and all of its determinations regarding the Airport in the manner it solely decides, consistent with applicable law and FAA requirements, to be in the best interests of the SRAA, the Airport and those operating at and using the Airport. Upon reasonable advance notice to the

City, the SRAA reserves the right and authority consistent with FAA requirements to discontinue any of the Services contemplated by this Agreement, and perform them with SRAA staff, by contract with others than the City, or otherwise, and to assume responsibility for the Expenditures contemplated by this Agreement. The SRAA shall at all times maintain the ultimate responsibility for managing, controlling and directing the maintenance and operation of the Airport through its Board of Directors, Executive Director, officers and employees.

- 3.2 Transition of Responsibility for Operations. Prior to the Operating Date of this Agreement, the City will take such actions as may be reasonably necessary to provide for funding of the Services and Expenditures requested by the SRAA through the City's budget process and to transition all of the responsibilities to be assumed by the SRAA commencing upon the Operating Date, consistent with FAA requirements and the transfer of responsibility for Airport operations to the SRAA under the Enabling Act. Employees selected by the SRAA will be transferred from the City to the SRAA pursuant to and in accordance with the terms of Section 2799-fff of the Enabling Act, provided that the SRAA's selection of any employees represented by a union for purposes of collective bargaining shall include all employees in the applicable bargaining unit.
- 3.3 City Assistance with Operations. The City shall also, through its Department of Aviation, in conjunction with the Services and Expenditures contemplated by this Agreement, continue to provide input and recommendations to the SRAA after the Operating Date with respect to the SRAA's establishment of Airport policy, plans, budgets, fees, rates, charges, rules, regulations and criteria for the management, operation and development of the Airport, as it shall deem to be in the best interests of Airport operations. The City shall assist the SRAA, to the degree that may be reasonably requested by the SRAA from time to time, in connection with the SRAA's dealings with all applicable federal and State authorities. However, the SRAA shall remain solely responsible to the FAA and any other government office or agency having jurisdiction over activities at the Airport for the compliance with the SRAA's obligations under the law and under the Grant Agreements.
- 3.4 City Responsibility for Services and Expenditures. The City shall have the responsibility within the parameters of FAA requirements, SRAA policies, plans, budgets and criteria, and within the parameters of all applicable federal, State and local laws, rules and regulations, and in accordance with all applicable contracts and agreements, to carry out its responsibilities under this Agreement to provide Services and make Expenditures in the manner that it shall, in its best professional judgment, determine to be the safest, best and most cost efficient. Except to the extent authorized in this Agreement, and then only to such extent, the City shall not create or incur any obligation or liability on the part of the SRAA without having first obtained the written approval and authorization of the SRAA.
- 3.5 City Provision of Employees to Perform Services. The City shall furnish employees from the Department of Aviation to the SRAA, as may be requested by the SRAA, with appropriate knowledge and experience and in sufficient numbers to provide the Services contemplated by this Agreement, subject to the budgets adopted by the City on an annual basis for the Department of Aviation. The SRAA shall have the obligation to reimburse the City for its actual costs of providing Services, as more fully set forth in Article IV.

- SRAA Executive Director. The SRAA shall, at all times, employ a person designated 3.6 as Executive Director, or such other comparable position as may be established by the SRAA, who shall serve as the SRAA's liaison with the City. As the chief executive officer of the Airport, the Executive Director shall be the primary SRAA representative through whom the City shall report and respond to the SRAA and who shall set up, as appropriate, meetings and discussions between the City and other SRAA representatives. The Executive Director shall review all matters required to be submitted to the SRAA by the City for review and/or approval and shall be the person who shall have the SRAA's authority, unless precluded by law, to issue such approvals. The Executive Director shall meet and communicate with the City's Deputy Commissioner of Aviation ("Deputy Commissioner") on a regular and frequent basis and shall be the SRAA representative responsible for transmitting the SRAA's approvals, needs, requests, concerns and, if any, the SRAA's objections, to the City. All written communications to either party hereto by the other shall be responded to in writing. It is understood and agreed that in the event the SRAA is dissatisfied with any action or performance by the City in connection with the Services and Expenditures contemplated by this Agreement, the Executive Director shall not intrude into the City's relationship with its employees or agents but rather shall transmit such dissatisfaction to the Deputy Commissioner and shall thereafter work with the Deputy Commissioner and such other the City representatives as may be appropriate to resolve such issues. Whenever the consent or approval of the SRAA is required under this Agreement, the City shall be entitled to rely on the written statements and representations of the Executive Director. The terms of this paragraph shall be applicable, in addition to the Executive Director, to that person designated by the Executive Director to act in his/her place.
- City Deputy Commissioner of Aviation. The City shall, at all times that Services are 3.7 provided or Expenditures made hereunder, employ a person designated as Deputy Commissioner, or such other comparable position as may be established by the City ("Deputy Commissioner") who shall, among his or her duties to be devoted exclusively to Airport operations, serve as the City's liaison with the SRAA and who shall be the City representative primarily responsible for interacting with the Executive Director. It is understood and agreed that the Deputy Commissioner shall, barring exigent circumstances, interact with the SRAA only through the Executive Director. The Deputy Commissioner shall meet and communicate with the Executive Director on a regular and frequent basis with regard to the Services and Expenditures, and shall provide all reports, recommendations, information and the like as may be appropriate under this Agreement to such Executive Director. The City, through the Deputy Commissioner, shall timely advise the Executive Director of any and all conditions, circumstances, issues, suggestions, recommendations and the like relating to the Airport which are either required by the terms hereof to be brought, or which the City may reasonably believe should be brought to the attention of the SRAA as lessee and as operator of the Airport. In this regard the City shall at all times bring to the attention of the SRAA all matters of which the City is or should be aware which may materially affect the safe, professional and cost efficient management, operation and development of the Airport in a first class manner. In particular, and without limitation, the Deputy Commissioner shall, as timely as reasonably possible, inform the Executive Director of all emergencies and the occurrence of all unforeseen circumstances relating to the Airport which a Department of Aviation would be expected to report as would be customary and prudent business practices. The terms of this

Section shall be applicable, in addition to the Deputy Commissioner, to any person designated by the Deputy Commissioner to act in his/her place.

- Department of Aviation Staffing. The City shall solicit the input of the SRAA 3.8 regarding its employment and/or assignment of Department of Aviation staff for the performance of the Services. In the event, whether through reassignment, termination, resignation, death, disability or other reason, a position within the Department of Aviation through which any of the Services hereunder have been provided becomes vacant, the Deputy Commissioner shall, as expeditiously as possible, provide the Executive Director notice of such impending or actual event. Such vacant positions will not be filled for purposes of providing Services under this Agreement absent the written approval of the Executive Director. In the event a determination is made to fill the position following receipt of such approval, the Deputy Commissioner shall provide the Executive Director an opportunity for input on the selection of the employee to fill such position. The Executive Director, in consultation with the Mayor, may cause the Deputy Commissioner to remove from the Airport any member of the Department of Aviation staff performing Services under this Agreement who the SRAA, in good faith and exercising reasonable judgment, determines to be unfit for continued employment at the Airport due to misconduct or lack of necessary qualifications. The Executive Director's determination in this regard shall not be binding on any decision by the City to continue the employment of such individual in any position of employment other than at the Airport. In addition, the City will consider the advice of the SRAA with respect to other personnel and management issues within the Department of Aviation in connection with the Services and Expenditures.
- 3.9 Compliance with Legal Obligations. The City and the SRAA, their agents, officers and employees shall comply with all Applicable Laws pertaining to providing of the Services and Expenditures and the fulfillment of their obligations under this Agreement, which are now in effect, or as may hereafter from time to time be amended, promulgated or adopted as the same may apply to or affect the proper conduct of the provision of the Services, and the convenience, necessity, safety and welfare of the public affected thereby.
- 3.10 Satisfaction of Security Requirements. All of the City's employees performing Services at the Airport under this Agreement are to carry photo identification issued by the Airport that will easily and clearly identify the employees while at the Airport. All of the City's employees will be required to comply with point of entry and other security measures that may be in place during the Term of this Agreement, which may include, but is not limited to, verification of photo identification. To the extent the City's employees are required to have access to secured areas of the Airport, the City's employees will have to go through a security background check, threat assessment, fingerprinting and be issued a badge granting access to the requisite secured areas of the Airport.

## ARTICLE IV PAYMENT FOR SERVICES AND EXPENDITURES

**4.1** SRAA Payments to City. Payments under this Agreement shall be in the amount of the direct and indirect costs of Services rendered and Expenditures actually incurred by the City under this Agreement and allocated to the SRAA in accordance with the requirements of

federal OMB Circular A-87. The City shall maintain records of direct and indirect costs under this Agreement in such detail as may be determined to be reasonable and necessary by the SRAA's officers to support payments under this Agreement. The officers of the SRAA, including but not limited to the Chair and Treasurer, may request additional information prior to payment.

- 4.2 Payment Terms. The SRAA shall pay to the City one-twelfth of the annual budgeted costs of Services and Expenditures as determined under Article V on or before the first of the month of each fiscal year in which Services are to be provided or Expenditures are to be made hereunder. Airport personnel costs not included within the Department of Aviation's annual budget such as related payroll taxes, retirement plan costs, medical benefits and the incremental increase in all other post-employment benefits shall be accounted for and included within the monthly services and expenditures payments agreed to herein.
- 4.3 Scope of Services. All services rendered by the City to the SRAA will be deemed part of the Services agreed to be provided under this Agreement, and within the budgeted amounts determined in accordance with Article V, unless the SRAA by Resolution authorizes payment for particular services as additional services.
- 4.4 City Accounting. The City shall maintain all books, documents, papers, accounting records and other information pertaining to costs incurred in providing the Services and making the Expenditures contemplated by this Agreement, including a report of cost allocations made in accordance with OMB Circular A-87, and an annual audit by an independent certified public accountant of the Department of Aviation's actual direct and indirect costs incurred in providing the Services and making the Expenditures hereunder. Such materials are to be available for inspection by SRAA authorized representatives and copies thereof must be furnished upon request.
- 4.5 SRAA Annual Audit Report. The SRAA shall each year cause to be undertaken an annual audit by an independent certified public accountant and shall each year submit to the Mayor of the City within one hundred twenty (120) days from the end of the SRAA's fiscal year a detailed report in accordance with the Enabling Act, with a copy to the Common Council. Copies of reports of corrective actions, if any, will be provided to the Mayor and the Common Council.
- 4.6 Cost Reconciliation. Upon completion of the cost allocation report for each fiscal year, a reconciliation payment shall be made by the SRAA to the City, or a reconciliation credit shall be given by the City to the SRAA, in accordance with actual direct and indirect costs incurred and the cost allocation requirements of OMB Circular A-87.
- 4.7 Enterprise Fund Audit. The City shall complete an audit of the Airport Enterprise Fund prior the date established by the FAA for commencement of Airport operations by the SRAA pursuant to the issuance of an Airport Operating Certificate. The audit report shall be provided to the SRAA, with a copy to the Common Council. Copies of reports of corrective actions, if any, will be provided to the SRAA and the Common Council.

### ARTICLE V BUDGET PROCESS

- 5.1 The SRAA shall make an annual assessment of the level and cost of Services it anticipates will be required under this Agreement, as well as a calculation of the estimated Expenditures, and submit a request to the Mayor, or the Mayor's designee, on or before January 10 of each year for the requisite funding to be included in the Department of Aviation budget for the following July 1 to June 30 fiscal year.
- 5.2 The Mayor shall take the SRAA's request for funding under advisement in preparing the Mayor's budget submission to the Common Council for the Department of Aviation. The Mayor or designee shall provide a copy of the proposed budget for the Department of Aviation to the SRAA at the time of the Mayor's submission to the Common Council. Upon adoption of the annual budget, the City will provide a copy to the SRAA.

# ARTICLE VI REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE SRAA

The SRAA represents, warrants and covenants to the City as follows:

- 6.1 Approval. The SRAA has taken all requisite action to approve this Agreement and the transactions contemplated in this Agreement. This Agreement has been duly and validly authorized, executed and delivered by the SRAA, and constitutes a valid and legally binding obligation of the SRAA.
- 6.2 Operation and Maintenance of Airport by the SRAA. During the term of this Agreement, the SRAA covenants and agrees to operate and maintain, or cause to be operated or maintained, the Airport in accordance with the provisions of the Act.
- 6.3 Airport Agreements. The SRAA may consent to any amendments to the Airport Agreements and may enter into new agreements and amendments thereto, upon the expiration or termination of the Airport Agreements, as the SRAA deems appropriate, provided, that, during the term of this Agreement the City shall have no liability under any such new agreement, amendment or extension.

### ARTICLE VII REPRESENTATIONS AND WARRANTIES OF THE CITY

The City represents and warrants to the SRAA as follows:

7.1 No Litigation. There is no claim pending or threatened before any administrative or regulatory authority which would materially impair the SRAA's right to carry on the operation and maintenance of the Airport as provided in this Agreement, except as has been previously disclosed by the City to the SRAA in a writing specifically referencing this Agreement. The City is not in default with respect to any order or decree of any federal or state court, agency or instrumentality regarding the operation of the Airport.

- 7.2 Contract Performance. The City has in all material respects performed the obligations required to be performed by it to date and is not in default or alleged to be in default in any material respect under any Airport Agreement and there exists no event, condition or occurrence which, after notice or lapse of time, would constitute such a default.
- 7.3 No Undisclosed Agreements, Orders or Liabilities. The City has disclosed to the SRAA all effective agreements, orders, claims and obligations, and is aware of no material liability of any nature, whether accrued, absolute, contingent or otherwise, relating to the Airport not disclosed in this Agreement, or the accompanying Lease Agreement, Grant Assignment and Assumption Agreement, or one or more of the exhibits to these agreements.
- 7.4 Approval. The City has taken all requisite action to approve this Agreement and the transactions contemplated in this Agreement. This Agreement has been duly authorized, executed and delivered by the City and constitutes a valid and legally binding obligation of the City.

### ARTICLE VIII INSURANCE

- 8.1 Public Liability Coverage. The SRAA shall maintain comprehensive broad form general public liability insurance, naming both the SRAA and the City as insureds, against claims for bodily injury or death and damage to personal property occurring on the Airport with coverage limits reasonably adequate to protect against judgments for injury, death and property damage. At the date of this Agreement, a combined single limit policy in the amount of not less than \$250,000,000 for injury and death and for property damage shall be deemed adequate.
- 8.2 Policy Requirements. The insurance provided for in this Article shall be purchased from insurers qualified in the State of New York and of recognized responsibility. Such insurance may be subject to reasonable deductibles. No such insurance shall be subject to cancellation or reduction without at least thirty (30) days' prior written notice given by the insurance carrier to the SRAA, the City and other insured parties.

## ARTICLE IX TERM AND TERMINATION

- 9.1 Term. The term of this Agreement shall commence and be effective as of the Effective Date defined above and shall expire on June 30, 2034.
- 9.2 Termination of Services and Expenditures by SRAA. In the event that the City shall fail to perform any material obligation with regard to Services and Expenditures hereunder, the SRAA may give the City written notice specifying such failure and if any such failure shall continue for thirty (30) calendar days (24 hours for failures that relate to employee, public or aviation health, safety or-welfare) after the receipt of such notice by the City, the SRAA may terminate such Services or Expenditures upon thirty (30) days advance notice to the City. Notwithstanding the foregoing, if any failure of performance is of such a nature that it cannot reasonably be corrected within such thirty (30) day (or 24 hour) period, and if the

City has commenced to remedy its failure promptly after the receipt of such notice and shall continuously and diligently proceed in good faith to correct such failure of performance, then the period for correction shall be extended for such length of time as is reasonably necessary to complete the same. The foregoing notwithstanding, in the event any such failure by the City constitutes an imminent, serious threat to the continued health, safety or welfare of any person or persons at or using the Airport, the SRAA shall have the right to terminate the Services or Expenditures upon the City's failure to rectify the same within five (5) days following the receipt of written notice thereof. Any such termination shall be effective at the conclusion of such five (5) day period.

- 9.3 Termination of Services and Expenditures by City. In the event the SRAA shall fail to make payments to the City as provided in Article IV or shall fail to perform any other material obligation hereunder, the City may give the SRAA written notice specifying such failure and, if such failure shall continue for thirty (30) days after the receipt by SRAA of such notice, the City may terminate the Services or Expenditures upon one hundred eighty (180) days prior written notice. The City shall provide a copy of the notice to its Deputy Commissioner and such other parties as it considers appropriate. Notwithstanding the foregoing, if any failure of performance is of such a nature that it cannot reasonably be corrected within such thirty (30) day period, and if the SRAA has commenced to remedy its failure promptly after the receipt of such notice and shall continuously and diligently proceed in good faith to correct such failure of performance, then the period for correction shall be extended for such length of time as is reasonably necessary to complete the same.
- 9.4 In the event of the financial failure of the City or the SRAA resulting in an assignment for the benefit of creditors, or in the commencement of voluntary or involuntary bankruptcy proceedings or in the filing of any petition for reorganization, or in the commencement of any other proceeding for the attachment, dissolution or reorganization of the business of the City, this Agreement shall in that event, at the sole and exclusive option of the SRAA or the City, immediately terminate and become null and void and of no effect in the hands of any assignee, trustee or receiver, or other representative or creditor of the City or the SRAA.

### ARTICLE X **DEFENSE AND INDEMNIFICATION**

10.1 Indemnification of the SRAA by the City. The City shall defend, indemnify and hold harmless the SRAA and its directors, officers, agents and employees from and against all liabilities, claims, actions, demands, damages and costs of every nature, including attorneys' fees, brought against the SRAA and its directors, officers, employees or agents, for any injury to person (including wrongful death) or damage to property directly or indirectly arising out of, or incidental to, this Agreement or occasioned by the negligence or willful misconduct of the City, its officers, employees and agents, except that the City will not be required to indemnify and save harmless the SRAA and its agents, officers and employees for those occurrences caused by the SRAA, its officers, employees or agents, or any third party's negligence or willful misconduct. The City shall defend the SRAA and its directors, officers, agents and employees with regards to any occurrence until a final determination (including the exhaustion of all appeals of said determination) has been made by a court of competent jurisdiction or a duly impaneled petit jury that an occurrence or occurrences were caused by

the SRAA's negligence or willful misconduct and/or were caused by any third party's negligence or willful misconduct and/or the City, its agents, officers and employees did not commit negligence or willful misconduct.

- 10.2 Indemnification of the SRAA by the City. The City further shall indemnify and hold harmless the SRAA and its directors, officers, employees, agents and attorneys from all costs and liabilities of every kind arising from (a) any claim by employees of the City or former employees of the City for benefits or compensation, except as otherwise specifically provided in this Agreement; (b) any claim related to the collection or disposition of funds received by the City under any Grant Agreements to the extent any such claim arises from any negligent acts or omissions of the City (or its representatives) or violations by the City (or its representatives) of the Grant Agreements; and (c) any claim made with respect to violations of the Grant Agreements to the extent any such claim arises from any negligent acts or omissions of the City (or its representatives). Notwithstanding anything to the contrary contained in this section, the City shall not be required to indemnify the SRAA, its directors, officers, employees, agents and attorneys to the extent that any liability or claim (i) arises from or relates to any negligent acts or omissions of the SRAA, its directors, officers, employees, agents or attorneys, or (ii) is covered by SRAA liability insurance.
- SRAA Indemnification of the City. The SRAA shall defend, indemnify and hold harmless the City and its officers, agents and employees from and against all liabilities, claims, actions, demands, damages and costs of every nature, including attorneys' fees, brought against the City and its officers, employees or agents, for any injury to person (including wrongful death) or damage to property directly or indirectly arising out of, or incidental to, this Agreement or occasioned by the negligence or willful misconduct of the SRAA, its officers, employee and agents, except that the SRAA will not be required to indemnify and save harmless the City and its agents, officers and employees for those occurrences (i) caused by the City, its officers, employees or agents, or any third party's negligence or willful misconduct; (ii) covered by City insurance; or (iii) relating to the taxexempt status of City Debt. The SRAA shall defend the City, and its agents, officers and employees with regards to any occurrence until a final determination (including the exhaustion of all appeals of said determination) has been made by a court of competent jurisdiction or a duly impaneled petit jury that an occurrence or occurrences were caused by the City's negligence or willful misconduct and/or were caused by any third party's negligence or willful misconduct and/or the SRAA, its directors, officers, agents and employees did not commit negligence or willful misconduct.
- 10.4 SRAA Indemnification of the City. The SRAA further shall indemnify and hold harmless the City from any claim by employees or former employees of the City for compensation or benefits of employment in connection with services they had provided or sought to provide at the Airport as City employees at any time prior to the Operating Date, upon a final determination (including the exhaustion of all appeals of said determination) made by a court of competent that such compensation or benefits are owing, but only to the extent that such payments may properly be made from the Aviation Enterprise Fund consistent with applicable FAA requirements.

- 10.5 Defense of Claims. Each party is obligated to provide the defense and indemnification required by this Article regardless of whether or not that party has insurance for any or all of its obligations to provide defense and indemnification pursuant to this Article. The obligation of the City to defend under the terms of this Agreement shall be with counsel selected by the SRAA, provided that the selection shall be subject to approval by the City. The obligation of the SRAA to defend under the terms of this Agreement shall be with counsel selected by the City, provided that the selection shall be subject to approval by the SRAA. Neither party shall settle or compromise any claim without the approval of the other party.
- 10.6 Survival of Indemnification Obligations. Each party's obligation to protect, defend, indemnify and hold harmless, as set forth in this Article, shall survive the termination or expiration of this Agreement and shall include any and all reasonable attorneys' fees and investigation expenses, reasonably and necessarily incurred by the other party in the defense and/or handling of said such, claims, judgments, and the like, and in enforcing and/or obtaining compliance with the provisions of this Article.

## ARTICLE XI MISCELLANEOUS PROVISIONS

- 11.1 Assignment and Subcontractors. Neither this Agreement nor the Services agreed to be provided may be assigned, sublet or contracted out by the City without the approval of the SRAA by a Resolution duly adopted by the SRAA. To the extent that the assignment of any Airport Agreement shall require the approval of any other party, this Agreement shall not constitute an agreement to assign the same if the attempted assignment would constitute a material breach thereof. The City and the SRAA agree to use reasonable efforts in each case to obtain each such approval to the assignment to the SRAA and, failing to obtain such approval, to cooperate with each other in order to effect a reasonable arrangement for performance under any such non-assigned agreement.
- 11.2 Entire Agreement This Agreement represents the entire agreement between the SRAA and the City regarding Airport Services, and there are no collateral or oral agreements or understandings with respect to the subject matter of this Agreement. This Agreement shall not be modified in any manner except by an instrument in writing executed by the parties.
- 11.3 Damages and Delays. The City and SRAA agree that no charges or claims for damages shall be made by them for any delays or hindrances from any cause whatsoever.
- 11.4 Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
- 11.5 Notices. Unless otherwise notified in writing to the contrary, any notice required or permitted by the terms of this Agreement to be given any party hereto shall be deemed sufficient when received by the party to be notified if the notice is in writing and either personally delivered or mailed by certified mail, postage prepaid and return receipt requested, addressed as follows:

#### If to the City:

City of Syracuse Office of the Mayor City Hall Syracuse, New York 13202

#### With a copy to:

City of Syracuse Office of Corporation Counsel City Hall Syracuse, New York 13202

#### If to the SRAA:

Syracuse Regional Airport Authority 1000 Col. Eileen Collins Blvd. Syracuse, New York 13212 Attn: Chief Executive Officer

#### With a copy to:

Hancock Estabrook, LLP 1500 AXA Tower I 100 Madison Street Syracuse, New York 13202 Attn: John T. McCann, Esq.

- 11.6 Third Party Beneficiaries. This Agreement is not intended to create any rights as a third party beneficiary in any person or entity whatsoever, except to the extent that the FAA is intended to be a third party beneficiary with respect to this Agreement. With the exception of the FAA, it is not intended that any other person or entity shall have standing to enforce or the right to seek enforcement by suit or otherwise of any provision of this Agreement whatsoever. The Services rendered under this Agreement are for the sole benefit of the SRAA and neither this Agreement nor any Service rendered hereunder shall give rise to, or shall be deemed to or construed so as to confer, any right, claim or cause of action of any other party as a third party beneficiary or otherwise.
- 11.7 Waiver. No purported or alleged waiver of any of the provisions of this Agreement shall be valid or effective unless in writing signed by the party against whom it is sought to be enforced. Failure of a party to insist upon strict performance of any of the covenants or conditions of this Agreement shall not be construed as a waiver or relinquishment of any of the covenants or conditions contained herein, but the same shall remain in full force and effect. No waiver by a party of any default by the other party of any of the terms, covenants, or conditions of this Agreement shall be construed to be a waiver of any subsequent default. The acceptance of performance of all or any part of this Agreement by either party for or during any period or periods after the other party's default shall not be deemed a waiver of the

non-defaulting party's right to declare a default or cancel this Agreement for a subsequent breach thereof.

- 11.8 Stipulation. Each party stipulates that to the best of its knowledge, no officer or employee of the party or any other public officer or employee forbidden by law, is interested in, or will derive income from, or is a party to, this Agreement.
- 11.9 Section and Article Headings. The Section and/or Article headings used throughout this Agreement are for the convenience of the SRAA and the City for reference purposes only and are not intended, nor shall they be used, to define or limit the scope of any provisions of this Agreement, to construe the intent of this Agreement, or any part thereof, nor to modify, amplify or aid in the interpretation or construction of the provisions thereof.
- 11.10 Procurement Lobbying. To the extent this Agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this Agreement, the City certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the SRAA may terminate the Agreement by providing written notification to the City in accordance with the terms of the Agreement.
- 11.11 Independent Contractor. The City, its officers, agents and employees, in accordance with its status as an independent contractor in providing the Services and making the Expenditures contemplated by this Agreement, 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 officer, employee or representative of the SRAA or the Airport. Notwithstanding anything to the contrary contained herein, the City shall not be deemed to be a partner of the SRAA.
- 11.12 Governing Law. This Agreement shall be governed by the laws of the State of New York. It is agreed that each and every provision of law required by law to be included herein shall be deemed to be included as though set forth at length. The parties agree that this Agreement does not waive or dispense with the requirements of any law including but not limited to New York Public Authorities Law and the Enabling Act.
- 11.13 Venue. Venue of any legal action commenced under this Agreement shall be in the State or Federal Courts of Onondaga County, New York.
- 11.14 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall, be deemed an original for all purposes.

IN WITNESS WHEREOF, the SRAA has caused its name to be hereunto subscribed and its corporate seal to be affixed hereunto by its Secretary and the City has caused its corporate seal to be hereunto affixed by its City Clerk and this indenture to be subscribed by its Mayor as of the date and year first above written.

John P. Copana

City Clerk

Stephanie A. Miner

Mayor

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Secretary

SYRACUSE REGIONAL AIRPORT AUTHORITY William P. Fisher

STATE OF NEW YORK COUNTY OF ONONDAGA )ss.:

On this 25th day of November 2013, before me, the undersigned, personally appeared Stephanie A. Miner, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and who being duly sworn, deposes and states: that she resides in the City of Syracuse, New York and is the Mayor of the City of Syracuse, the corporation described in and which executed the within instrument; that she executed the within instrument in her capacity as Mayor of the City of Syracuse; that by her signature on the instrument, the City of Syracuse executed the instrument; that she knows the corporate seal of said City of Syracuse and it was so affixed pursuant to the Charter of the City and that she signed said instrument as Mayor of said City of Syracuse by like authority; and the said Stephanie A. Miner further says that she is acquainted with John P. Copanas and knows him to be the City Clerk of said City of Syracuse and that the signature of John P. Copanas was hereto subscribed pursuant to said Charter.

Chair

Notary Public Ondary Public in the State of New York

No. 01EN5039029 My Commission Expires

STATE OF NEW YORK COUNTY OF ONONDAGA )ss.:

On this 22 rd day of November 2013, before me, the undersigned, personally appeared William P. Fisher, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and who being duly sworn, deposes and states: that he resides in Camillus, New York and is the Chair of the Syracuse Regional Airport Authority, the corporation described in and which executed the within instrument; that he executed the within instrument in his capacity as Chair of the Syracuse Regional Airport Authority; that by his signature on the instrument, the Syracuse Regional Airport Authority executed the instrument; that he knows the corporate seal of said Syracuse Regional Airport Authority and it was so affixed pursuant to the Organizational By-Laws of the SRAA and that he signed said instrument as Chair of said Syracuse Regional Airport Authority by like SRAA; and the said William P. Fisher further says that he is acquainted with Christina R. Callahan and knows her to be the Secretary of said Syracuse Regional Airport Authority and that the signature of Christina R. Callahan was hereto subscribed pursuant to said Organizational By-Laws.

May Bith Feel Notary Public

MARY BETH RICE Notary Public, State of New York No. 4775559

Qualified in Onondaga County 14

Commission Expires June 30, 20

SS.:

On this 271 day of 12013, before me, the undersigned, personally appeared Stephanie A. Miner, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and who being duly sworn, deposes and states: that she resides in the City of Syracuse, New York and is the Mayor of the City of Syracuse, the corporation described in and which executed the within instrument; that she executed the within instrument in her capacity as Mayor of the City of Syracuse; that by her signature on the instrument, the City of Syracuse executed the instrument; that she knows the corporate seal of said City of Syracuse and it was so affixed pursuant to the Charter of the City and that she signed said instrument as Mayor of said City of Syracuse by like authority; and the said Stephanie A. Miner further says that she is acquainted with John P. Copanas and knows him to be the City Clerk of said City of Syracuse and that the signature of John P. Copanas was hereto subscribed pursuant to said Charter.

Notary Public

CHRISTINE ENRIGHT
Notary Public in the State of New York
Qualified in Onondaga County
No. 01EN503902913 (15)
My Commission Expires

STATE OF NEW YORK ) COUNTY OF ONONDAGA )

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On this day of North 2013, before me, the undersigned, personally appeared William P. Fisher, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and who being duly sworn, deposes and states: that he resides in Camillus, New York and is the Chair of the Syracuse Regional Airport Authority, the corporation described in and which executed the within instrument; that he executed the within instrument in his capacity as Chair of the Syracuse Regional Airport Authority; that by his signature on the instrument, the Syracuse Regional Airport Authority executed the instrument; that he knows the corporate seal of said Syracuse Regional Airport Authority and it was so affixed pursuant to the Organizational By-Laws of the SRAA and that he signed said instrument as Chair of said Syracuse Regional Airport Authority by like SRAA; and the said William P. Fisher further says that he is acquainted with Christina R. Callahan and knows her to be the Secretary of said Syracuse Regional Airport Authority and that the signature of Christina R. Callahan was hereto subscribed pursuant to said Organizational By-Laws.

Christine Enright Notary Public

CHRISTINE ENRIGHT
Notary Public in the State of New York
Qualified in Onondaga County
No. 01EN5039029
My Commission Expires 3 3 5

### Exhibit A - Job Titles

### **Department of Aviation Job Titles**

Accountant I Accountant II Administrative Assistant Airport Custodial Crewleader Airport Custodial Worker I Airport Maintenance Crewleader Airport Maintenance Supervisor Airport Maintenance Worker I Airport Maintenance Worker II **Airport Operations Worker** Carpenter Clerk III Electrician Equipment Mechanic III (HEM II) **Facilities Engineer** Gardener **Geographic Information Specialist** Heavy Equip Maintenance Crewleader Personnel Administrator Plumber Steamfitter Storekeeper

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#### **Finance Committee Meeting Minutes**

#### **April 7, 2017**

These minutes outline the activities of the Syracuse Regional Airport Authority (SRAA) Finance Committee from the meeting held on April 7, 2017 in the Syracuse Regional Airport Authority Board Room located at Syracuse Hancock International Airport.

The meeting was called to order at 11:09 a.m. by Mr. William Fisher.

#### I. Roll Call

In attendance: Mr. John Johnson, Ms. Beth Rougeux, Mr. William Fisher, Mr. Michael Lazar, Ms. Christina Callahan, Mr. Trent Amond, Ms. Jennifer Sweetland, Ms. Maureen Fogarty, Ms. Linda Ryan and Mr. John Clark.

Absent: Dr. Shiu-Kai Chin

#### **Approval of Minutes from the Previous Meeting**

Mr. Fisher opened the meeting with a review of the February 3, 2017 Finance Committee meeting minutes.

A motion was made by Ms. Rougeux and seconded by Mr. Lazar to accept the February 3, 2017 meeting minutes. The minutes were unanimously approved.

#### II. New Business

Mr. Amond reviewed the first draft of the 2017/18 Operating Budget with the Committee and stated that he will provide them with the second draft at the next Finance Committee meeting on May 12, 2017.

Mr. Johnson asked Mr. Amond why the concession projection for the proposed 2017/18 budget went down from the amount that was budgeted in the 2016/17. He asked if the airport expected the terminal concession revenue to go down in the upcoming year. Mr. Amond stated that the concession category in the budget wasn't just strictly terminal concessions. He stated that there have been reclassifications in the past year and he would provide the Committee with additional information.

Ms. Callahan stated that management would provide additional clarification and detail regarding concessions.

Mr. Fisher asked management to also provide detail regarding the cost per enplanement passenger. Ms. Callahan stated that she would get the Committee that information for their review.

Mr. Fisher asked Mr. Amond how the Authority was progressing on reducing the fees paid back to the City for interdepartmental costs. Mr. Amond stated that the Authority hasn't seen a reduction in those costs at this point. Ms. Fogarty stated that the Authority is close to finalizing the 2014/15 cost allocation study and she believes that once the 2015/16 reconciliation starts, the Authority will begin to see a reduction in most, but not all interdepartmental costs. The Committee discussed how the reconciliation process with the City of Syracuse works and what costs are included in that reconciliation.

Mr. Fisher informed the Committee that they should submit additional questions regarding the budget to management before the May 12, 2017 meeting when they will review the second version of the budget.

Mr. Amond updated the Committee on interim financing options for the Terminal Improvement project.

#### **Adjournment**

The meeting was adjourned at 11:50 a.m.

Respectfully submitted,

Mr. William Fisher

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