



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

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

Minutes of the Regular Meeting of the Albany County Airport Authority

ACAA Approved
 08-26-2019

June 10, 2019

Pursuant to notice duly given and posted, the regular meeting of the Albany County Airport Authority was called to order on Monday, June 10, 2019 @ 11:30 a.m. in the 3rd Floor Conference Room of the main terminal located at the Albany International Airport by Chairman Kenneth J. Doyle with the following present:

MEMBERS PRESENT

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

MEMBERS ABSENT

STAFF

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

ATTENDEES

Fred Acunto, Airport Manager, AvPorts
 John DelBalso, Assistant Airport Manager, AvPorts
 Bob Heitz, Manager Million Air
 Michael DeSocio, Business Review
 Eric Anderson, Times Union

1. CHAIRMAN'S REMARKS

2. MINUTES

Mr. Hicks moved to approve the minutes of the May 6, 2019 Regular Meeting.

The motion was adopted unanimously.

3. COMMUNICATIONS AND REPORT OF CHIEF EXECUTIVE OFFICER

Mr. O'Donnell presented the Communications and Report of the Chief Executive Officer for the month of June 2019.

4. INTERESTING CORRESPONDENCE

Noted

MANAGEMENT REPORTS:

5. Chief Financial Officer

Mr. O'Reilly presented the following:

- 5.1 Statistical and Financial Performance**
- 5.2 Comparison of Enplanements**
- 5.3 Summary of Airline Scheduled Flights and Markets**
- 5.4 USDOT Arrival and Departure Statistics**

6. Project Development

Mr. Iachetta presented the Project Development Status Report for the month of June 2019.

7. Counsel

8. Concessions/Ambassador Program

Ms. Chadderdon presented the Concessions/Ambassador Status Report for the month of June 2019.

9. Public Affairs

Mr. Myers presented the Public Affairs Status Report for the month of June 2019.

Action Items:

10. Authorization of Contracts/Leases/Contract Negotiations/Contract Amendments

10.1 Professional Service Contract: Contract No. S-1013 Facility Improvements for the Air Traffic Control Tower with Sage Engineering Associates, LLP

Mr. O'Donnell recommended authorization to approve selection of Sage Engineering Associates, LLP to provide consulting design services for improvements to the FAA Air Traffic Control Tower. He advised Sage Engineering prepared a fee schedule and staff negotiated with the consultant and arrived at a reasonable fee of \$195,326. He further advised the Scope of

Services is based upon a facility assessment of the entire building. Also, this design work and subsequent construction is being requested by the FAA in preparation of a new 10-year to 20-year lease proposal. Our CFO, Bill O'Reilly, is leading the discussion in pursuit of securing a long term lease with the FAA administrators. This contract will be funded from CPN account number 2276 and will be 100% airport funded.

Dr. Greenberg inquired that the bid was before negotiations? Mr. O'Donnell advised the bids were around \$240,000.

Mr. Gorman advised if these funds are in the budget. Mr. O'Reilly said the funds are in the Capital Plan and we will lease at fair value.

Ms. Reilly advised if the funds may be reimbursed. Mr. O'Reilly advised they will be reimbursed through PFC funding.

Mr. Hicks asked if this was a bid process. Mr. O'Donnell advised we followed State Finance Law to solicit bids.

Mr. Hicks inquired if the award was contingent upon MWBE or SDODV participation. Mr. O'Donnell advised the firms will meet the goal requirements.

Mr. Heider moved to authorize professional service Contract S-1013 with Sage Engineering Associates, LLP in the amount of \$195,326. The motion was adopted unanimously.

10.2 Construction Contract: Authorization to Award Construction Contract 946- E Runway 10-28 and Taxiways C, H, J, K & N Edge Lighting Systems Replacement to DLC Electric, Inc.

Mr. LaClair recommended authorization to award Contract No. 946-E for Runway 10-28 and Taxiways C, H, J, K & N Edge Lighting Systems Replacement to DLC Electric, Inc. for \$2,639,379.31. He advised the contract work includes the removal of the existing edge lights and replacement with LED edge lights, including new conduit and wiring and is contingent upon engineer's review and recommendation and FAA concurrence. This contract will be funded from CPN account number 2251 and will be funded 90% federally, 5% state and 5% airport.

Mr. Heider advised that he was concerned with the new contract amount. Mr. O'Donnell advised we are still under budget.

Mr. Gorman stated that with two bidders in the same proximity do we believe it was a valid error. Mr. O'Donnell advised we will review the error.

Mr. Hicks inquired if the apprenticeship language is applicable. Mr. O'Donnell confirmed it was.

Mr. Hicks moved to authorize the award of construction contract 946-E Runway 10-28 and Taxiways C, H, J, K & N Edge Lighting Systems Replacement to DLC Electric, Inc. in the amount of \$2,639,379.31 contingent upon engineer's review and recommendation and FAA concurrence. The motion was adopted unanimously.

10.3 Purchase Order: Purchase of Two (2) Airport Shuttle Buses

Mr. O'Reilly recommended authorization to purchase two (2) passenger shuttle buses from Creative Bus Sales of Chino, California, under competitively awarded contract awarded by the State of Georgia. The request is being made for the purchase of two unleaded gas powered buses at a combined cost of \$131,590. These buses will replace the two older buses that have reached the end of their service life which is generally about eight years. These buses are configured for 13 passengers including two wheel chairs (11+2 seating). Delivery is expected in 2019 as lead time is six months.

This purchase is from a competitively awarded contract by another public entity as provided for in the Authority's Procurement Guidelines. The contract was awarded by the State of Georgia. This purchase will be funded from account number 2190 – Capital Equipment and 100% airport funded.

Father Doyle asked if these buses will be adding to our fleet. Mr. O'Reilly advised it will be adding to the fleet as we are cycling out buses that have around 200,000 miles on them.

Mr. Fresina asked how many buses we currently have. Mr. O'Reilly advised we currently have 7 buses in the fleet.

Mr. Hicks asked what we do with our retired buses. Mr. O'Reilly advised we sell them for scrap.

Ms. Reilly moved to authorize said Purchase Order. The motion was adopted unanimously.

10.4 Professional Service Contract Amendment: Amendment No. 1 to Professional Services Contract 999-I: Construction Inspection for the New Parking Garage and Terminal Amenities with Creighton Manning, LLP

Mr. LaClair recommended authorization to award Amendment #1 to Professional Service Contract S-999-I Construction Inspection Services for the New Parking Garage and Terminal Amenities with Creighton Manning, LLP in the amount of \$400,000.

Mr. Heider moved to authorize Amendment No. 1 to Contract No. S-999-I Construction Inspection Services for Creighton Manning, LLP for the New Parking Garage and Terminal Amenities in the amount of \$400,000. The motion was adopted unanimously.

10.5 Operating Permit: Approve Transportation Network Company Operating Permit.

Mr. O'Reilly recommended authorization to approve the Transportation Network Company Operating Permit (TNC). He advised that Chapter 59 of the Laws of 2017, established the legal requirements for Transportation Network Companies (TNC's) to operate in New York State and specifically preserved the rights of Airports located outside of a city with a population of one million or more to enter into contracts or other agreements, adopt regulations, and impose reasonable fees. He further advised that in 2017 the Authority commissioned a study by InterVISTAS Consulting Inc.

(InterVISTAS) to make recommendations in respect to commercial vehicle fees charged at the Airport. Based upon the recommendation of InterVISTAS, the Authority adopted a permit with a term for twenty-four (24) months from June 29, 2017. The 2017 TNC Operating Permit requires \$2 drop-off and \$2 pick-up fee and a \$5,000 start-up fee. At this time, Staff is recommending the permit term be coterminous for all TNC Operating Permit Holders for the next term ending June 30, 2020, the drop-off and pick-up fee be adjusted to \$2.09 to reflect inflation during the past 24 months, and the permit issuance fee be reduced to \$2,500 from \$5,000.

Father Doyle inquired about the total fee and if we will come out ahead. Mr. O'Reilly advised we won't lose anything and the old permit could change without their approval.

Mr. Hicks moved to authorize that for all TNC Operating Permit Holders for the next term ending June 30, 2020 the drop-off and pick-up fee be adjusted to \$2.09 to reflect inflation during the past 24 months, and the permit issuance fee be reduced to \$2,500 from \$5,000. The motion was adopted unanimously.

10.6 Amendment No. 1: Contract No. S-946 – Runway 10-28 and Taxiways C, H, J, K & N Edge Lighting Systems Replacement

Mr. LaClair recommended authorization to approve Amendment No. 1 to Professional Service Contract No. S-946 for Runway 10-28 and Taxiway C Edge Lighting Replacement to C&S Companies for Construction Inspection in the amount of \$253,000. He advised the firm was previously selected as the most qualified firm responding to a competitive Request for Qualifications process. Their fee for services was subsequently established by negotiation as provided for in the Federal Aviation Administration Advisory Circular 150/5100-14-D. The proposed fee will include all construction inspection services during the execution of the construction contract and is in conformance with the Disadvantaged Business Enterprise requirements. This contract will be funded from CPN account number 2214 and will be funded 90% federally, 5% state and 5% airport.

Dr. Greenberg moved to approve Amendment No. 1 to Professional Service Contract No. S-946 for Runway 10-28 and Taxiway C Edge Lighting Replacement to C&S Companies for Construction Inspection. In the amount of \$253,000. The motion was adopted unanimously.

11. Authorization of Change Orders

11.1 Change Order #1: Authorization to award Change Order #1 to Contract # 989-SF New Parking Garage Site and Foundations to LeChase Construction Services, LLC.

Mr. LaClair recommended authorization to approve Change Order No. 1 for Contract 989-SF for New Parking Garage Site and Foundations, to LeChase Construction Services LLC of Schenectady, N.Y. in the amount of \$197,569.82 to address additional work required due to unforeseen site conditions. The contract scope includes removal and/or relocation of existing underground utilities and the driving of H-piles for the garage foundation. During the course of the site work the contractor encountered additional unknown utilities which required additional work to relocate. While driving the H-piles for the foundation, the H-piles needed

to be driven through a known artesian well. The contractor had bid as an alternate, drilling a depressurization well, in case the artesian came to the surface. The artesian was observed coming to the surface at one location, forcing the need for a depressurization well.

Mr. Fresina asked if the \$200k was not built into the base bid of the project. Mr. O'Donnell advised the amount was included in an add alternate.

Mr. Hicks moved to authorize Change Order No. 1 for Contract 989-SF for New Parking Garage Site and Foundations, to LeChase Construction Services LLC of Schenectady, N.Y. in the amount of \$197,569.82 to address additional work required due to unforeseen site conditions. The motion was adopted unanimously.

12. Authorization of Federal and State Grants

12.1 State Grant: Acceptance of New York State Aviation Project Funding Agreement DOT PIN 1A00.96; Design and Construct Terminal Parking Photovoltaic Solar

Mr. O'Reilly recommended acceptance of New York State Aviation Project Funding [Grant] Agreement DOT-PIN 1A00.96; Comptroller's Contract #K007365 to accept the State funding in 70% State and 30% Authority share allocation amounts noted above with a total grant budget of \$2,000,000 for final engineering and construction. He advised that based on preliminary concept design, the grant will support a new 45,848 SF photovoltaic solar array in the terminal surface parking area for the benefit of vehicle and pedestrian weather protection and clean efficient local electric production to provide a portion of terminal power consumption. The solar array will generate 423,033Kwh per year resulting in approximate savings of \$62,187 annually. The solar canopy is a Type 2 action under SEQRA with no potential adverse effect. An RFQ for engineering Contract S-1009 and competitive bidding for construction Contract 1009-E are scheduled for summer 2019.

Mr. Hicks inquired as to where the terminal parking photovoltaic will be located. Mr. O'Reilly advised it will be located in the long term parking lot west of the Revenue Control Building.

Dr. Greenberg moved to authorize Acceptance of New York State Aviation Project Funding [Grant] Agreement DOT-PIN 1A00.96 for Design and Construct Terminal Parking Photovoltaic. The motion was adopted unanimously.

13. State Environmental Quality Review (SEQR) - Authorization to Accept Lead Agency Designation for the 2019 Airport Improvement Program Airfield Drainage Culvert Replacement Project and accept findings of No Negative Impact and filing of Negative Declaration.

Mr. Iachetta recommended authorization to formally accept the designation of SEQR Lead Agency for the Designation for the 2019 Airport Improvement Program Airfield Drainage Culvert Replacement Project and accept findings of no Negative Impact and filing of Negative Declaration. He advised the proposed action is defined as a SEQR "Unlisted Action" as proposed improvements involve replacement and addition of storm water drainage pipes on and off the airfield Town of Colonie and County of Albany roadway crossings as noted on the attached site plan. The Short Environmental Assessment is attached with a project site location mapping. Funding is programmed with FAA-AIP for FFY 2019. A SEQR Negative Declaration is recommended. Wetland avoidance has been

demonstrated and no off-airport, wetland or critical resources would be subject to potential impact as a result of the proposed safety improvements.

Dr. Greenberg moved to accept the designation of SEQR Lead the Designation for the 2019 Airport Improvement Program Airfield Drainage Culvert Replacement Project and accept findings of a Negative Impact and filing of Negative Declaration. The motion was adopted unanimously.

14. Emergency Procurement Approvals by CEO - Informational Only - None

Old Business: - None

New Business: - None

Executive Session:

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

ES-1 – Matter leading to the promotion of a particular corporation.

ES-2 – Matter leading to the promotion of a particular corporation.

ES-3 – Matter leading to the promotion of a particular corporation.

ES-4 – Employment history of a particular individual.

ES-5 – Employment history of a particular individual.

The motion was adopted unanimously.

There being no further business, the meeting was adjourned at 12:45 p.m.



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REGULAR MEETING

AGENDA

June 10, 2019

General:

1. Chairman's Remarks
2. Approval of Minutes
Regular Meeting – May 6, 2019
3. Communications and Report of Chief Executive Officer
4. Interesting Correspondence

Management Reports:

5. Chief Financial Officer
 - 5.1 Statistical and Financial Performance
 - 5.2 Comparison of Enplanements
 - 5.3 Summary of Airline Scheduled Flights and Markets
 - 5.4 USDOT Arrival and Departure Statistics
6. Project Development
7. Counsel
8. Concessions/Ambassador Program
9. Public Affairs

Action Items:

10. Authorization of Contracts/Leases/Contract Negotiations/Contract Amendments
 - 10.1 Professional Service Contract: Contract No. S-1013 Facility Improvements for the Air Traffic Control Tower with Sage Engineering Associates, LLP

- 10.2 **Construction Contract: Authorization to Award Construction Contract 946- E Runway 10-28 and Taxiways C, H, J, K & N Edge Lighting Systems Replacement to Stilsing Electric, Inc.**
 - 10.3 **Purchase Order: Purchase of Two (2) Airport Shuttle Buses**
 - 10.4 **Professional Service Contract Amendment: Amendment No. 1 to Professional Services Contract 999-I: Construction Inspection for the New Parking Garage and Terminal Amenities with Creighton Manning, LLP**
 - 10.5 **Operating Permit: Approve Transportation Network Company Operating Permit.**
 - 10.6 **Amendment No. 1: Contract No. S-946 – Runway 10-28 and Taxiways C, H, J, K & N Edge Lighting Systems Replacement**
11. **Authorization of Change Orders**
- 11.1 **Change Order #1: Authorization to award Change Order #1 to Contract # 989-SF New Parking Garage Site and Foundations to LeChase Construction Services, LLC.**
12. **Authorization of Federal and State Grants**
- 12.1 **State Grant: Acceptance of New York State Aviation Project Funding Agreement DOT PIN 1A00.96; Design and Construct Terminal Parking Photovoltaic Solar**
13. **State Environmental Quality Review (SEQR) - Authorization to Accept Lead Agency Designation for the 2019 Airport Improvement Program Airfield Drainage Culvert Replacement Project and accept findings of No Negative Impact and filing of Negative Declaration.**
14. **Procurement Approvals by CEO – Informational Only**

None

Old Business:

New Business:

Executive Session:

ES-1 – Matter leading to the promotion of a particular corporation.

ES-2 – Employment history of a particular individual.

Attorney-Client Privilege Matters:



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1. **Chairman's Remarks**
2. **Approval of Minutes**
Regular Meeting – May 6, 2019
3. **Communications and Report of Chief Executive Officer**
4. **Interesting Correspondence**

Management Reports:

5. **Chief Financial Officer**
 - 5.1 **Statistical and Financial Performance**
 - 5.2 **Comparison of Enplanements**
 - 5.3 **Summary of Airline Scheduled Flights and Markets**
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6. **Project Development**
7. **Counsel**
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Action Items:

10. **Authorization of Contracts/Leases/Contract Negotiations/Contract Amendments**
 - 10.1 **Professional Service Contract: Contract No. S-1013 Facility Improvements for the Air Traffic Control Tower with Sage Engineering Associates, LLP**
 - 10.2 **Construction Contract: Authorization to Award Construction Contract 946- E Runway 10-28 and Taxiways C, H, J, K & N Edge Lighting Systems Replacement to Stilsing Electric, Inc.**

- 10.3 **Purchase Order: Purchase of Two (2) Airport Shuttle Buses**
- 10.4 **Professional Service Contract Amendment: Amendment No. 1 to Professional Services Contract 999-I: Construction Inspection for the New Parking Garage and Terminal Amenities with Creighton Manning, LLP**
- 10.5 **Operating Permit: Approve Transportation Network Company Operating Permit.**
- 10.6 **Amendment No. 1: Contract No. S-946 – Runway 10-28 and Taxiways C, H, J, K & N Edge Lighting Systems Replacement**

- 11. **Authorization of Change Orders**
 - 11.1 **Change Order #1: Authorization to award Change Order #1 to Contract # 989-SF New Parking Garage Site and Foundations to LeChase Construction Services, LLC.**

- 12. **Authorization of Federal and State Grants**
 - 12.1 **State Grant: Acceptance of New York State Aviation Project Funding Agreement DOT PIN 1A00.96; Design and Construct Terminal Parking Photovoltaic Solar**

- 13. **State Environmental Quality Review (SEQR) - Authorization to Accept Lead Agency Designation for the 2019 Airport Improvement Program Airfield Drainage Culvert Replacement Project and accept findings of No Negative Impact and filing of Negative Declaration.**

- 14. **Procurement Approvals by CEO – Informational Only**
 - None

Old Business:

New Business:

Executive Session:

- ES-1 – Matter leading to the promotion of a particular corporation.
- ES-2 – Employment history of a particular individual.

Attorney-Client Privilege Matters:

AGENDA ITEM NO. 1

Chairman's Remarks

AGENDA ITEM NO. 2

Approval of Minutes



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ACAA Approved
 06/10/2019

May 6, 2019

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MEMBERS PRESENT

Rev. Kenneth J. Doyle
 Lyon M. Greenberg, M.D.
 Patricia M. Reilly
 Kevin R. Hicks
 Steven H. Heider

MEMBERS ABSENT

Samuel A. Fresina
 Tony Gorman

STAFF

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

ATTENDEES

Fred Acunto, Airport Manager, AvPorts
 John DelBalso, Assistant Airport Manager, AvPorts
 Bob Heitz, Manager Million Air
 Dennis Feeney, Majority Leader
 Michael DeSocio, Business Review
 Eric Anderson, Times Union
 Bart Johnson, FSD, TSA
 Michael Kilcullen, TSA
 Ray Casey, Airport Consultant

1. CHAIRMAN'S REMARKS

2. MINUTES

Mr. Hicks moved to approve the minutes of the April 22, 2019 Regular Meeting.

The motion was adopted unanimously.

3. COMMUNICATIONS AND REPORT OF CHIEF EXECUTIVE OFFICER

Mr. O'Donnell presented the Communications and Report of the Chief Executive Officer for the month of May 2019.

4. INTERESTING CORRESPONDENCE

Noted

MANAGEMENT REPORTS:

5. Chief Financial Officer

Mr. O'Reilly presented the following:

- 5.1 Statistical and Financial Performance**
- 5.2 Comparison of Enplanements**
- 5.3 Summary of Airline Scheduled Flights and Markets**
- 5.4 USDOT Arrival and Departure Statistics**

6. Project Development

Mr. Iachetta presented the Project Development Status Report for the month of May 2019.

7. Counsel

8. Concessions/Ambassador Program

Ms. Chadderdon presented the Concessions/Ambassador Status Report for the month of May 2019.

9. Public Affairs

Mr. Myers presented the Public Affairs Status Report for the month of May 2019.

Action Items:

10. Authorization of Contracts/Leases/Contract Negotiations/Contract Amendments

10.1 Concession Contract: Amendment No. 1 to Concessionaire Contract Term with OHM Concession Group, LLC (Contract No. 910-CON-FB)

Mr. O'Reilly recommended authorization to approve Amendment No. 1 to Concessionaire Contract Term with OHM Concession Group, LLC (Contract No. 910-CON-FB). He advised The Authority entered into a contract with OHM Concession Group, LLC on January 24, 2018 effective March 1, 2018

and subsequent to the commencement of the contract, the Concessionaire incurred unanticipated expenses and delays, some of which could not be reasonably anticipated. The Airport Authority Board was asked to allow an amendment to that contract to provide a change in the start date from March 1, 2018 to October 1, 2018 and to provide for an optional four-year extension (through September 30, 2030) subject to approval by the Authority. The Board approved this change at its December 10, 2018 meeting. Additionally, subsequent discussions with the Concessionaire led to a modified recommendation on the contract extension. We recommend the Board approve that the first two years of the extension (through September 30, 2030) be at the sole discretion of the Concessionaire and that the additional two years (through September 30, 2032) be at the discretion of the Authority.

Dr. Greenberg moved to approve that the first two years of the extension (through September 30, 2030) be at the sole discretion of the Concessionaire and that the additional two years (through September 30, 2032) be at the discretion of the Authority. The motion was adopted unanimously.

10.2 Lease Amendment: Lease Amendment No. 7 to Contract No. L-637 with Integra Optics, Inc.

Mr. O'Reilly recommended approval of Lease Amendment No. 7 to Contract No. L-637 with Integra Optics. He advised Integra Optics has been in continuing discussions with the Authority and the State of New York Economic Development staff about its need for an addition and alterations to one of its lease buildings (Building 203) to allow it to accommodate a larger work force caused by continued company growth and acquisitions. Also, we believe the overall project cost will approach \$130,000 of which the Authority proposes to contribute \$65,000, with Integra paying the remaining project amount. Completion of this work will increase the value of existing Building 203 (regardless of whether or not a building addition is eventually funded).

Ms. Reilly moved to authorize said Lease Amendment No. 7. The motion was adopted unanimously.

10.3 Terminal Bridge Maintenance: Upgrade to two Over-the-Wing Passenger Boarding Bridges C2 and C3 by APOCCA AB

Mr. Iachetta recommended authorization to award a Purchase Order based upon time and material amounts not-to-exceed \$276,716 to APOCCA AB for work required to upgrade the two Over-the-Wing (OTW) Passenger Boarding Bridges (C2 and C3). He advised the work will include onsite service scheduled for June 10 through 16. Also, APOCCA AB, provided a scope of required engineering service, installation, and support. Additionally, they subsequently agreed to extend the warranty on service and material to two full years.

Mr. Hicks moved to authorize the award of a Purchase Order based upon time and material amounts not-to-exceed \$276,716. The motion was adopted unanimously.

10.4 Amendment #3 to Contract No. S-912 Runway 1-19 and Taxiway A Edge Lighting Replacement for AECOM for Construction Inspection (CI).

Mr. LaClair recommended authorization to award Amendment #3 to Contract S-912 Construction Inspection Services for the Runway 1-19 and Taxiway A Edge Lighting Replacement project to AECOM in the amount of \$139,300. He advised the firm was previously selected as the most qualified firm responding to a competitive Request for Qualifications process and their fee for services was established by negotiation. He further advised that the contractor on the project did not complete the work within the allotted contract time and is currently being assessed Liquidated Damages which will help to offset the additional Construction Inspection costs.

Ms. Reilly moved to authorize Amendment No. 3 to Contract No. S-912 Runway 1-19 and Taxiway A Edge Lighting Replacement for AECOM for Construction Inspection (CI). The motion was adopted unanimously.

10.5 Construction Contract: Authorization to Award Construction Contract 991- W Terminal Amenities- Wayfinding Signs to Color Ad Signs

Mr. O'Donnell recommended authorization to award Contract No. 991-W for Terminal Amenities Wayfinding Signs to qualified low bidder Color Ad Signs of Manassas, Va. for \$1,459,999. He advised the contract scope includes removal and installation of terminal wayfinding signage, removal and installation of curbside signage, new signs in the new parking garage, electrical and data connections and coordination with contracts 989-GC and 991-GC. He further advised award of this contract is contingent on NYSDOT concurrence and compliance with the M/WBE requirements. Additionally, it is requested that in the event the low bidder cannot fulfill the requirements of the pre-award submittals, the CEO shall be authorized to award to the second low bidder, L.H. Companies.

Mr. Hicks inquired if Color Ad Signs will be signing a Project Labor Agreement.

Mr. O'Donnell advised they will be signing the Project Labor Agreement.

Mr. Hicks moved to authorize the award of Construction Contract 991-W Terminal Amenities- Wayfinding Signs to Color Ad Signs in the amount of \$1,459,999 contingent on NYSDOT concurrence and compliance with the M/WBE requirements. Additionally, in the event the low bidder cannot fulfill the requirements of the pre-award submittals, the CEO shall be authorized to award to the second low bidder, L.H. Companies. The motion was adopted unanimously.

10.6 Professional Service No. S-1013: Design Services for Renovations of the FAA Control Tower

Mr. O'Donnell recommended authorization to approve negotiations for professional engineering service Contract S-1013 with Sage Engineering Associates, LLP of Albany as recommended by the ACAA Selection Committee among two qualified Request for Qualification responses received on April 30, 2019. He advised the RFQ was widely advertised and each competitive engineering team proposal was deemed qualified and Sage Engineering received the highest evaluation score. Contract award is scheduled for a subsequent Board meeting following completion of professional engineering design and construction phase administration service

negotiations. Construction Inspection is proposed to be deferred pending completion of design services for the required Air Traffic Control Tower and TRACON Facility renovations. M/WBE program compliance has been demonstrated.

Dr. Greenberg moved to authorize negotiations for professional engineering service Contract S-1013 with Sage Engineering Associates, LLP. The motion was adopted unanimously.

11. Authorization of Change Orders

11.1 Construction/Demolition: Contract No. 989-DEM: Demolition of Building #113 at 7 Jetway Drive (former sand storage building) Change Order #3-FINAL

Mr. Iachetta recommended authorization to approve Change Order #3 in the amount of \$54,192.65 resulting in a final total contract amount of \$339,385.76 for Contract 989-DEM to NASDI, LLC for the demolition of Building No. 113 at 7 Jetway Drive (former sand storage building). He advised the project was completed on November 30, 2018 and NASDI, LLC has requested a change order to cover the cost of added contract scope related to additional hazardous demolition materials. Also, three subcontractors filed liens for nonpayment by NASDI, LLC. The Project Engineer has approved each change order. NASDI, LLC has further agreed to the issuance of Joint Checks by the Authority issued and made payable to the Contractor and each Subcontractors to satisfy the subcontractor liens.

Father Doyle moved to authorize Final Change Order No. 3 in the amount of \$54,192.65 to NASDI, LLC. The motion was adopted unanimously.

12. Authorization of Federal and State Grants - None

13. Emergency Procurement Approvals by CEO - Informational Only - None

Old Business:

New Business:

Executive Session:

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

ES-1 – Matter Leading to the Promotion of a Particular Corporation

The motion was adopted unanimously.

There being no further business, the meeting was adjourned at 12:45 p.m.



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REGULAR MEETING

AGENDA

May 6, 2019

General:

- 1. Chairman's Remarks**
- 2. Approval of Minutes**
- Special Meeting – April 22, 2019**
- 3. Communications and Report of Chief Executive Officer**
- 4. Interesting Correspondence**

Management Reports:

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- 7. Counsel**
- 8. Concessions/Ambassador Program**
- 9. Public Affairs**

Action Items:

- 10. Authorization of Contracts/Leases/Contract Negotiations/Contract Amendments**
 - 10.1 Concession Contract: Amendment No. 1 to Concessionaire Contract Term with OHM Concession Group, LLC (Contract No. 910-CON-FB)**

- 10.2 **Lease Amendment: Lease Amendment No. 7 to Contract No. L-637 with Integra Optics, Inc.**
- 10.3 **Terminal Bridge Maintenance: Upgrade to two Over-the-Wing Passenger Boarding Bridges C2 and C3 by APOCCA AB**
- 10.4 **Amendment #3 to Contract No. S-912 Runway 1-19 and Taxiway A Edge Lighting Replacement for AECOM for Construction Inspection (CI).**
- 10.5 **Construction Contract: Authorization to Award Construction Contract 991- W Terminal Amenities- Wayfinding Signs to Color Ad Signs**
- 10.6 **Professional Service No. S-1013: Design Services for Renovations of the FAA Control Tower**
- 11. **Authorization of Change Orders**
 - 11.1 **Construction/Demolition: Contract No. 989-DEM: Demolition of Building #113 at 7 Jetway Drive (former sand storage building) Change Order #3-FINAL**
- 12. **Authorization of Federal and State Grants**
 - None
- 13. **Procurement Approvals by CEO – Informational Only**
 - None

Old Business:

New Business:

Executive Session:

ES-1 – Matter Leading to the Promotion of a Particular Corporation

Attorney-Client Privilege Matters:

AGENDA ITEM NO. 3

Communications and Report of Chief Executive Officer



June 2019





June 6

- Service to Savannah/Hilton Head Island
- Twice Weekly
- "Seasonal Flights"

Additional Allegiant Service

- Orlando-Sanford
- St. Petersburg
- Punta Gorda/Ft Myers
- Myrtle Beach



New Frontier Service

- Raleigh-Durham Service

Additional Frontier Service

- Denver
- Orlando





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

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

MEMO: June 6, 2019

TO: Albany County Airport Authority Board Members

FROM: John A. O'Donnell, Chief Executive Officer

Attached is the report of significant events for the period through June 6, 2019 as well as forward-looking, noteworthy items. If you have any questions regarding this report, please let me know.



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CHIEF EXECUTIVE OFFICER'S REPORT

June 2019

Allegiant Commences Service to its 5th New City

On June 5 Allegiant began service to Myrtle Beach, SC and on June 6 began service to Savannah/Hilton Head, GA. Allegiant will offer service twice weekly to both destinations which attracts many vacationers looking to spend time touring the historic city of Savannah/Hilton Head, along with the beaches and boardwalk of Myrtle Beach.

The Myrtle Beach flights are labeled as “seasonal” by the airline and may be suspended as the cold weather arrives. Introductory fares to Myrtle Beach can be purchased for as low as \$49 one-way, and introductory fares to Savannah/Hilton Head for as low as \$45 one-way. (These fares are based on availability.)

From Albany, Allegiant continues to offer non-stop service to three Florida markets which include Orlando/Sanford, Tampa/St. Pete-Clearwater, and Punta Gorda/Fort Myers. All five of the Allegiant flights are intended to attract leisure travelers.

Frontier

Frontier Airlines recently added non-stop flights to Raleigh/Durham, NC and currently a one-way fare to Raleigh Durham can be purchased for as low as \$39. From Albany, Frontier continues to offer non-stop service to both Denver and Orlando.

Both Allegiant and Frontier are marketed as ultra-low cost carriers.

AGENDA ITEM NO. 4

Interesting Correspondence



May 12, 2019

Doug Myers
Director of Public Affairs
Albany International Airport
Administration Building #200
Albany, New York 12211

Dear Doug,


On behalf of the Capital District Patriot Flight Team and the deserving veterans who benefitted from your generosity and hard work, we would like to thank you for your support of our superb May 4 send-off ceremony held at the Albany International Airport. To say that the event was the caliber deserved by the men and women we were paying tribute to would be an understatement.

You may have assisted with planning, site preparation, transportation, entertainment, by thanking and offering some kind words to our veterans, by providing refreshments or gifts for our travelers, by displaying one of the many flags and banners that adorned the area, or in another important way. Each and every one of you, through your individual contributions, collectively helped us to develop an event that we can all be proud of, one that brought tears to the eyes of many of the veterans whom never received the welcome home they deserved. They finally had the opportunity to experience the feeling of appreciation that they have been missing since they returned following dedicated and unselfish service to our Country.

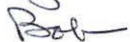
We hope that you will consider supporting us as we plan similar events in the future. At this point, we expect to offer another flight in just six months at which time we'll be trying our best to out do ourselves and provide the best experience for the veterans ever offered. For updates, visit www.patriotflight.org.

Feel free to contact us if you have any questions, comments or suggestions on how we can do our job better.

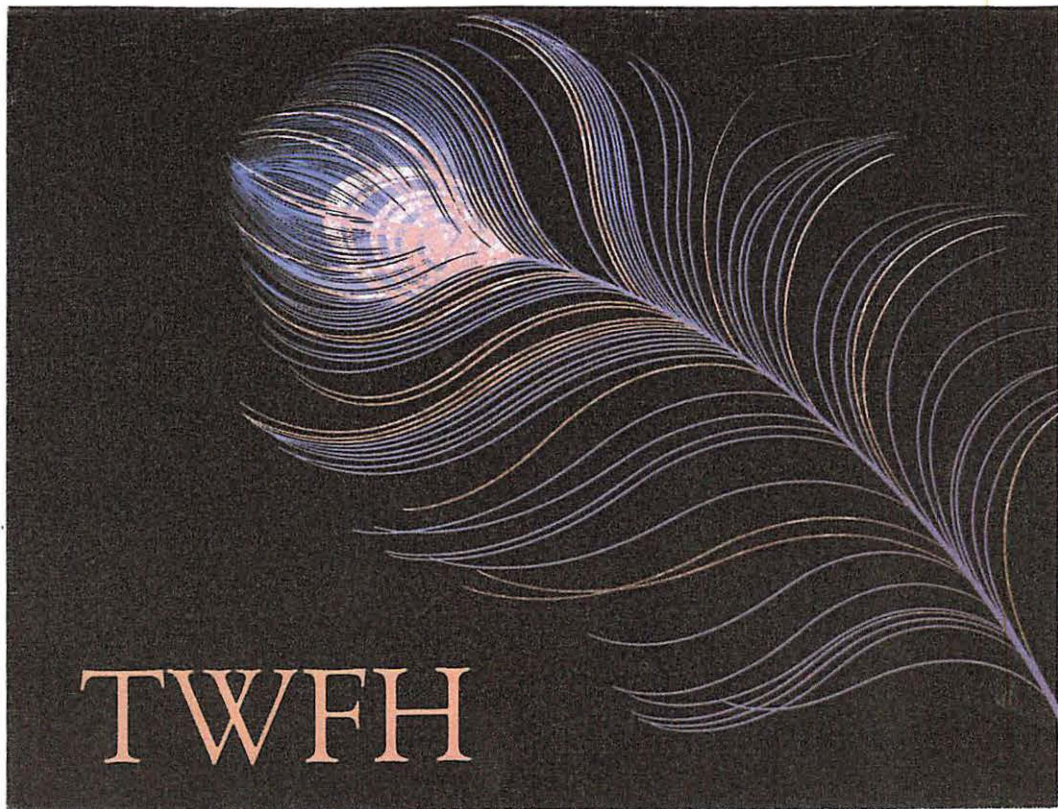
YOU MADE IT SO EASY! THANKS FOR YOUR SUPPORT AND GUIDANCE!

Respectfully,

Bob Wolfgang

Bob.wolfgang@commssoft.net 518 858-9690

Thanks for all your help

Bob Smith

Bobbys1947@yahoo.com 518 269-2208



Doug,

Thank you for supporting
the Sherey family & all that
you did to coordinate &
ensure that the family's wishes
were followed.

Best,

Kathleen & Steve

Dear Mr O'Donnell
I would like to take
this opportunity to thank
youself & Authority
for recently held Employee
Appreciation Luncheon.

My members could not
say enough about the
 Buffet & Dessert.

I in particular enjoyed
my conversation with Bill
from American Airline.
I was telling him when I
started to work on
Delaware & Hudson RR
Piedmont was part of
(A) Fair Company components,
International house phone books
and minute map of.

Norfolk Western owned Four
Companies.

Again Thank you very much
From members of UTA 0167
Sincerely

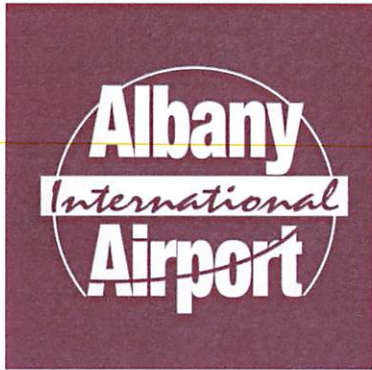
Richard Stock

With sincere appreciation
for your kindness.



AGENDA ITEM NO. 5

Financials



Finance Report



ALBANY COUNTY AIRPORT AUTHORITY

**FINANCIAL & STATISTICAL
RESULTS FOR
April 2019**

ACAA STATISTICAL PERFORMANCE

The Month of April 2019

	Actual	Budget	Variance
Enplanements	133,722	125,119	6.9%
Aircraft Operations	5,218	5,288	-1.3%
Landed Weight	147,433,306	143,280,167	2.9%
Cargo (Tons)	1,530	1,509	1.4%
FBO Jet A (gallons)	72,253	88,173	-18.1%
FBO AvGas (gallons)	4,431	4,482	-1.1%
AvGas Commercial (gallons)	8,127	4,698	73.0%
FBO Into-Plane (gallons)	1,982,484	1,644,477	20.6%
FBO Deicing (gallons)	4,128	5,730	-28.0%

ACAA STATISTICAL PERFORMANCE

4 Months Ended April 2019

	Actual	Budget	Variance
Enplanements	478,502	465,591	2.8%
Aircraft Operations	19,267	20,086	-4.1%
Landed Weight	534,371,146	525,253,814	1.7%
Cargo (Tons)	5,575	5,897	-5.5%
FBO Jet A (gallons)	341,996	340,650	0.4%
FBO AvGas (gallons)	15,038	13,454	11.8%
AvGas Commercial (gallons)	31,181	19,390	60.8%
FBO Into-Plane (gallons)	7,031,338	6,319,950	11.3%
FBO Deicing (gallons)	107,042	99,500	7.6%

COMPARISON OF ENPLANEMENTS

	EPAX MONTH OF April <u>2019</u>	CHANGE FROM April <u>2018</u>	TWELVE MONTHS ENDED April <u>2019</u>	CHANGE FROM From 12 Mos Ended April <u>2018</u>
ALBANY	133,722	9.3%	1,489,951	4.5%
BRADLEY			3,066,516 *	3.7%
BUFFALO	218,968	2.5%	2,525,932	6.5%
ROCHESTER	109,411	1.2%	1,292,140	4.2%
PLATTSBURGH	13,794	11.7%	122,830	-2.9%
STEWART			315,813 e *	28.4%
SYRACUSE	102,828	5.0%	1,194,278	11.7%
WESTCHESTER	73,250	12.9%	787,273	5.4%

* Eleven Months for Stewart and Bradley

e=estimate based upon total passengers

ACAA BUDGET PERFORMANCE

CHANGE IN UNRESTRICTED WORKING CAPITAL

	<u>April-19</u>	<u>December-18</u>	<u>CHANGE</u>
CASH	\$ 28,695,345	\$ 27,170,120	\$ 1,525,225
ACCOUNTS RECEIVABLE	1,258,704	2,206,229	(947,525)
PREPAID EXPENSES	418,266	1,200,397	(782,131)
UNRESTRICTED ASSETS	<u>30,372,315</u>	<u>30,576,746</u>	<u>(204,431)</u>
PAYABLES FROM UNRESTRICTED ASSETS	<u>(5,361,560)</u>	<u>(7,117,842)</u>	<u>1,756,282</u>
UNRESTRICTED WORKING CAPITAL	<u>\$ 25,010,755</u>	<u>\$ 23,458,904</u>	<u>\$ 1,551,851</u>

ACAA BUDGET PERFORMANCE

OPERATING REVENUES (4 Months Ended April 2019)

	<u>April-19</u>	<u>Budget April-09</u>	<u>VARIANCE</u>
AIRLINE REVENUES	\$ 5,224,649	\$ 5,002,957	\$ 221,692
NON-AIRLINE AIRFIELD REV	143,302	140,880	2,422
TERMINAL	1,218,704	1,097,740	120,964
GROUND TRANSPORTATION	7,238,606	6,969,878	268,728
OTHER AIRPORT REVENUE	1,923,189	1,959,667	(36,478)
FBO RETAIL SALES (net)	1,113,567	868,534	245,033
TOTAL	<u>16,862,017</u>	<u>16,039,656</u>	<u>822,361</u>

ACAA BUDGET PERFORMANCE

OPERATING EXPENSES (4 Months Ended April 2019)

	April-19	Budget April-09	VARIANCE
AIRFIELD	\$ 1,073,696	\$ 1,316,266	\$ 242,570
FBO	919,776	913,738	(6,038)
TERMINAL	2,080,948	1,997,777	(83,171)
LOADING BRIDGES	101,587	102,789	1,202
LANDSIDE	536,250	490,824	(45,426)
PARKING	1,637,199	1,689,287	52,088
ARFF	621,023	715,184	94,161
OPERATIONS & SECURITY	1,363,764	1,386,709	22,945
VEHICLES & EQUIP	493,313	572,964	79,651
ADMINISTRATION	2,389,225	2,442,417	53,192
TOTAL	<u>11,216,781</u>	<u>11,627,955</u>	<u>411,174</u>

ACAA BUDGET PERFORMANCE

OTHER (NONOPERATING) REVENUES/EXPENSES (4 Months Ended April 2019)

	<u>April-19</u>	<u>Budget April-09</u>	<u>VARIANCE</u>
INTEREST EARNINGS	\$ 506,348	\$ 291,819	\$ 214,529
PASS. FAC. CHARGES	1,505,380	1,505,380	-
CUST. FAC. CHARGES INC.	186,056	-	186,056
CUST. FAC. CHARGES EXP.	(309,457)		(309,457)
DEBT SERVICE	(3,973,470)	(3,973,470)	-
LOC INTEREST	(2,187)	-	(2,187)
GRANT INCOME	45,600	46,233	(633)
ALL OTHER	(37,650)	(21,230)	(16,420)
TOTAL	<u>(2,079,380)</u>	<u>(2,151,268)</u>	<u>71,888</u>

ACAA BUDGET PERFORMANCE

TOTAL OPERATING AND NONOPERATING NET RESULTS (4 Months Ended April 2019)

	April-19	Budget April-09	VARIANCE
OPERATING INCOME	\$ 16,862,017	\$ 16,039,656	\$ 822,361
OPERATING EXPENSES	(11,216,781)	(11,627,955)	411,174
OPERATING RESULTS	5,645,236	4,411,701	1,233,535
NONOPERATING, net	(2,079,380)	(2,151,268)	71,888
TOTAL	\$ 3,565,856	\$ 2,260,433	\$ 1,305,423

Net operating results are \$1.3 million more favorable than budgeted



June 2019





June 6

- Service to Savannah/Hilton Head Island
- Twice Weekly
- "Seasonal Flights"

Additional Allegiant Service

- Orlando-Sanford
- St. Petersburg
- Punta Gorda/Ft Myers
- Myrtle Beach



New Frontier Service

- Raleigh-Durham Service

Additional Frontier Service

- Denver
- Orlando



AGENDA ITEM NO. 5.1

FINANCIAL PERFORMANCE



**STATISTICAL
&
FINANCIAL
PERFORMANCE**

April 2019

***** UNAUDITED - FOR INTERNAL REVIEW*****




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—ALBANY COUNTY AIRPORT AUTHORITY TEL: 518-242-2222
 ALBANY INTERNATIONAL AIRPORT ADMIN FAX: 518-242-2641
 ADMINISTRATION BUILDING FINANCE FAX: 518-242-2640
 SUITE 200 SITE: www.albanyairport.com
 ALBANY, NEW YORK 12211-1057

TO: ACAA Members

FROM: William J. O'Reilly, CFO 

RE: April 2019 Financial Performance

INTRODUCTION

The attached report includes the Airport's April 2019 statistical highlights, financial information, and operating information. This financial information is presented for the purposes of comparing budget to actual results and for indicating generally how revenues and expenses have compared to budgeted revenues and expenses through April 2019. The financial information presented herewith is prepared on the Albany County Airport Authority's budgetary basis of accounting. The information provided in this report does not include a forecast of the effects of the final settlement based upon the calculation provided for in the Airport Use and Lease Agreement, which expires December 31, 2020, or make any provision for accrual of funds owed to or from the Signatory Airlines. *This report includes preliminary operating and performance statistics and financial forecasts based upon the budgetary basis of accounting estimates that involve uncertainties that could result in actual financial results differing materially from preliminary estimates.* This report is divided into the following sections: Statistical Highlights, Financial Statements, Airport Revenues, AFCO/AvPorts Airport Operations, Million Air FBO Operations, Authority Operations, and Investment Report.

	Current Year Versus		
	2019 YTD Budget	2018 April	2018 YTD
Enplanements	2.8%	9.3%	5.1%
Operations	-4.1%	-1.3%	-4.1%
Landed Weight	1.7%	6.4%	5.2%
Cargo, Mail & Express	-5.5%	10.7%	-3.1%

April 2019 seat capacity was 13.5% more than April 2018 and the monthly load factor decreased from 83% to 80%.

ENPLANEMENTS

A summary of YTD 2019 and 2018 market share by airline is as follows:

	2019			2018		
	Major Carriers	Express Carriers	Totals	Major Carriers	Express Carriers	Totals
Allegiant Air	6.8%		6.8%	0.0%		0.0%
American	6.1%	13.7%	19.8%	7.3%	14.9%	22.2%
Boutique Air	0.0%		0.0%	0.2%		0.2%
Cape Air	0.7%		0.7%	0.8%		0.8%
Delta	9.9%	4.9%	14.8%	10.5%	3.2%	13.7%
Frontier	3.3%		3.3%	0.0%		0.0%
Jet Blue	6.2%		6.2%	6.7%		6.7%
Southwest	35.2%		35.2%	43.3%		43.3%
OneJet	0.0%		0.0%	0.4%		0.4%
United	3.5%	9.6%	13.1%	1.3%	11.3%	12.6%
Charters	0.1%		0.1%	0.1%		0.1%
Totals	71.8%	28.2%	100.0%	70.6%	29.4%	100.0%

FINANCIAL INFORMATION

The summary of Revenues, Expenses and Net Results shows YTD 2019 results compared to the 2019 budgeted amounts and 2018 actual amounts. The summary shows the YTD net operating results for 2019 are more than the amount budgeted by \$1,305,422. These YTD results do not reflect adjustments for year-end settlement incorporate the effects of revenue sharing or reflect other year-end adjustments for 2019.

	2019 YTD Budget	2019 YTD Actual	2018 YTD Actual	2019 YTD vs 2018 YTD
Airport revenues	\$ 15,171,122	\$ 15,748,450	\$ 14,847,396	901,054
FBO revenues less cost of sales	868,534	1,113,567	970,258	143,309
Total operating expenses	(11,627,954)	(11,216,781)	(10,848,850)	(367,931)
Operating results	4,411,702	5,645,236	4,968,804	676,432
Other revenue and expenses, net	(2,151,270)	(2,079,382)	(2,632,631)	553,249
Net results	\$ 2,260,432	\$ 3,565,854	\$ 2,336,173	
Net variances: (2019 Actual to Budget)		<u>\$ 1,305,422</u>		
(2019 Actual to 2018 Actual)				<u>\$ 1,229,681</u>

Under the revenue sharing formula, the net revenues or deficiency at year-end are split fifty (50) percent to the signatory airlines and fifty (50) percent to the Authority, subject to certain limitations which require the airlines to ensure the Authority's net revenues are not less than 125 percent of its annual debt service requirement. The summary information above does not reflect the effect of allocating all budget variances in accordance with the Airport Use and Lease Agreement or the potential assessment of charges to meet debt service coverage requirements, and accordingly, does not reflect the amount of an accumulated potential year-end settlement with the signatory airlines.

AIRLINE RATES AND CHARGES

Airline Rates and Charges shown for 2019 are based on the adopted budget and are calculated using the formulas incorporated into the Airline Use and Lease Agreement. Final 2019 rates will be calculated in the final settlement and revenue sharing report. The signatory airlines will be billed or credited for their share of any final variance and the Authority will fund its share of any negative variance from its reserves.

AIRPORT REVENUES

AIRPORT REVENUES for YTD 2019 are \$15.7 million and are \$577,300 more than the \$15.2 million budget to date.

PUBLIC PARKING REVENUES for YTD 2019 total \$5,837,200 compared to \$5,558,000 in YTD 2018, a 5.0% increase and are \$228,900 more than budget. Parking revenue per passenger decreased from \$12.21 in YTD 2018 to \$12.20 in YTD 2019.

RENTAL CAR REVENUES for YTD 2019 total \$1,126,000 compared to \$1,069,900 in YTD 2018, and are \$5,300 more than budget. Revenue per passenger was \$2.35 in YTD 2019 and in YTD 2018.

FOOD AND BEVERAGE REVENUES for YTD 2019 total \$391,000 compared to \$260,700 in YTD 2018 and are \$82,100 more than budget. Sales per enplaned passenger were \$6.50 in YTD 2019 compared to \$5.83 in YTD 2018. Authority revenue per passenger was \$0.82 in YTD 2019, which is an increase from \$0.57 in YTD 2018.

RETAIL REVENUES for YTD 2019 total \$293,700 compared to \$259,600 in YTD 2018, and are \$21,000 more than budgeted. Sales for YTD 2019 per enplanement were \$2.85 in YTD 2019 compared to \$2.62 in YTD 2018. Authority revenue per passenger was \$0.61 in YTD 2019 compared to \$0.57 in YTD 2018.

COMBINED MANAGEMENT OPERATING EXPENSES

The airports three operating centers have combined operating expense results as follows:

	2019 YTD Budget	2019 YTD Actual	Budget Variance	2018 YTD Actual	Prior Year Variance
AvPorts	\$ 8,572,534	\$ 8,215,254	\$ 357,280	\$ 7,968,424	\$ (246,830)
Million Air	1,165,667	1,171,261	(5,594)	1,122,323	(48,938)
Authority	1,889,753	1,830,266	59,487	1,758,103	(72,163)
Total	<u>\$ 11,627,954</u>	<u>\$ 11,216,781</u>	<u>\$ 411,173</u>	<u>\$ 10,848,850</u>	<u>\$ (367,931)</u>
Variance			3.54%		-3.39%

OTHER REVENUES AND EXPENSES

Other revenues and expenses when netted together for YTD 2019 are \$71,900 more than budgeted mainly because interest earnings were \$214,600 more than budgeted and which is offset by timing difference in Customer Facility Charge Income and Customer Facility Charge Expense.

AFCO/AVPORTS AIRPORT OPERATIONS

Operating expenses for AFCO/AvPorts in YTD 2019 are \$357,300 (4.2%) under budget based upon a

combination of variances and timing differences.

MILLION AIR FBO OPERATIONS

The commercial and retail YTD revenues and cost of sales results are as follows:

	2019 YTD Budget	2019 YTD Actual	2019 Variance	2018 YTD Actual	Prior Year Variance
Revenues	\$ 3,537,594	\$ 3,633,862	\$ 96,268	\$ 3,563,767	\$ 70,095
Cost of Sales	(1,968,415)	(1,843,669)	124,746	(1,898,670)	55,001
Net results before O & M Expenses	\$ 1,569,179	\$ 1,790,193	\$ 221,014	\$ 1,665,097	\$ 125,096
FUEL SALES (gallons)					
Jet A	340,650	341,996	1,346	298,679	43,317
AvGas - Retail	13,454	15,038	1,584	12,497	2,541
AvGas - Commercial	19,390	31,181	11,791	29,203	1,978
DEICING SALES (gallons)					
Sprayed	36,947	60,630	23,683	66,508	(5,878)
Consortium	62,552	46,412	(16,140)	73,261	(26,849)
FUEL NET REVENUES					
Jet A	\$ 581,918	\$ 560,810	\$ (21,108)	\$ 510,157	\$ 50,653
AvGas - Retail	\$ 15,801	\$ 13,083	\$ (2,718)	\$ 14,020	\$ (937)
AvGas - Commercial	\$ 7,174	\$ 13,249	\$ 6,075	\$ 11,675	\$ 1,574
DEICING NET REVENUE					
Sprayed	\$ 214,254	\$ 460,492	\$ 246,238	\$ 448,980	\$ 11,512
Consortium	\$ -	\$ (1,145)	\$ (1,145)	\$ (62,904)	\$ 61,759

YTD Net Results before YTD Operating and Maintenance expenses were \$221,014 more than budgeted and \$125,100 more than the YTD 2018. Revenue from sprayed deicing services was the most significant variance from the budget amounts.

Operating expenses, not including the cost of retail sales, for YTD 2019 are \$5,600 more than budgeted. A detail account listing of expenses is included for all Million Air cost centers.

AUTHORITY OPERATIONS

YTD operating expenses in 2019 were \$59,500 less than budgeted mainly because of timing differences between budgeted and actual expenses. Departure's net operating results are (\$18,500) for YTD 2019 compared to (\$7,600) for YTD 2018.

A detail account listing of expenses is included for the Authority.

**** UNAUDITED - FOR INTERNAL REVIEW****



Statistical Highlights

Albany International Airport April Highlights

ACTIVITIES:		2019	2019	Percentage	2018	Percentage
		ACTUAL	BUDGET	Actual vs. Budget	AUDITED	Actual 2019 VS. 2018
<i>Enplanements</i>	Current Month	133,722	125,119	6.9%	122,342	9.3%
	Year - to - Date	478,502	465,591	2.8%	455,257	5.1%
<i>Aircraft Operations</i>	Current Month	5,218	5,288	-1.3%	5,288	-1.3%
	Year - to - Date	19,267	20,086	-4.1%	20,086	-4.1%
<i>Landed Weight (#)</i>	Current Month	147,433,306	143,280,167	2.9%	138,592,135	6.4%
	Year - to - Date	534,371,146	525,253,814	1.7%	508,067,858	5.2%
<i>Cargo, Mail & Express (Tons)</i>	Current Month	1,530	1,509	1.4%	1,382	10.7%
	Year - to - Date	5,575	5,897	-5.5%	5,753	-3.1%
<i>FBO Jet A (Gallons)</i>	Current Month	72,253	88,173	-18.1%	72,863	-0.8%
	Year - to - Date	341,996	340,650	0.4%	298,679	14.5%
<i>FBO AvGas (Gallons)</i>	Current Month	4,431	4,482	-1.1%	3,471	27.7%
	Year - to - Date	15,038	13,454	11.8%	12,497	20.3%
<i>AvGas Commercial (gallons)</i>	Current Month	8,127	4,698	73.0%	7,076	14.9%
	Year - to - Date	31,181	19,390	60.8%	29,203	6.8%
<i>FBO Into-Plane (Gallons)</i>	Current Month	1,982,484	1,644,477	20.6%	1,678,252	18.1%
	Year - to - Date	7,031,338	6,319,950	11.3%	6,449,751	9.0%
<i>FBO Deicing (Gallons)</i>	Current Month	4,128	5,730	-28.0%	9,822	-58.0%
	Year - to - Date	107,042	99,500	7.6%	139,769	-23.4%

REVENUES:

<i>Landing Fees</i>	Current Month	\$563,255	\$548,049	2.8%	\$521,641	8.0%
	Year - to - Date	\$2,061,307	\$2,028,135	1.6%	\$1,949,350	5.7%
<i>Terminal</i>	Current Month	\$573,266	\$538,545	6.4%	\$539,438	6.3%
	Year - to - Date	\$2,293,064	\$2,154,182	6.4%	\$2,154,687	6.4%
<i>Parking</i>	Current Month	\$1,609,555	\$1,521,748	5.8%	\$1,550,273	3.8%
	Year - to - Date	\$5,837,153	\$5,608,295	4.1%	\$5,558,032	5.0%
<i>Rental Cars</i>	Current Month	\$316,211	\$321,266	-1.6%	\$293,529	7.7%
	Year - to - Date	\$1,126,032	\$1,120,779	0.5%	\$1,069,943	5.2%
<i>Food & Beverage</i>	Current Month	\$106,136	\$77,711	36.6%	\$67,265	57.8%
	Year - to - Date	\$391,038	\$308,919	26.6%	\$260,669	50.0%
<i>Retail</i>	Current Month	\$88,164	\$79,348	11.1%	\$75,535	16.7%
	Year - to - Date	\$293,677	\$272,642	7.7%	\$259,540	13.2%
<i>Departure</i>	Current Month	\$13,689	\$20,714	-33.9%	\$18,944	-27.7%
	Year - to - Date	\$55,922	\$67,276	-16.9%	\$62,938	-11.1%
<i>FBO Jet A , Net</i>	Current Month	\$117,685	\$150,623	-21.9%	\$117,160	0.4%
	Year - to - Date	\$560,810	\$581,918	-3.6%	\$510,157	9.9%
<i>FBO AvGas, Net</i>	Current Month	\$3,722	\$5,264	-29.3%	\$5,159	-27.9%
	Year - to - Date	\$13,083	\$15,801	-17.2%	\$14,020	-6.7%
<i>AvGas Commercial, Net</i>	Current Month	\$3,497	\$1,738	101.2%	\$2,564	36.4%
	Year - to - Date	\$13,249	\$7,174	84.7%	\$11,675	13.5%
<i>FBO Into-Plane</i>	Current Month	\$60,055	\$53,228	12.8%	\$58,055	3.4%
	Year - to - Date	\$222,840	\$204,564	8.9%	\$217,540	2.4%
<i>FBO Deicing, Net</i>	Current Month	\$20,240	\$13,882	45.8%	\$29,216	-30.7%
	Year - to - Date	\$459,347	\$214,254	114.4%	\$386,076	19.0%

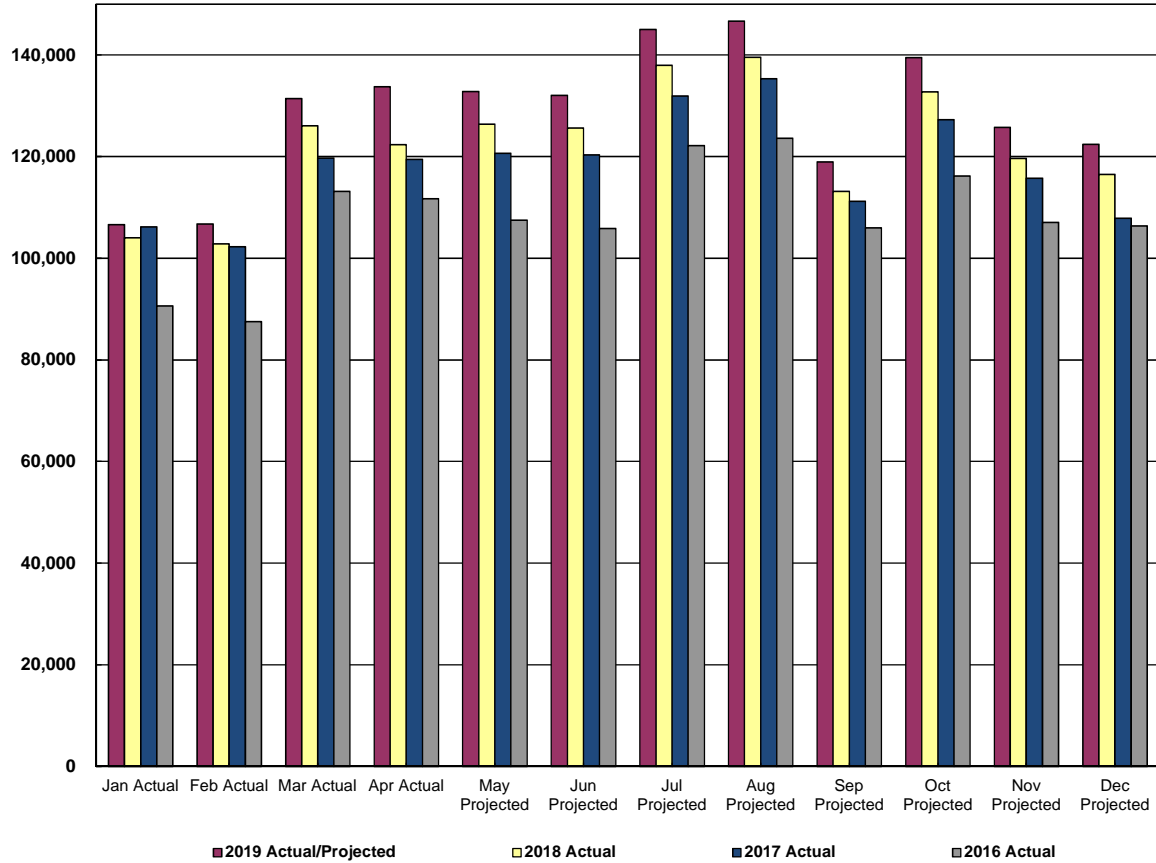
Albany International Airport April Highlights

	2019 YTD	2018	2017	2016	2015
REVENUE PER ENPLANEMENT:	PRELIMINARY	AUDITED	AUDITED	AUDITED	AUDITED
Parking	\$12.20	\$10.40	\$10.57	\$10.57	\$9.87
Rental Car	\$2.35	\$3.79	\$3.83	\$3.59	\$3.89
Food & Beverage	\$0.82	\$0.62	\$0.57	\$0.56	\$0.51
Retail	\$0.61	\$0.58	\$0.57	\$0.56	\$0.54
Departure	\$0.12	\$0.17	\$0.20	\$0.17	\$0.19

Annual Rates and Charges Summary

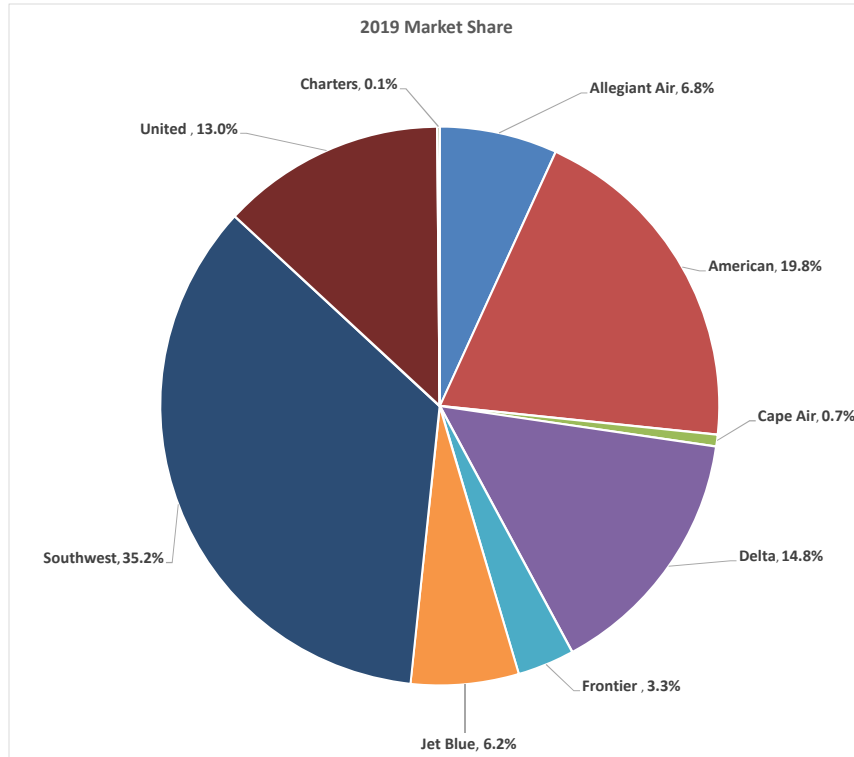
	2019	2018	2017	2016	2015
AIRLINE RATES & CHARGES:	BUDGET	AUDITED	AUDITED	AUDITED	AUDITED
Landing Fees Per 1,000 lbs. MGLW:					
Signatory	\$3.35	\$2.92	\$3.12	\$2.73	\$3.27
Non-Signatory	\$4.19	\$4.16	\$3.91	\$4.04	\$4.04
Apron Fees Per Square Foot:	\$1.48	\$1.31	\$1.33	\$1.19	\$1.52
Terminal Rental Per Square Foot:					
Signatory	\$83.59	\$86.48	\$79.86	\$81.11	\$74.63
Non-Signatory	\$104.49	\$101.96	\$100.98	\$93.48	\$93.48
Loading Bridges - Annual:	\$43,232	\$51,611	\$47,237	\$40,383	\$44,761
Cost per Enplanement :					
Airport CPE (after revenue sharing)	\$6.52	\$6.57	\$6.57	\$6.00	\$7.12

Albany International Airport Monthly Enplanements 2016-2019 For the four months ended April 30



		2019	2019 Budget	# Variance	% Variance	2018	2019 vs. 2018	2017	2016
January	(Actual)	106,622	106,372	250	0.2%	104,011	2.5%	106,168	102,325
February	(Actual)	106,760	105,187	1,573	1.5%	102,852	3.8%	102,255	103,214
March	(Actual)	131,398	128,913	2,485	1.9%	126,052	4.2%	119,677	119,403
April	(ACTUAL)	133,722	125,119	8,603	6.9%	122,342	9.3%	119,423	119,362
May	(Projected)	132,796	129,213	3,583	2.8%	126,345	5.1%	120,665	118,293
June	(Projected)	132,032	128,470	3,562	2.8%	125,618	5.1%	120,316	117,743
July	(Projected)	145,028	141,115	3,913	2.8%	137,983	5.1%	131,916	130,930
August	(Projected)	146,644	142,687	3,957	2.8%	139,520	5.1%	135,306	133,612
September	(Projected)	118,916	115,707	3,209	2.8%	113,139	5.1%	111,208	115,752
October	(Projected)	139,500	135,736	3,764	2.8%	132,723	5.1%	127,281	123,374
November	(Projected)	125,748	122,355	3,393	2.8%	119,639	5.1%	115,758	115,220
December	(Projected)	122,429	119,126	3,303	2.8%	116,482	5.1%	107,862	108,206
Total		1,541,595	1,500,000	41,595	2.8%	1,466,706	5.1%	1,417,835	1,407,434
YTD Enplanements		478,502	465,591	12,911	2.8%	455,257	5.1%	447,523	444,304

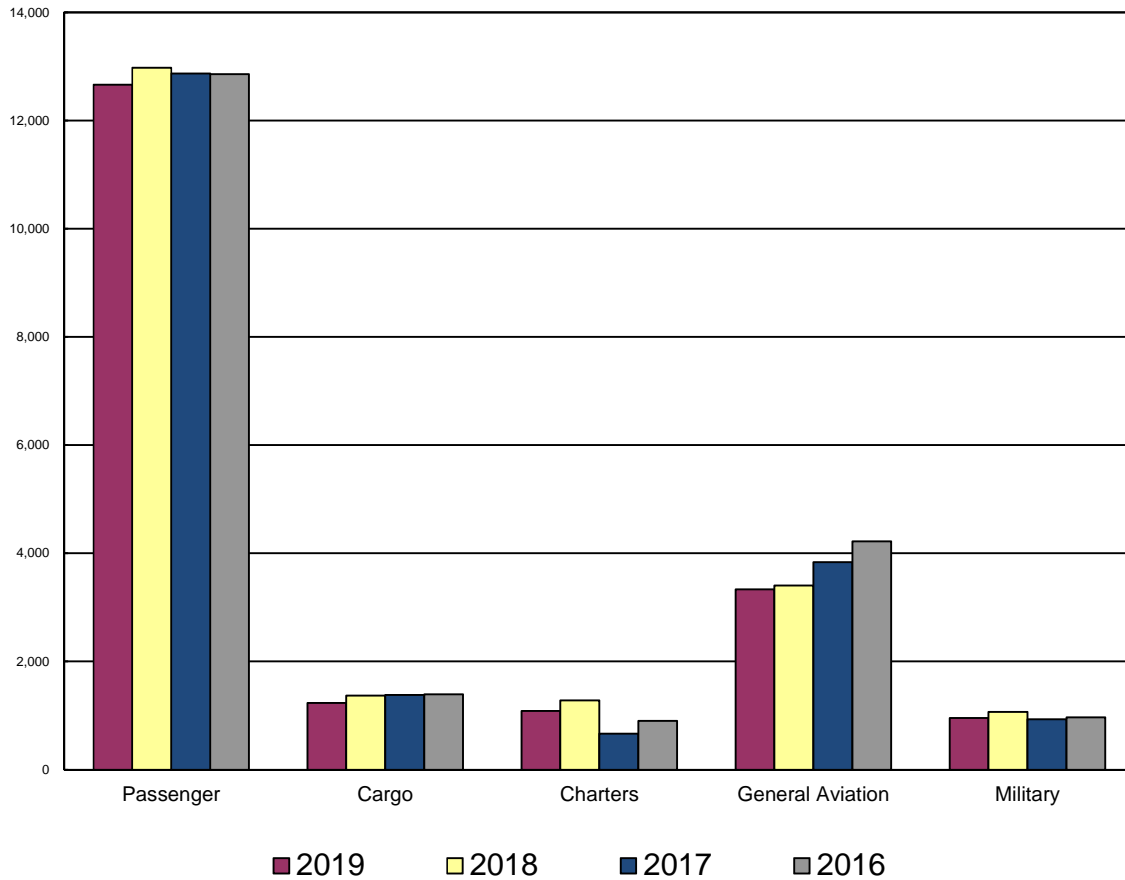
Albany International Airport Enplanements Per Carrier For the four months Year ended April 30



Carrier	Current Month		#	%	Year To Date		#	%	YTD Market Share		%
	2019	2018			Change	Change			2019	2018	
Allegiant Air	10,510	0	10,510	100.0%	32,615	0	32,615	100.0%	6.8%	0.0%	6.8%
American	6,360	8,640	(2,280)	-26.4%	29,153	33,274	(4,121)	-12.4%	6.1%	7.3%	-1.2%
American Eagle-Air Wisconsin	0	0	0	0.0%	0	313	(313)	-100.0%	0.0%	0.1%	-0.1%
American Eagle - Envoy	4,190	3,398	792	23.3%	15,135	13,674	1,461	10.7%	3.2%	3.0%	0.2%
American Eagle-Piedmont	7,597	4,581	3,016	65.8%	27,048	11,252	15,796	140.4%	5.7%	2.5%	3.2%
American Eagle-PSA	7,229	1,730	5,499	317.9%	23,628	19,117	4,511	23.6%	4.9%	4.2%	0.7%
American Eagle-Republic	0	7,164	(7,164)	-100.0%	0	22,033	(22,033)	-100.0%	0.0%	4.8%	-4.8%
American Eagle-TransStates	0	940	(940)	-100.0%	0	1,137	(1,137)	-100.0%	0.0%	0.2%	-0.2%
Boutique Air	0	195	(195)	-100.0%	0	688	(688)	-100.0%	0.0%	0.2%	-0.2%
Cape Air	939	939	0	0.0%	3,221	3,498	(277)	-7.9%	0.7%	0.8%	-0.1%
Delta	14,423	12,970	1,453	11.2%	47,215	47,509	(294)	-0.6%	9.9%	10.4%	-0.6%
Delta - Endeavor	0	48	(48)	100.0%	3,167	1,257	1,910	100.0%	0.7%	0.3%	0.4%
Delta - Go Jet	4,968	0	4,968	100.0%	13,739	180	13,559	7532.8%	2.9%	0.0%	2.8%
Delta - SkyWest	1,531	4,955	(3,424)	-69.1%	6,906	13,334	(6,428)	-48.2%	1.4%	2.9%	-1.5%
Frontier	3,991	0	3,991	100.0%	15,784	0	15,784	100.0%	3.3%	0.0%	3.3%
Jet Blue	7,347	7,219	128	1.8%	29,902	30,406	(504)	-1.7%	6.2%	6.7%	-0.4%
One-Jet	0	626	(626)	-100.0%	0	1,604	(1,604)	-100.0%	0.0%	0.4%	-0.4%
Southwest	44,589	49,413	(4,824)	-9.8%	168,628	196,323	(27,695)	-14.1%	35.2%	43.1%	-7.9%
United	7,247	4,602	2,645	100.0%	16,819	5,777	11,042	191.1%	3.5%	1.3%	2.2%
United Express - Air Wisconsin	1,872	1,641	231	100.0%	8,537	1,641	6,896	100.0%	1.8%	0.4%	1.4%
United Exp-Commutair	7,571	9,562	(1,991)	-20.8%	26,245	30,554	(4,309)	-14.1%	5.5%	6.7%	-1.2%
United Exp-Express Jet	873	434	439	101.2%	6,374	5,158	1,216	23.6%	1.3%	1.1%	0.2%
United Express - Go Jet	395	0	395	0.0%	395	0	395	100.0%	0.1%	0.0%	0.1%
United Exp-Mesa	1,536	0	1,536	100.0%	1,580	0	1,580	100.0%	0.3%	0.0%	0.3%
United Exp-Republic	0	849	(849)	100.0%	247	849	(602)	100.0%	0.1%	0.2%	-0.1%
United Exp-SkyWest	483	1,680	(1,197)	-71.3%	1,455	8,877	(7,422)	-83.6%	0.3%	1.9%	-1.6%
United Exp-TransStates	0	477	(477)	-100.0%	0	6,271	(6,271)	-100.0%	0.0%	1.4%	-1.4%
Other - Charters	71	143	(72)	-50.3%	709	395	314	79.5%	0.1%	0.1%	0.1%
Total	133,722	122,342	11,380	9.3%	478,502	455,257	23,245	5.1%	100.0%	100.0%	0.0%

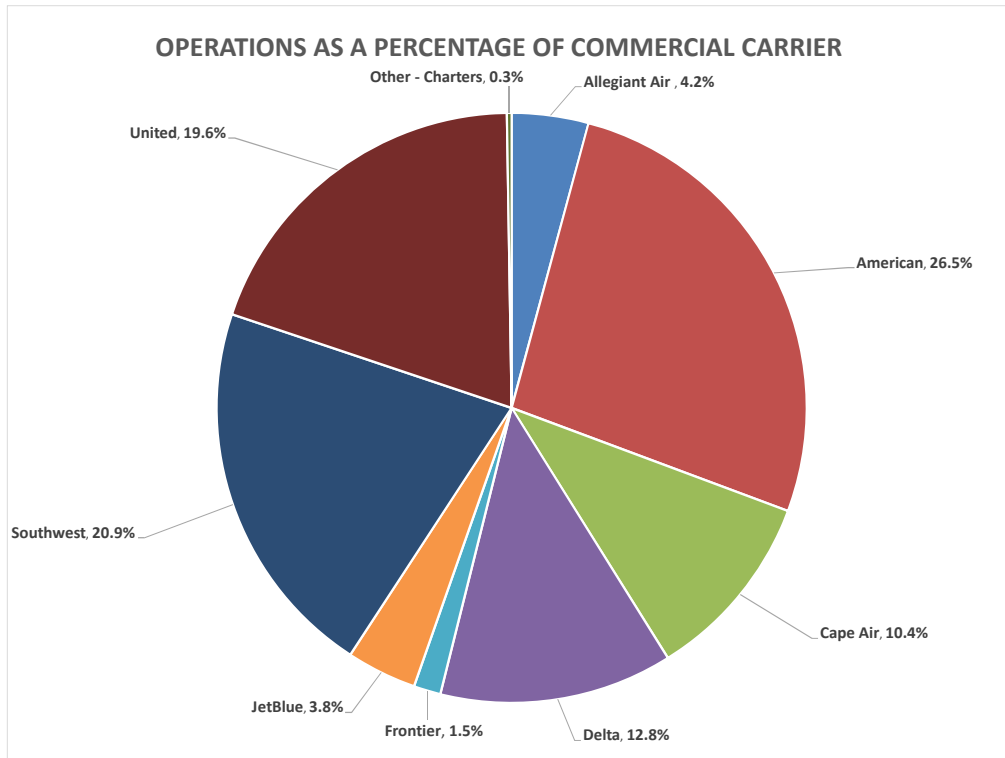
YTD Budget	YTD Actual	# Variance	% Variance
465,591	478,502	12,911	2.8%

Albany International Airport Aircraft Operations by Type For the four months ended April 30



Type	2019	2018	% Change	2017	2016
Passenger	12,664	12,972	-2.4%	12,866	12,854
Cargo	1,232	1,370	-10.1%	1,378	1,394
Charters & Corporate	1,082	1,278	-15.3%	665	901
Sub Total	14,978	15,620	-4.1%	14,909	15,149
General Aviation	3,333	3,400	-2.0%	3,833	4,218
Military	956	1,066	-10.3%	929	966
Total	19,267	20,086	-4.1%	19,671	20,333

Albany International Airport Operations Per Carrier For the four months ended April 30

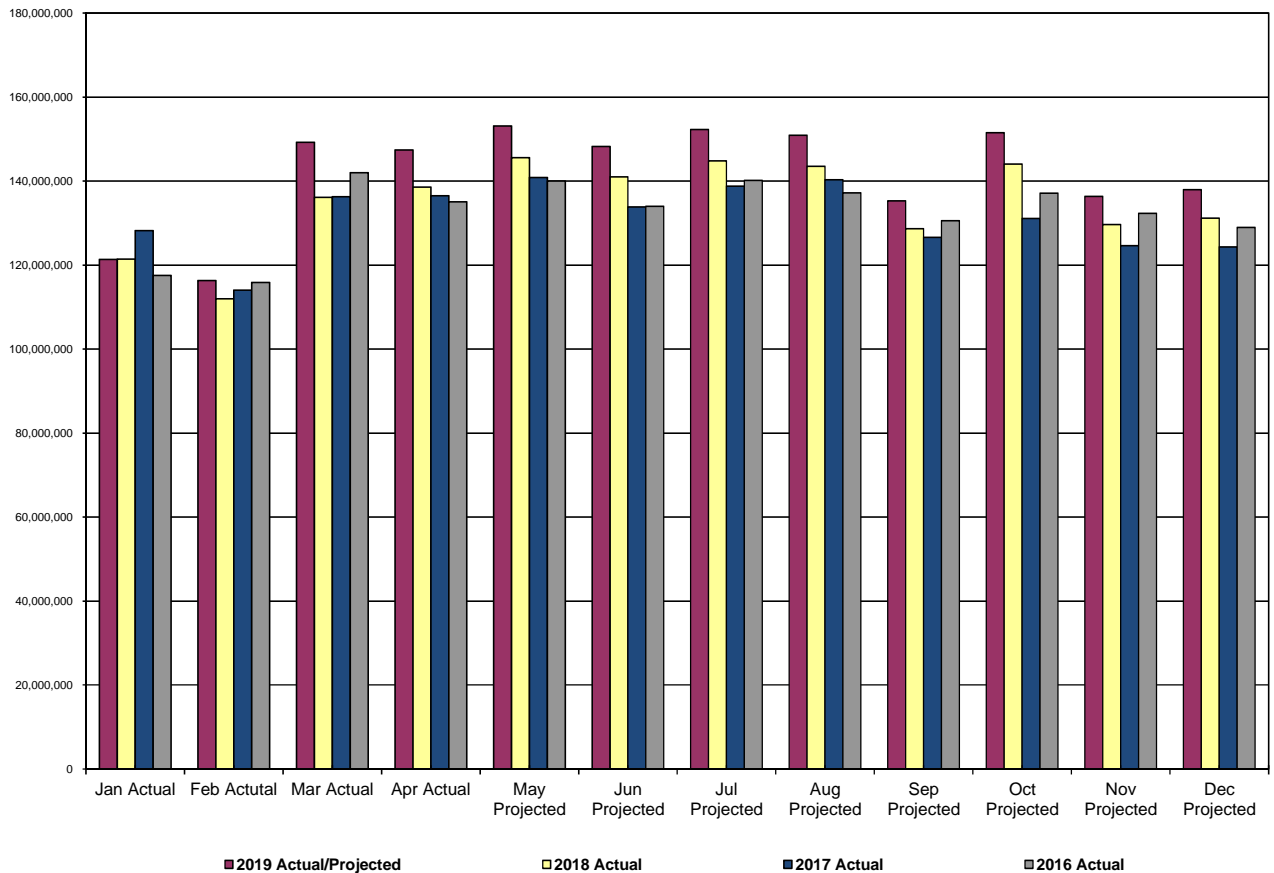


Carrier	# Sch.	Current Month			Year To Date			YTD Market Share			
		2019	2018	Change	2019	2018	Change	2019	2018	Change	
Allegiant Air	174	174	0	174	532	0	532	3.6%	0.0%	3.6%	
American	122	118	152	(34)	516	542	26	5.0%	3.6%	0.3%	
American - Air Wisconsin	0	0	0	0	0	18	-18	-100.0%	0.0%	-0.1%	
American - Envoy	150	146	120	26	564	468	96	20.5%	3.8%	0.8%	
American - Piedmont	350	342	210	132	1,234	536	698	130.2%	8.2%	4.8%	
American - PSA	288	286	78	208	1,014	858	156	18.2%	6.8%	1.3%	
American - Republic Airways	0	0	230	(230)	0	724	-724	-100.0%	0.0%	-4.6%	
American - Skywest	0	0	0	0	0	0	0	0.0%	0.0%	0.0%	
American - Trans States	0	0	42	(42)	0	52	-52	-100.0%	0.0%	-0.3%	
Boutique Air	0	0	108	(108)	0	378	-378	-100.0%	0.0%	-2.4%	
Cape Air	354	354	328	26	1,320	1,302	18	1.4%	8.8%	0.5%	
Delta	232	232	234	(2)	800	910	-110	-12.1%	5.3%	-0.5%	
Delta - Endeavor	6	6	10	(4)	114	70	44	100.0%	0.8%	0.4%	
Delta - Express Jet	0	0	2	(2)	0	2	-2	-100.0%	0.0%	0.0%	
Delta - Go Jet	154	154	0	154	464	4	460	11500.0%	3.1%	0.0%	
Delta-Republic	0	0	2	(2)	0	2	-2	-100.0%	0.0%	0.0%	
Delta - Sky West	48	54	204	(150)	240	564	-324	-57.4%	1.6%	-2.0%	
Elite Airlines	0	0	12	(12)	0	12	-12	0.0%	0.0%	-0.1%	
Frontier	54	52	0	52	188	0	188	100.0%	1.3%	0.0%	
JetBlue	120	124	122	2	486	472	14	3.0%	3.2%	0.2%	
One Jet	0	0	122	(122)	0	374	-374	-100.0%	0.0%	-2.4%	
Southwest	682	682	792	(110)	2,652	3,060	-408	-13.3%	17.7%	-1.9%	
United	132	132	86	46	316	110	206	187.3%	2.1%	0.7%	
United Air Wisconsin	86	86	76	10	388	76	312	100.0%	2.6%	0.5%	
United - Commut Air	364	364	458	(94)	1,268	1,538	-270	-17.6%	8.5%	-1.3%	
United - Express Jet	56	52	24	28	368	270	98	36.3%	2.5%	0.8%	
United - Go Jet	14	12	0	12	0	12	-12	0.0%	0.1%	0.0%	
United - Mesa	50	50	0	50	54	0	54	100.0%	0.4%	0.0%	
United - Republic Airways	0	0	32	(32)	14	32	-18	100.0%	0.1%	-0.1%	
United - SkyWest	20	20	58	(38)	62	324	-262	-80.9%	0.4%	2.1%	
United - Trans States	0	0	16	(16)	0	290	-290	-100.0%	0.0%	1.9%	
Other - Charters	4	4	2	2	32	10	22	100.0%	0.2%	0.1%	
Subtotal	3,460	3,444	3,520	(76)	12,664	12,972	-308	-2.4%	84.6%	83.0%	1.6%

DHL - Ameriflight, Inc.	44	42	2	4.8%	176	170	6	3.5%	1.2%	1.1%	0.1%
Federal Express	42	40	2	5.0%	172	170	2	1.2%	1.1%	1.1%	0.0%
Federal Express - Wiggins Airways	142	172	(30)	-17.4%	648	724	-76	-10.5%	4.3%	4.6%	-0.3%
United Parcel Service	76	72	4	5.6%	236	306	-70	-22.9%	1.6%	2.0%	-0.4%
Subtotal	304	326	(22)	-6.7%	1,232	1,370	-138	-10.1%	8.2%	8.8%	-0.6%

Charter, Corporate & Diversions	250	237	13	5.5%	1,082	1,278	-196	-15.3%	7.2%	8.2%	-1.0%
Total	3,998	4,083	(85)	-2.1%	14,978	15,620	-642	-4.1%	100.0%	100.0%	0.0%

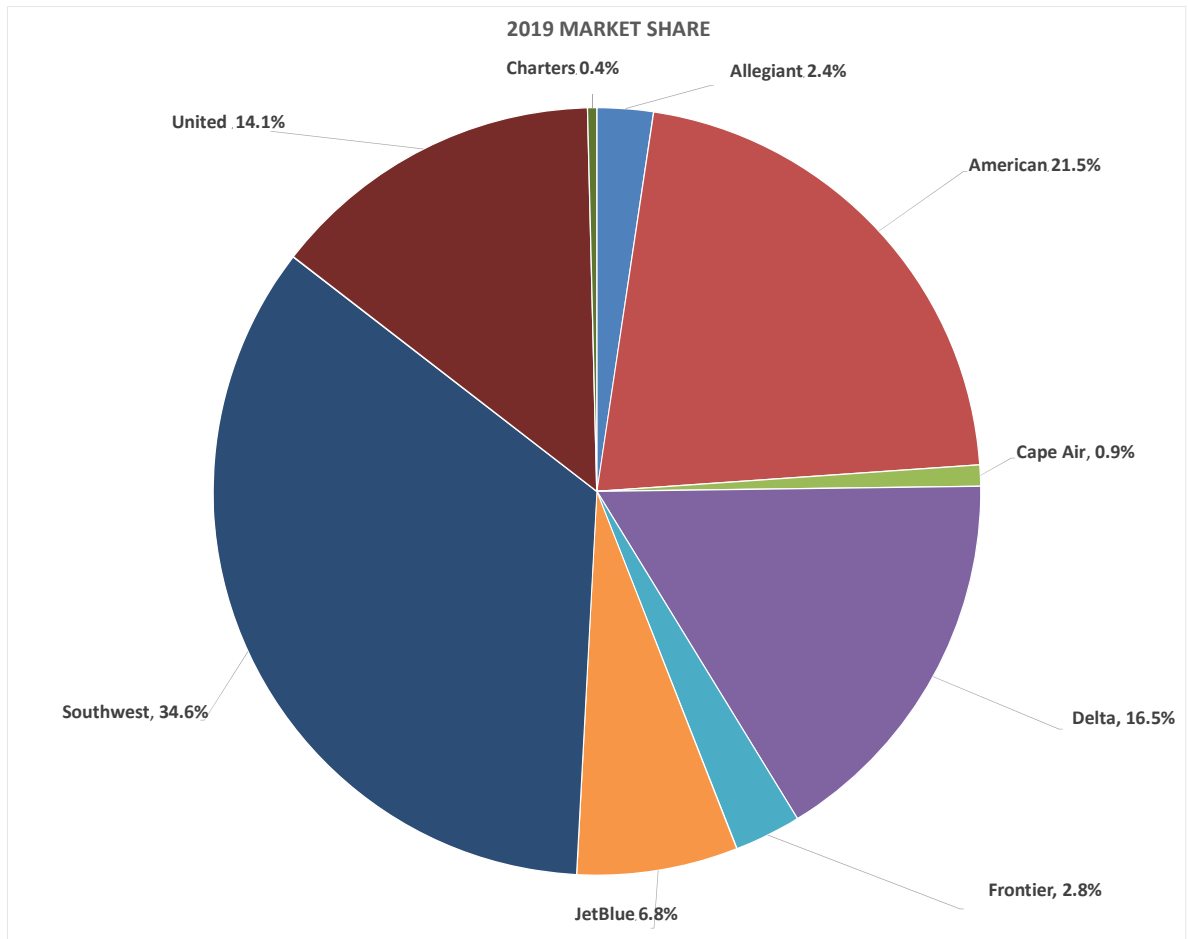
Albany International Airport Landed Weights 2016 - 2019 For the four months ended April 30



		2019	2019 Budget	2019 Variance	2018	2019 vs. 2018	2017	2016
January	(Actual)	121,373,829	125,515,413	(4,141,584)	121,408,632	0.0%	128,222,843	117,525,483
February	(Actual)	116,327,437	115,761,286	566,151	111,973,654	3.9%	114,046,534	115,840,308
March	(Actual)	149,236,574	140,696,948	8,539,626	136,093,437	9.7%	136,249,073	142,019,773
April	(ACTUAL)	147,433,306	143,280,167	4,153,139	138,592,135	6.4%	136,505,291	135,028,314
May	(Projected)	153,083,964	150,472,077	2,611,888	145,548,731	5.2%	140,846,914	139,980,749
June	(Projected)	148,268,805	145,739,073	2,529,732	140,970,587	5.2%	133,835,433	133,960,121
July	(Projected)	152,310,357	149,711,669	2,598,688	144,813,203	5.2%	138,796,395	140,184,045
August	(Projected)	150,915,515	148,340,625	2,574,890	143,487,018	5.2%	140,343,697	137,206,202
September	(Projected)	135,326,491	133,017,578	2,308,913	128,665,331	5.2%	126,632,991	130,566,058
October	(Projected)	151,494,978	148,910,201	2,584,777	144,037,958	5.2%	131,118,304	137,092,985
November	(Projected)	136,339,604	134,013,405	2,326,199	129,628,576	5.2%	124,636,868	132,288,190
December	(Projected)	137,958,376	135,604,558	2,353,818	131,167,667	5.2%	124,327,179	128,999,178
Total		1,700,069,237	1,671,063,000	29,006,237	1,616,386,930	5.2%	1,575,561,523	1,590,691,408

YTD Landed Weight 534,371,146 525,253,814 9,117,332 508,067,858 5.2% 515,023,741 510,413,879

Albany International Airport Landed Weights Per Carrier For the four months ended April 30



Carrier	Current Month		#	%	Year To Date		#	%	YTD Market Share		%
	2019	2018			Change	Change			2019	2018	
Allegiant	12,065,845	0	12,065,845	100.0%	36,925,063	0	36,925,063	100.0%	6.9%	0.0%	6.9%
American	8,229,901	10,575,402	(2,345,501)	-22.2%	37,532,507	37,439,411	93,096	0.2%	7.0%	7.4%	-0.3%
American Eagle	20,055,349	20,272,547	(217,197)	-1.1%	72,151,355	82,235,237	(10,083,882)	-12.3%	13.5%	16.2%	-2.7%
Boutique Air	0	535,680	(535,680)	-100.0%	0	1,874,882	(1,874,882)	-100.0%	0.0%	0.4%	-0.4%
Cape Air	1,212,451	1,123,399	89,051	7.9%	4,521,000	4,459,348	61,652	1.4%	0.8%	0.9%	0.0%
Delta	16,029,000	15,291,102	737,898	4.8%	54,555,501	57,393,207	(2,837,706)	-4.9%	10.2%	11.3%	-1.1%
Delta Connection	7,380,104	6,042,057	1,338,047	22.1%	29,320,412	16,909,054	12,411,358	73.4%	5.5%	3.3%	2.2%
Elite Airlines	0	282,000	(282,000)	-100.0%	0	282,000	(282,000)	-100.0%	0.0%	0.1%	-0.1%
Frontier	3,902,387	0	3,902,387	100.0%	14,334,167	0	14,334,167	100.0%	2.7%	0.0%	2.7%
JetBlue	8,800,382	8,674,078	126,304	1.5%	34,567,519	33,558,727	1,008,793	3.0%	6.5%	6.6%	-0.1%
One Jet	0	1,992,175	(1,992,175)	-100.0%	0	5,099,192	(5,099,192)	-100.0%	0.0%	1.0%	-1.0%
Southwest	46,304,000	52,155,201	(5,851,201)	-11.2%	176,431,200	202,561,201	(26,130,001)	-12.9%	33.0%	39.9%	-6.9%
United	9,477,872	5,938,312	3,539,559	100.0%	22,692,925	7,650,492	15,042,433	196.6%	4.2%	1.5%	2.7%
United Expresses	13,734,015	15,586,180	(1,852,165)	-11.9%	49,327,496	57,985,105	(8,657,610)	-14.9%	9.2%	11.4%	-2.2%
Charters/Divisions	242,000	124,000	118,000	95.2%	2,012,000	620,000	1,392,000	224.5%	0.4%	0.1%	0.3%
Total	147,433,306	138,592,135	8,841,171	6.4%	534,371,146	508,067,858	26,303,288	5.2%	100.0%	100.0%	0.0%

(0)

YTD Budget	YTD Actual	# Variance	% Variance
525,253,814	534,371,146	9,117,332	1.7%

Albany International Airport

Cargo, Mail & Express Handled by Carrier

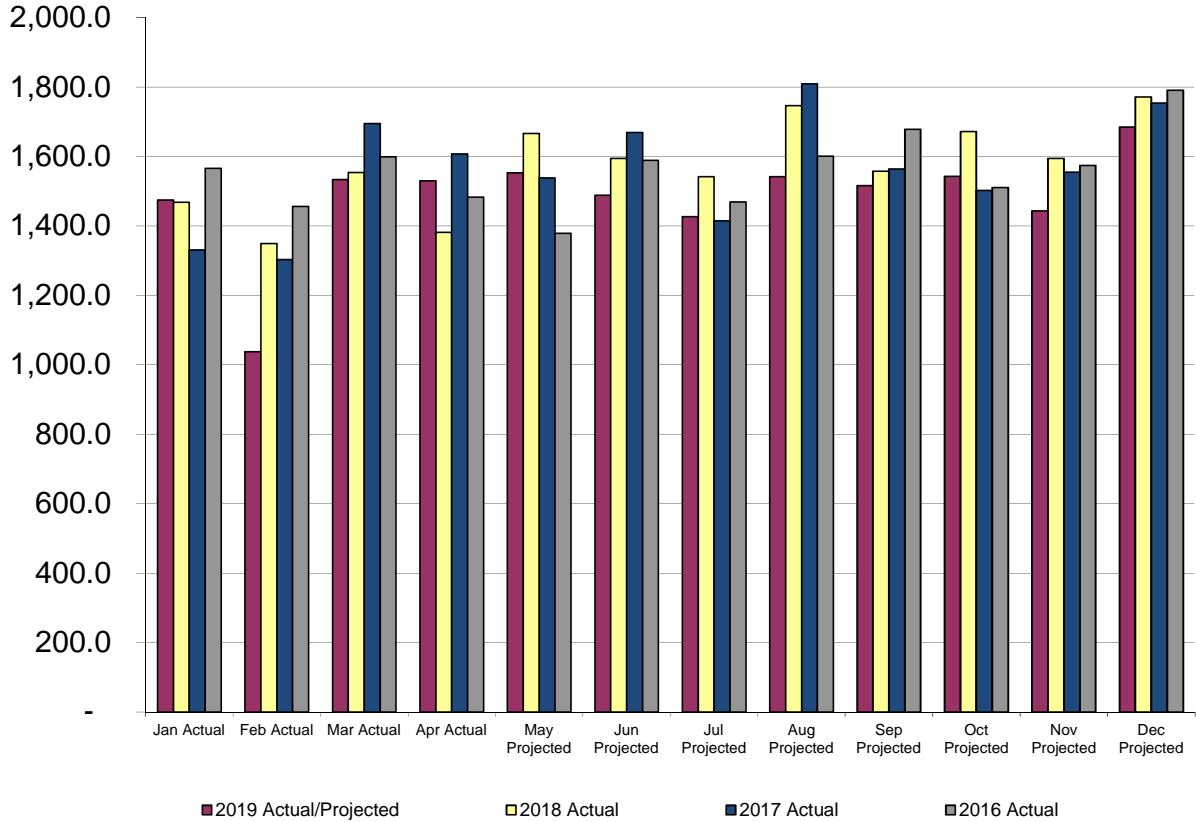
For the four months ended April 30

(In Tons)

	CARGO		19 vs. 18	MAIL & EXPRESS		19 vs. 18
	2019	2018	% Change	2019	2018	% Change
January	926.34	906.25	2.2%	547.91	561.55	-2.4%
February	540.45	867.99	-37.7%	496.76	481.10	3.3%
March	939.26	985.47	-4.7%	594.27	568.51	4.5%
April	929.33	871.82	6.6%	600.63	509.85	17.8%
May		1,011.26	-100.0%		655.23	-100.0%
June		970.52	-100.0%		624.09	-100.0%
July		940.60	-100.0%		600.88	-100.0%
August		1,039.71	-100.0%		706.45	-100.0%
September		925.13	-100.0%		632.21	-100.0%
October		1,023.92	-100.0%		647.75	-100.0%
November		976.95	-100.0%		617.48	-100.0%
December		928.31	-100.0%		842.98	-100.0%
Total	3,335.38	3,631.53	-8.2%	2,239.57	2,121.01	5.6%
Total Fiscal Year		12,039.20			6,700.28	

Carrier	Cargo, Mail & Express		19 vs. 18	Cargo, Mail & Express	
	2019	2018	% Change	2017	2016
American	0.17	1.34	-87.2%	16.54	16.36
American - Air Wisconsin	0.00	0.08	-100.0%	0.27	2.39
American - Envoy	0.24	0.56	-57.6%	0.11	1.28
American - Piedmont	8.43	0.93	806.0%	0.48	1.21
American - PSA	10.09	4.44	127.4%	0.00	0.17
American - Republic Airways	0.00	0.00	0.0%	0.06	0.01
American - Skywest	0.00	0.00	0.0%	0.02	0.00
American - Trans States	0.00	0.12	0.0%	0.06	0.00
Delta	32.58	35.34	-7.8%	23.42	30.68
Southwest	145.93	113.23	28.9%	130.01	185.07
United	1.92	0.97	97.6%	8.76	0.00
Airline Subtotal	199.37	157.00	27.0%	179.74	237.17
DHL - Ameriflight, Inc.	153.57	170.63	-10.0%	260.78	144.60
Federal Express	2,660.07	2,918.32	-8.8%	2,940.18	3,286.01
Federal Express - Wiggins Airways	241.77	287.59	-15.9%	324.36	356.57
United Parcel Serv	2,320.18	2,219.00	4.6%	2,231.07	2,077.49
Subtotal Cargo	5,375.58	5,595.54	-3.9%	5,756.39	5,864.67
Total	5,574.95	5,752.54	-3.1%	5,936.14	6,101.83
Total Fiscal Year		18,739.48		18,692.11	19,372.93

Albany International Airport Cargo, Mail & Express 2016 - 2019 For the four months ended April 30



(In tons)		2019	Budget 2019	# Variance	% Variance	2018	2019 vs. 2018	2017	2016
January	(Actual)	1,474.3	1,461.6	12.7	0.9%	1,467.8	0.4%	1,330.9	1,565.4
February	(Actual)	1,037.2	1,364.6	(327.4)	-24.0%	1,349.1	-23.1%	1,303.2	1,455.6
March	(Actual)	1,533.5	1,561.7	(28.1)	-1.8%	1,554.0	-1.3%	1,694.5	1,598.4
April	(ACTUAL)	1,530.0	1,509.0	21.0	1.4%	1,381.7	10.7%	1,607.6	1,482.5
May	(Projected)	1,552.8	1,642.5	(89.7)	-5.5%	1,666.5	-6.8%	1,537.5	1,379.0
June	(Projected)	1,488.3	1,574.3	(85.9)	-5.5%	1,594.6	-6.7%	1,669.2	1,588.9
July	(Projected)	1,426.5	1,508.9	(82.4)	-5.5%	1,541.5	-7.5%	1,414.4	1,468.6
August	(Projected)	1,541.3	1,630.3	(89.0)	-5.5%	1,746.2	-11.7%	1,808.9	1,601.0
September	(Projected)	1,516.2	1,603.7	(87.5)	-5.5%	1,557.3	-2.6%	1,563.4	1,677.6
October	(Projected)	1,542.3	1,631.4	(89.1)	-5.5%	1,671.7	-7.7%	1,502.2	1,510.3
November	(Projected)	1,442.9	1,526.2	(83.3)	-5.5%	1,594.4	-9.5%	1,554.4	1,574.1
December	(Projected)	1,684.7	1,782.0	(97.3)	-5.5%	1,771.3	-4.9%	1,753.3	1,790.7
		17,770.0	18,796.0	(1,026.0)	-5.5%	18,896.0	-6.0%	18,739.5	18,692.1
YTD Cargo, Mail, & Express		5,575.0	5,896.8	(321.9)	-5.5%	5,752.5	-3.1%	5,936.1	6,101.8

**** UNAUDITED - FOR INTERNAL REVIEW****



Financial Information

Albany County Airport Authority
Statements of Net Position

	Unaudited April 30, 2019	Audited December 31, 2018
<u>ASSETS</u>		
CURRENT ASSETS		
Unrestricted Assets		
Cash and cash equivalents	\$ 28,695,345	\$ 27,170,120
Accounts receivable - net	1,258,704	2,206,229
Due from Albany County	-	248,724
Prepaid Expenses	418,266	951,673
Total Unrestricted Assets	<u>30,372,315</u>	<u>30,576,746</u>
Restricted Assets		
CFC Funds	54,682	-
Capital Funds	23,123,254	25,897,864
PFC Funds	14,040,309	13,904,279
Revenue Bond Funds	16,809,974	12,778,763
FAA Restricted Funds:	1,067,062	198,096
Concession Improvement Funds	888,499	859,098
Total Restricted Assets	<u>55,983,780</u>	<u>53,638,100</u>
Total Current Assets	<u>86,356,095</u>	<u>84,214,846</u>
NON-CURRENT ASSETS		
Bond Insurance Premiums	280,784	300,790
Capital Assets	241,512,737	237,254,042
Prepaid Expenses	240,538	255,973
Total Non-Current Assets	<u>242,034,059</u>	<u>237,810,805</u>
Total Assets	<u>328,390,154</u>	<u>322,025,651</u>
<u>DEFERRED OUTFLOWS OF RESOURCES</u>		
Refunding	3,031,913	3,031,913
OPEB Expenses	34,725	34,725
Pension Expenses	782,773	782,773
Total Deferred Outflows of Resources	<u>3,849,411</u>	<u>3,849,411</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Payable from Unrestricted Assets	\$ 5,361,560	\$ 7,117,841
Payable from Restricted Assets	13,200,157	9,320,889
Total Current Liabilities	<u>18,561,717</u>	<u>16,438,730</u>
NON-CURRENT LIABILITIES		
Bonds and other debt obligations	86,676,494	86,676,495
Net OPEB liability	6,621,984	6,621,984
Net pension liability - proportionate share	152,292	152,292
Total Non-Current Liabilities	<u>93,450,770</u>	<u>93,450,771</u>
Total Liabilities	<u>112,012,487</u>	<u>109,889,501</u>
<u>DEFERRED INFLOWS OF RESOURCES</u>		
Concession Improvement Funds	888,499	859,098
OPEB expenses	64,289	64,289
Pension expenses	492,514	492,514
Total Deferred Inflows of Resources	<u>1,445,302</u>	<u>1,415,901</u>
<u>NET POSITION</u>		
Invested in Capital Assets, net of Related Debt	169,944,354	170,718,128
Restricted	30,099,710	26,650,235
Unrestricted	<u>18,737,712</u>	<u>17,201,297</u>
Net Position	<u>218,781,776</u>	<u>214,569,660</u>

Albany County Airport Authority
2019 Summary of Revenues, Expenses and Net Results

	2019 Adopted FY Budget	APRIL 2019				April 2018 YTD Actual	2019 Actual / Prior Year Var %
		Budget YTD	Actual YTD	Variance YTD	Variance %		
AIRPORT REVENUES							
Airline	\$ 15,065,276	\$ 5,002,957	\$ 5,224,649	\$ 221,692	4.43%	\$ 5,001,148	4.47%
Non-Airline	30,777,802	10,168,165	10,523,801	355,636	3.50%	9,846,248	6.88%
Total Revenues	45,843,078	15,171,122	15,748,450	577,328	3.81%	14,847,396	6.07%
FIXED BASED OPERATOR RETAIL SALES							
Fixed Based Operator Retail Sales	8,083,298	2,836,948	2,957,236	120,288	4.24%	2,868,928	3.08%
Cost of Sales	5,494,245	1,968,414	1,843,669	124,745	6.34%	1,898,670	2.90%
Net FBO Retail Sales	2,589,053	868,534	1,113,567	245,033	28.21%	970,258	14.77%
EXPENSE SUMMARY							
AvPorts-Airport Management	24,011,186	8,572,534	8,215,254	357,280	4.17%	7,968,424	-3.10%
Million Air-FBO Management	3,265,773	1,165,667	1,171,261	(5,594)	-0.48%	1,122,323	-4.36%
Authority	4,862,390	1,889,753	1,830,266	59,487	3.15%	1,758,103	-4.10%
Total Expenses	32,139,349	11,627,954	11,216,781	411,173	3.54%	10,848,850	-3.39%
OPERATING RESULTS	16,292,782	4,411,702	5,645,236	1,233,534	27.96%	4,968,804	13.61%
OTHER REVENUES (EXPENSES)							
Interest Earnings	875,457	291,819	506,348	214,529	73.51%	4,290	11702.98%
Passenger Facility Charges	4,516,141	1,505,380	1,505,380	0	0.00%	1,443,640	4.28%
ACAA '99 EFC Debt	(712,765)	(237,588)	(237,588)	0	0.00%	(149,068)	-59.38%
ACAA '10 A Debt Service	(8,172,601)	(2,724,200)	(2,724,200)	0	0.00%	(3,542,048)	23.09%
ACAA '17 A Debt Service	(430,225)	(143,408)	(143,408)	0	0.00%	(252,460)	43.20%
ACAA '17 B Debt Service	(1,130,125)	(376,708)	(376,708)	0	0.00%	(401,308)	6.13%
ACAA '18 A Debt Service	(771,322)	(257,107)	(257,107)	0	0.00%	0	100.00%
ACAA '18 B Debt Service	(703,378)	(234,459)	(234,459)	0	0.00%	0	100.00%
Line of Credit Interest	0	0	(2,187)	(2,187)	100.00%	0	100.00%
Non-Capital Equipment	(432,090)	(144,030)	(169,154)	(25,124)	17.44%	(53,286)	-217.45%
Insurance Recoveries	0	0	8,704	8,704	100.00%	76,654	88.65%
Insured Expenses	0	0	0	0	100.00%	(76,654)	100.00%
Customer Facility Charges Income	0	0	186,056	186,056	100.00%	0	100.00%
Customer Facility Charges Expense	0	0	(309,457)	(309,457)	100.00%	0	100.00%
Grant Income	138,700	46,233	45,600	(633)	-1.37%	194,809	76.59%
Improvement Charges	368,400	122,800	122,800	0	0.00%	122,800	0.00%
Total Other Revenues(Expenses)	(6,453,808)	(2,151,270)	(2,079,382)	71,888	-3.34%	(2,632,631)	21.02%
NET RESULTS BEFORE RESERVES	9,838,974	2,260,432	3,565,854	1,305,422	57.75%	2,336,173	-52.64%
Less: Capital Improvements	(3,306,134)	(1,102,045)	(4,408,179)	(3,306,134)	300.00%	(1,041,232)	-323.36%
Less: Reserve Requirements	(435,879)	(435,879)	(435,879)	0	0.00%	(200,381)	117.53%
NET RESULTS	6,096,961	722,508	(1,278,204)	(2,000,712)	-276.91%	1,094,560	216.78%
Revenue Sharing:							
Transfer to/from Airlines (50%)	3,048,481	361,254	(639,102)	(1,000,356)	-276.91%	547,280	216.78%
Authority Share (50%)	3,048,481	361,254	(639,102)	(1,000,356)	-276.91%	547,280	216.78%
Less: Airline Incentives	(1,000,000)	(333,333)	(448,725)	(115,392)	34.62%	(30,301)	1380.89%
Net Authority Share	\$ 2,048,481	\$ 27,921	\$ (1,087,827)	\$ (1,115,748)	-3996.11%	\$ 516,979	-310.42%

MONTHLY RECAP	Adopted FY Budget		2019 Actual YTD		2018 Actual YTD	
	Operating	Net	Operating	Net	Operating	Net
	Results	Results	Results	Results	Results	Results
JANUARY	\$ 656,283	\$ 118,465	\$ 814,297	\$ 347,237	\$ 896,108	\$ 213,276
FEBRUARY	935,136	397,318	1,435,042	974,785	806,806	122,834
MARCH	1,298,730	760,913	1,614,195	884,983	1,461,110	916,451
APRIL	1,521,553	983,736	1,781,702	1,358,849	1,804,780	1,083,612
Sub Total	\$ 4,411,702	\$ 2,260,432	\$ 5,645,236	\$ 3,565,854	\$ 4,968,804	\$ 2,336,173
MAY	1,449,727	911,910				
JUNE	1,471,425	933,608				
JULY	1,717,001	1,179,184				
AUGUST	1,629,546	1,091,729				
SEPTEMBER	1,219,386	681,568				
OCTOBER	1,813,529	1,275,712				
NOVEMBER	1,317,012	779,195				
DECEMBER	1,263,454	725,636				
TOTAL	\$ 16,292,782	\$ 9,838,974	\$ 5,645,236	\$ 3,565,854	\$ 4,968,804	\$ 2,336,173

Albany County Airport Authority
Revenue Summary

	2019	APRIL 2019			April 2018 Actual	2019 Actual / Prior Year Variance %
	Adopted FY Budget	Budget YTD	Actual YTD	Variance YTD		
AIRLINE REVENUES						
COMMERCIAL	\$ 6,728,685	\$ 2,247,100	\$ 2,309,782	\$ 62,684	2.79%	\$ 2,239,773 3.13%
CARGO	581,234	183,614	183,242	(372)	-0.20%	181,568 0.92%
TERMINAL	6,462,546	2,154,182	2,293,064	138,882	6.45%	2,154,687 6.42%
FBO	1,292,811	418,061	438,561	20,501	4.90%	425,120 3.16%
TOTAL AIRLINE REVENUES	15,065,276	5,002,957	5,224,649	221,695	4.43%	5,001,148 4.47%
NON-AIRLINE REVENUES						
AIRFIELD	517,879	140,880	143,302	2,422	1.72%	148,478 -3.49%
TERMINAL	3,549,419	1,097,740	1,218,704	120,964	11.02%	1,083,839 12.44%
GROUND TRANSPORTATION	21,082,046	6,969,878	7,238,606	268,728	3.86%	6,825,176 6.06%
OTHER AIRPORT	5,628,458	1,959,667	1,923,189	(36,478)	-1.86%	1,788,755 7.52%
TOTAL NON AIRLINE REVENUES	30,777,802	10,168,165	10,523,801	355,636	3.50%	9,846,248 6.88%
TOTAL REVENUES	\$ 45,843,078	\$15,171,122	\$15,748,450	\$ 577,331	3.81%	\$14,847,396 6.07%

Albany County Airport Authority
Net FBO Retail Sales
For the Four Months Ending Tuesday, April 30, 2019

	Total Annual Budget	This Month Budget	This Month Actual	Var This Mo. To Budget	Year to Date Budget	Year to Date Actual	Var This Year to Budget
FIXED BASED OPERATOR RETAIL SALES							
Jet A Fuel Sales	\$5,782,543	\$424,996	\$336,176	(\$88,820)	\$1,641,931	\$1,568,963	(\$72,968)
Fuel Costs - Jet A	(3,383,148)	(248,649)	(194,256)	54,393	(960,632)	(897,396)	63,236
Fuel Discounts - Jet A	(350,000)	(25,724)	(24,234)	1,490	(99,381)	(110,757)	(11,376)
Net Jet A Fuel Sales	2,049,395	150,623	117,686	(32,937)	581,918	560,810	(21,108)
AvGas Fuel Sales	274,825	23,262	23,186	(76)	69,824	74,232	4,407
Fuel Costs - AvGas	(208,635)	(17,659)	(19,188)	(1,529)	(53,007)	(60,113)	(7,106)
Fuel Discounts - AvGas	(4,000)	(339)	(276)	63	(1,016)	(1,036)	(20)
Net AvGas Fuel Sales	62,190	5,264	3,722	(1,542)	15,801	13,083	(2,718)
Commercial AvGas Fuel Sales	256,631	18,934	33,237	14,303	78,141	117,426	39,285
Fuel Costs-Comm AvGas	(233,069)	(17,195)	(29,740)	(12,544)	(70,967)	(104,177)	(33,210)
Net Comm AvGas Fuel Sales	23,562	1,738	3,498	1,759	7,174	13,250	6,075
Auto & Diesel Fuel Sales	330,581	24,382	21,351	(3,031)	160,515	143,164	(17,351)
Fuel Costs - Auto & Diesel	(278,000)	(18,643)	(16,829)	1,814	(125,020)	(107,740)	17,280
Net Auto & Diesel Fuel Sales	52,581	5,740	4,522	(1,218)	35,495	35,424	(70)
Deicing Services	734,920	30,279	32,495	2,217	456,039	711,865	255,825
Deicing Costs Type I, Type IV	(390,173)	(16,480)	(12,633)	3,848	(242,118)	(251,373)	(9,254)
Net Deicing Services	344,747	13,798	19,863	6,064	213,921	460,492	246,571
Deicing Consortium	643,220	21,668	8,641	(13,027)	414,940	309,047	(105,893)
Deicing Costs Type I, Type IV	(643,220)	(21,668)	(8,263)	13,405	(414,940)	(310,192)	104,747
Net Deicing Consortium	0	0	377	377	0	(1,146)	(1,146)
FBO Services	60,578	3,300	10,917	7,617	15,558	32,540	16,982
Catering	(1,000)	(83)	0	83	(333)	0	333
Oil	(3,000)	(250)	(25)	225	(1,000)	(885)	115
Net FBO Services	56,578	2,966	10,892	7,925	14,225	31,655	17,430
NET FBO RETAIL SALES	2,589,053	180,130	160,559	(19,570)	868,534	1,113,567	245,034

Albany County Airport Authority
Expense Summary

	2019	APRIL 2019			April	2019 Actual /	
	Adopted FY	Budget	Actual	Variance			Variance
	Budget	YTD	YTD	YTD	%	Actual	Variance %
EXPENSES - SUMMARY							
AvPort-Airport Management	\$ 24,011,186	\$ 8,572,534	\$ 8,215,254	\$ 357,280	4.2%	\$ 7,968,424	-3.1%
Million Air-FBO Management Authority	3,265,773	1,165,667	1,171,261	(5,594)	-0.5%	1,122,323	-4.4%
	4,862,390	1,889,753	1,830,266	59,486	3.1%	1,758,103	-4.1%
	<u>\$ 32,139,349</u>	<u>\$ 11,627,954</u>	<u>\$ 11,216,781</u>	<u>\$ 411,173</u>	<u>3.5%</u>	<u>\$ 10,848,850</u>	<u>-3.4%</u>
EXPENSES BY CATEGORY							
Personal Services	\$ 11,231,810	\$ 3,747,426	\$ 3,597,483	\$ 149,943	4.0%	\$ 3,516,016	-2.3%
Employee Benefits	5,668,604	1,939,728	1,806,869	132,860	6.8%	1,779,432	-1.5%
Utilities & Communications	2,205,123	1,024,689	878,709	145,980	14.2%	1,012,188	13.2%
Purchased Services							
Accounting & Auditing	61,000	45,235	81,506	(36,271)	-80.2%	46,985	-73.5%
Insurance	808,178	603,912	640,136	(36,224)	-6.0%	570,294	-12.2%
Legal Services	50,000	16,667	4,909	11,757	70.5%	17,765	72.4%
Public Safety	309,107	98,510	89,818	8,692	8.8%	82,919	-8.3%
Albany County Sheriffs	2,731,859	910,620	910,620	-	0.0%	875,885	-4.0%
Parking Valet Service	350,000	127,171	160,420	(33,249)	-26.1%	124,922	-28.4%
Employee Shuttle	25,000	-	15,000	(15,000)	0.0%	-	100.0%
Ground Transportation	-	-	19,880	(19,880)	100.0%	-	200.0%
Janitorial	499,204	166,292	183,452	(17,160)	200.0%	161,693	300.0%
Public Communications	975,374	303,365	252,607	50,758	300.0%	241,644	400.0%
Special Studies	69,200	23,067	2,992	20,075	400.0%	14,385	500.0%
Professional Services	879,160	294,384	284,122	10,262	500.0%	268,700	600.0%
Total Purchased Services	<u>6,758,082</u>	<u>2,589,223</u>	<u>2,645,462</u>	<u>(56,240)</u>	<u>-2.2%</u>	<u>2,405,192</u>	<u>-10.0%</u>
Material & Supplies							
Airfield	914,500	381,583	276,598	104,985	27.5%	384,157	28.0%
Buildings	2,134,569	709,539	822,829	(113,289)	-16.0%	721,506	-14.0%
Grounds	897,785	390,122	462,124	(72,002)	-18.5%	285,684	-61.8%
Vehicles	944,900	354,750	275,640	79,110	22.3%	300,306	8.2%
Total Material & Supplies	<u>4,891,754</u>	<u>1,835,995</u>	<u>1,837,193</u>	<u>(1,193)</u>	<u>-0.1%</u>	<u>1,691,656</u>	<u>-8.6%</u>
Office Administration	477,206	159,553	126,357	33,196	20.8%	107,734	-17.3%
	906,770	331,340	324,709	6,630	2.0%	336,638	3.5%
Total Expenses	<u>\$ 32,139,349</u>	<u>\$ 11,627,954</u>	<u>\$ 11,216,782</u>	<u>\$ 411,176</u>	<u>3.5%</u>	<u>\$ 10,848,856</u>	<u>-3.4%</u>
DEPARTMENT SUMMARY (DIRECT & INDIRECT)							
Direct Cost Centers							
Airfield	\$ 3,408,313	\$ 1,316,266	\$ 1,073,696	\$ 242,571	18.4%	\$ 1,274,430	15.8%
FBO	2,581,429	913,738	919,776	(6,038)	-0.7%	901,156	-2.1%
Terminal	5,575,507	1,997,777	2,080,948	(83,171)	-4.2%	1,883,354	-10.5%
Loading Bridges	311,452	102,789	101,587	1,201	1.2%	112,947	10.1%
Parking	4,725,138	1,689,287	1,637,199	52,089	3.1%	1,445,893	-13.2%
Landside	1,271,568	490,824	536,250	(45,427)	-9.3%	496,421	-8.0%
Total Direct Cost Centers	<u>17,873,407</u>	<u>6,510,681</u>	<u>6,349,456</u>	<u>161,225</u>	<u>2.5%</u>	<u>6,114,201</u>	<u>-3.8%</u>
Indirect Cost Center							
ARFF	2,144,562	715,184	621,023	94,161	13.2%	587,454	-5.7%
Operations	1,005,988	336,106	341,859	(5,753)	-1.7%	330,130	-3.6%
Security	3,152,170	1,050,603	1,021,905	28,698	2.7%	1,016,266	-0.6%
Vehicles & Equipment	1,505,340	572,964	493,313	79,651	13.9%	544,891	9.5%
Airport Mgmt Administration	911,147	300,734	307,474	(6,740)	-2.2%	276,638	-11.1%
FBO Administration	684,344	251,930	251,485	445	0.2%	221,166	-13.7%
Airport Authority Administration	4,862,390	1,889,753	1,830,266	59,486	3.1%	1,758,103	-4.1%
Total Indirect Cost Centers	<u>14,265,941</u>	<u>5,117,274</u>	<u>4,867,325</u>	<u>249,948</u>	<u>4.9%</u>	<u>4,734,648</u>	<u>-2.8%</u>
Total Expenses	<u>\$ 32,139,348</u>	<u>\$ 11,627,955</u>	<u>\$ 11,216,781</u>	<u>\$ 411,173</u>	<u>3.5%</u>	<u>\$ 10,848,849</u>	<u>-3.4%</u>

**** UNAUDITED - FOR INTERNAL REVIEW****



Airport Revenues

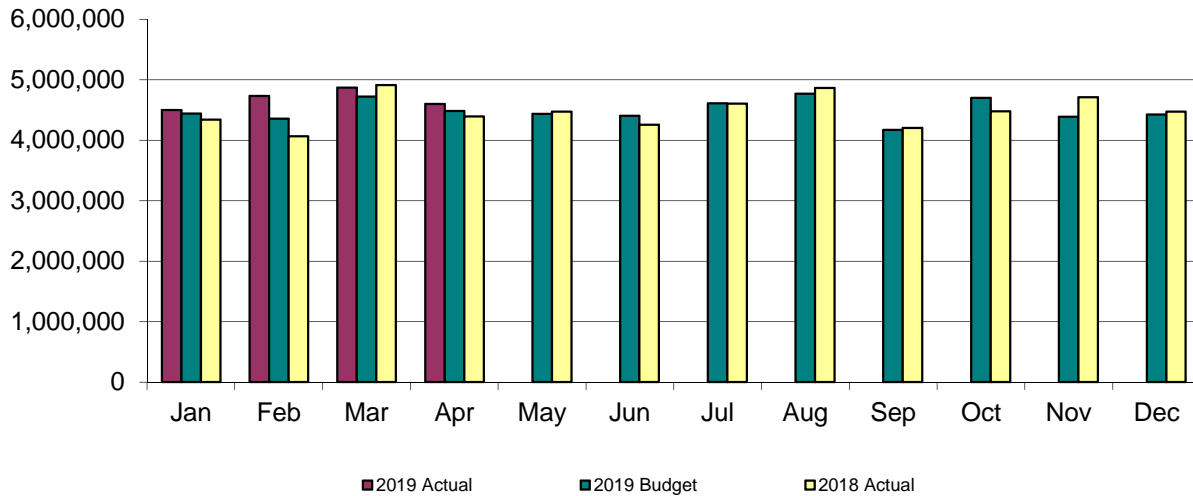
ALBANY COUNTY AIRPORT AUTHORITY
For the Four Months Ending Tuesday, April 30, 2019

	2019	April 2019			Variance %	April 2018 Actual	2019 Actual/ Prior Year Variance %
	Adopted FY Budget	Budget YTD	Actual YTD	Variance YTD			
AIRLINE REVENUES							
COMMERCIAL							
Landing Fees	\$5,619,263	\$1,766,265	\$1,803,874	\$37,610	2.13%	\$1,692,456	6.58%
Airline Apron Fees	749,370	251,884	267,131	15,248	6.05%	234,850	13.75%
Glycol Disposal Fee	360,052	228,951	238,777	9,826	4.29%	312,467	-23.58%
CARGO							
Landing Fee	581,234	183,614	183,242	(372)	-0.20%	181,568	0.92%
TERMINAL							
Loading Bridges	562,011	187,337	230,571	43,234	23.08%	200,841	14.80%
Space Rental	5,900,535	1,966,845	2,062,493	95,648	4.86%	1,953,846	5.56%
FBO							
Into Plane Fees	666,474	204,564	222,840	18,276	8.93%	217,540	2.44%
Fuel Farm Fee	626,337	213,497	215,721	2,225	1.04%	207,580	3.92%
TOTAL AIRLINE REVENUES	15,065,276	5,002,955	5,224,649	221,694	4.43%	5,001,146	4.47%
NON-AIRLINE REVENUES							
AIRFIELD							
Fees	276,222	78,256	74,191	(4,065)	-5.19%	75,326	-1.51%
Aircraft Parking Fees	206,657	45,817	42,125	(3,692)	-8.06%	44,222	-4.74%
Tenant Maintenance	35,000	16,807	26,986	10,179	60.56%	28,930	-6.72%
Total Airfield	517,879	140,881	143,303	2,422	1.72%	148,478	-3.49%
TERMINAL							
FIS Facility Use Fee	0	0	0	0	0.00%	1,520	-100.00%
Utility Reimbursement	24,000	7,538	8,141	604	8.01%	8,230	-1.07%
Tenant Maintenance	25,000	4,017	(624)	(4,640)	-115.53%	7,379	-108.45%
Space Rent - Non Airline	737,745	243,976	244,192	216	0.09%	239,392	2.00%
Food & Beverage	1,000,812	308,919	391,038	82,119	26.58%	316,216	23.66%
Retail	887,626	272,642	293,677	21,035	7.72%	259,539	13.15%
Advertising	300,000	96,452	104,537	8,085	8.38%	97,058	7.71%
Foreign Currency	26,600	8,867	8,867	0	0.00%	8,867	0.00%
Payphones	2,141	756	473	(283)	-37.45%	627	-24.59%
ATM	36,803	12,265	11,558	(707)	-5.77%	11,690	-1.13%
Museum Shop	256,092	67,276	55,922	(11,354)	-16.88%	62,938	-11.15%
Operating Permits	212,385	62,332	86,965	24,633	39.52%	57,781	50.51%
Vending Machines	33,215	10,366	10,088	(278)	-2.69%	10,270	-1.77%
Baggage Cart Rentals	7,000	2,333	3,870	1,537	65.86%	2,333	65.86%
Total Terminal	3,549,419	1,097,740	1,218,704	120,964	11.02%	1,083,839	12.44%
GROUND TRANSPORTATION							
Parking	15,283,333	5,608,295	5,837,153	228,858	4.08%	5,558,032	5.02%
Rental Cars	5,177,978	1,120,779	1,126,032	5,252	0.47%	1,069,943	5.24%
Access Fees	330,970	144,216	144,493	277	0.19%	134,521	7.41%
TNCs	200,000	66,667	100,718	34,051	51.08%	33,632	199.47%
Garage Space Rent	89,765	29,922	30,210	289	0.96%	29,048	4.00%
Total Ground Transportation	21,082,046	6,969,878	7,238,606	268,728	3.86%	6,825,176	6.06%

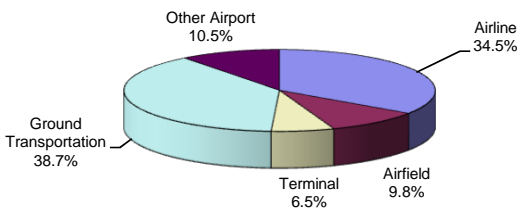
ALBANY COUNTY AIRPORT AUTHORITY
For the Four Months Ending Tuesday, April 30, 2019

	2019	April 2019			Variance %	April 2018 Actual	2019 Actual/ Prior Year Variance %
	Adopted FY Budget	Budget YTD	Actual YTD	Variance YTD			
OTHER AIRPORT							
Telephone System -	71,000	24,400	23,410	(990)	-4.06%	23,600	-0.81%
Building Rental	110,882	52,628	53,360	732	1.39%	43,096	23.82%
Control Tower Rental	665,776	221,925	221,925	0	0.00%	221,925	0.00%
Air Cargo Facility	922,420	318,434	312,039	(6,395)	-2.01%	302,913	3.01%
State Executive Hangar	1,247,083	415,694	415,694	0	0.00%	415,694	0.00%
T Hangars	100,328	33,443	34,549	1,106	3.31%	33,443	3.31%
Tie Downs	4,176	1,392	1,419	27	1.97%	1,392	1.97%
AV Gas Fuel Sales	41,068	10,193	6,873	(3,320)	-32.57%	7,116	-3.42%
FBO Properties	387,384	158,512	121,749	(36,763)	-23.19%	150,171	-18.93%
Industrial Park	568,282	187,974	187,211	(763)	-0.41%	179,779	4.13%
Land Rental	314,289	104,914	114,665	9,751	9.29%	104,491	9.74%
Eclipse Hangar	331,373	110,389	110,801	412	0.37%	13,729	707.05%
Hangar Rental	526,833	176,484	169,423	(7,061)	-4.00%	165,062	2.64%
Internet and Cable Access	7,680	2,960	2,960	0	0.00%	4,060	-27.09%
Fingerprinting	26,000	8,667	11,680	3,013	34.76%	6,760	72.77%
Tenant Maintenance	1,000	333	889	555	166.59%	0	0.00%
Purchasing Proposals	5,000	1,667	450	(1,217)	-73.00%	265	69.81%
Ebay/Scrap/Equipment	15,000	5,000	2,006	(2,994)	-59.87%	4,132	-51.45%
Utility Reimbursement	170,000	79,884	83,173	3,289	4.12%	72,948	14.02%
Reimb of Property Taxes	42,883	21,442	17,189	(4,252)	-19.83%	20,386	-15.68%
Other	70,000	23,333	31,724	8,391	35.96%	17,793	78.30%
Total Other Airport	5,628,458	1,959,667	1,923,190	(36,478)	-1.86%	1,788,755	7.52%
TOTAL NON AIRLINE REVENUES							
	30,777,801	10,168,166	10,523,803	355,636	3.50%	9,846,249	6.88%
TOTAL REVENUES	45,843,078	15,171,121	15,748,452	577,330	3.81%	14,847,395	6.07%

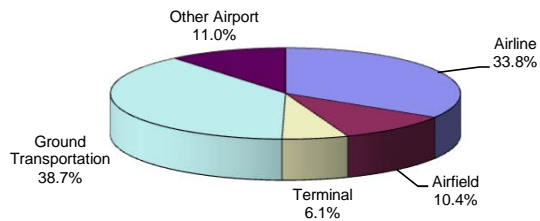
Albany International Airport Operating Revenue For the four months ended April 30



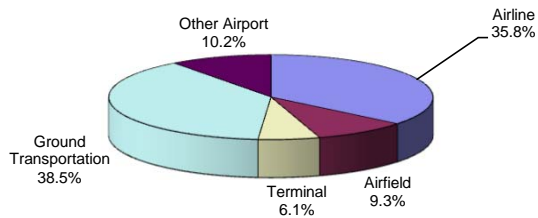
YTD 2019 Actual



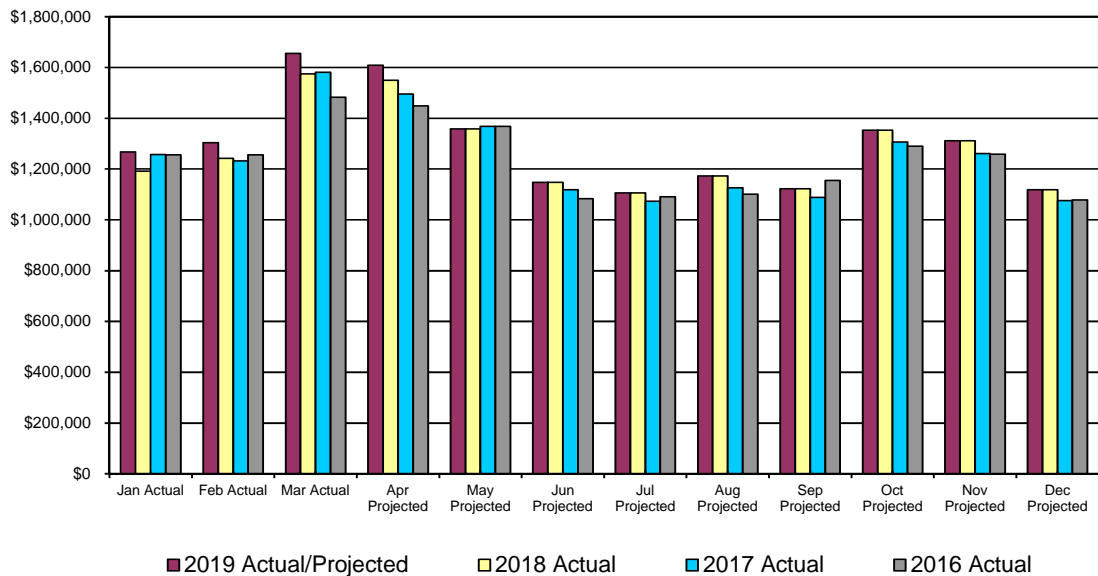
YTD 2019 Budget



YTD 2018 Actual



Albany International Airport Public Parking Revenues 2016-2019 For the four months ended April 30

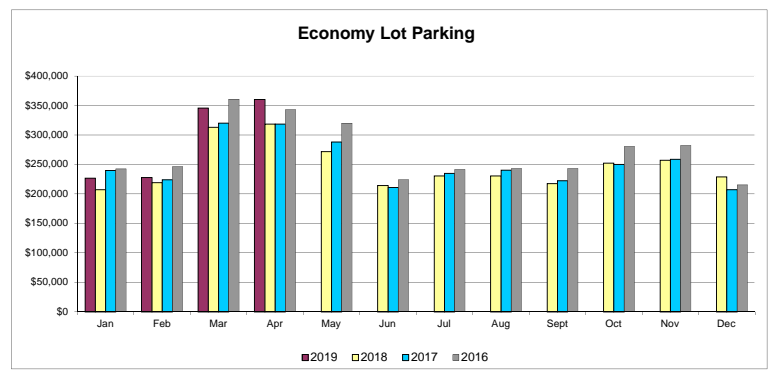
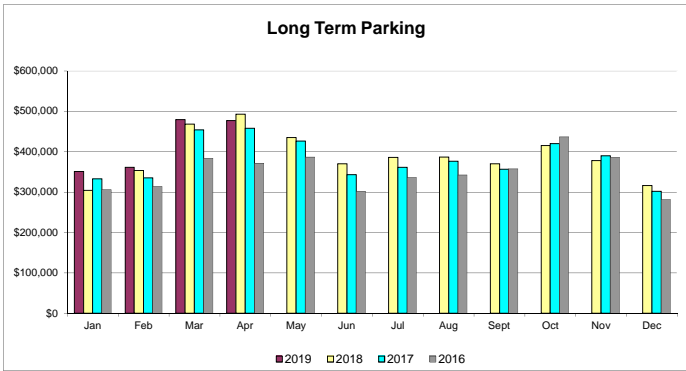
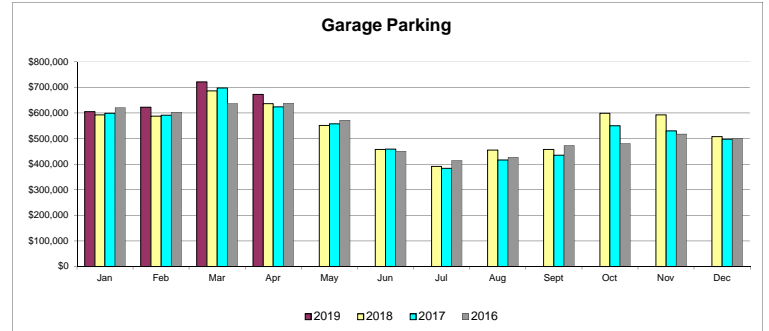
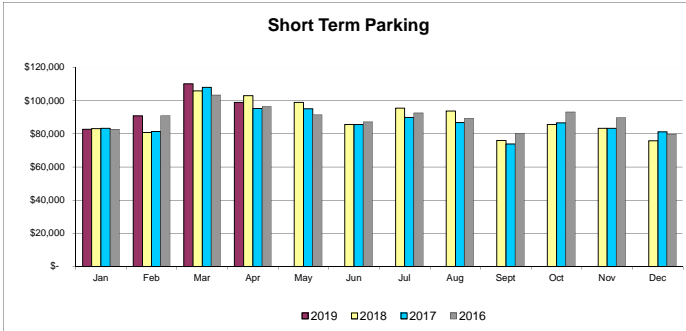


YTD Revenues	2019	% of Total Revenues	2018	2019 vs. 2018	2017	2016
Cash	\$552,940	9.5%	\$535,947	3.2%	\$584,779	\$637,256
Credit Cards	1,568,451	26.9%	747,246	109.9%	862,422	780,800
Express Credit Card Machine	2,214,542	37.9%	2,793,639	-20.7%	2,638,955	2,667,827
Express EZ Pass	1,247,338	21.4%	1,302,731	-4.3%	1,297,251	1,179,855
EZ Pass	245,893	4.2%	171,305	43.5%	174,089	167,671
Misc Parking Revenue (*)	7,989	0.1%	7,164	11.5%	9,440	10,766
Total Rev handled at the Parking Location	\$5,837,153	100.0%	\$5,558,032	143.1%	\$5,566,935	\$5,444,175

(*) Employee Parking, Over/Short, and adjustments

	2019	2019 Budget	2019 Variance	2018	2019 vs. 2018	2017	2016
January (Actual)	\$1,267,193	\$1,253,225	\$13,968	\$1,191,119	6.4%	\$1,257,733	\$1,255,963
February (Actual)	1,304,356	1,263,036	41,320	1,241,645	5.1%	1,232,330	1,255,458
March (Actual)	1,656,049	1,570,286	85,763	1,574,995	5.1%	1,581,307	1,483,347
April (ACTUAL)	1,609,555	1,521,748	87,807	1,550,273	3.8%	1,495,565	1,449,407
May (Projected)	1,358,290	1,386,547	(28,257)	1,358,290	0.0%	1,368,602	1,368,289
June (Projected)	1,147,240	1,133,472	13,768	1,147,240	0.0%	1,118,414	1,083,242
July (Projected)	1,106,181	1,107,479	(1,298)	1,106,181	0.0%	1,073,350	1,091,119
August (Projected)	1,173,263	1,151,398	21,865	1,173,263	0.0%	1,125,907	1,101,308
September (Projected)	1,122,276	1,139,091	(16,815)	1,122,276	0.0%	1,088,340	1,155,036
October (Projected)	1,353,320	1,337,356	15,964	1,353,320	0.0%	1,306,746	1,290,474
November (Projected)	1,310,935	1,303,496	7,439	1,310,935	0.0%	1,260,873	1,258,315
December (Projected)	1,118,544	1,116,198	2,346	1,118,544	0.0%	1,076,105	1,078,518
Total	\$15,907,000	\$15,283,333	\$243,870	\$15,248,081	4.3%	\$14,985,272	\$14,870,476
YTD Revenues	\$5,837,153	\$5,608,295	\$228,858	\$5,558,032	5.0%	\$5,566,935	\$5,444,175
YTD Enplanements	478,502	465,591	12,911	455,257	5.1%	447,523	444,304
Revenue Per Enplanement:	\$12.20	\$12.05	\$0.15	\$12.21	-0.1%	\$12.44	\$12.25

Albany International Airport Public Parking by Parking Lots 2016-2019 For the four months ended April 30



Current Month

	2019	2019 Budget	2019 Variance	2018	2019 vs. 2018	2017	2016
Short Term	\$ 98,905	\$ 99,765	\$ (860)	\$ 102,960	-3.9%	\$ 95,344	\$ 96,517
Long Term	476,999	447,396	29,603	493,123	-3.3%	457,671	371,329
Garage	672,231	641,992	30,239	636,567	5.6%	623,313	637,306
E Lot	359,991	331,329	28,662	318,148	13.2%	318,141	342,839
Employee Parking	923	1,266	(343)	887	4.1%	1,097	1,756
Customer Adjustments	392	0	392	(528)	-174.2%	(15)	12
Short/Over	114	0	114	(884)	-112.9%	14	(352)
Total	\$ 1,609,555	\$ 1,521,748	\$ 87,807	\$ 1,550,273	3.8%	\$ 1,495,565	\$ 1,449,407

YTD Revenues

	2019	2019 Budget	2019 Variance	2018	2019 vs. 2018	2017	2016
Short Term	\$ 382,516	\$ 377,188	\$ 5,328	\$ 372,861	2.6%	\$ 368,085	\$ 373,702
Long Term	1,669,207	1,547,393	121,814	1,619,127	3.1%	1,578,930	1,374,727
Garage	2,621,043	2,541,563	79,480	2,504,355	4.7%	2,511,293	2,495,059
E Lot	1,159,549	1,134,276	25,273	1,057,601	9.6%	1,101,875	1,192,483
Employee Parking	6,461	7,874	(1,413)	6,991	-7.6%	7,498	8,781
Customer Adjustments	(104)	0	(104)	(2,212)	-95.3%	(526)	105
Short/Over	(1,519)	0	(1,519)	(691)	119.8%	(220)	(682)
Total	\$ 5,837,153	\$ 5,608,295	\$ 228,858	\$ 5,558,032	5.0%	\$ 5,566,935	\$ 5,444,175

Parking Activity 2019

Monthly Totals

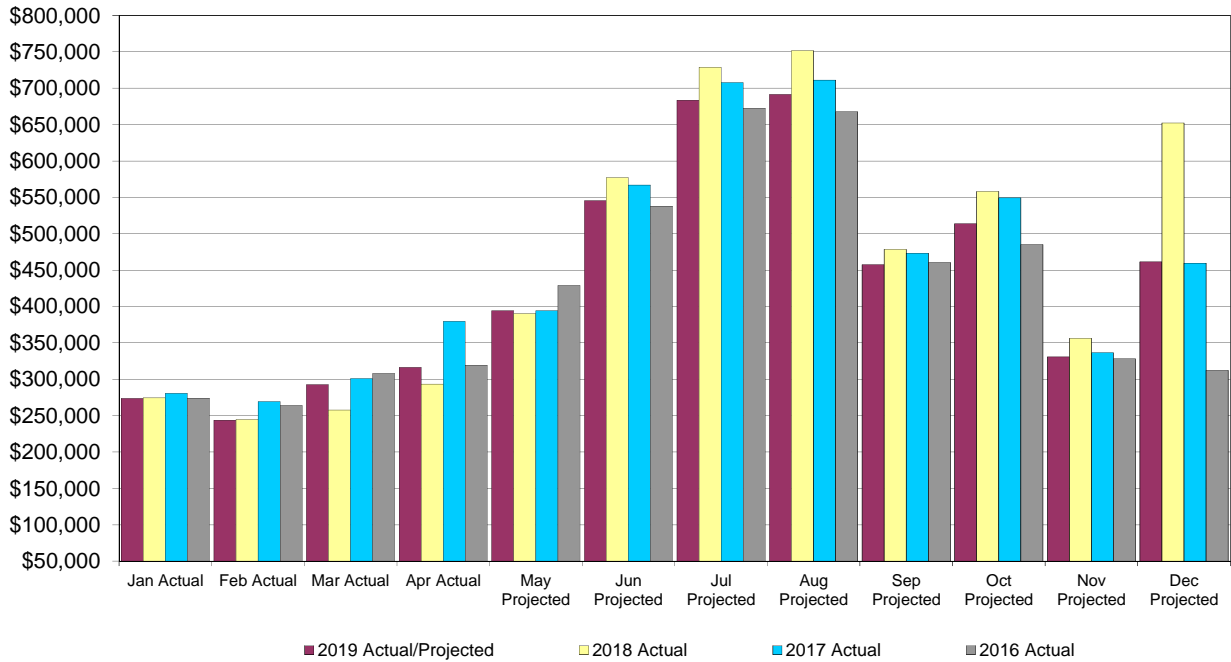
	SHORT TERM / LOT A				GARAGE				LONG TERM / LOT D				ECONOMY / LOT E				Total
	#	\$	\$/#	%	#	\$	\$/#	%	#	\$	\$/#	%	#	\$	\$/#	%	\$
January	20,887	\$82,689	\$3.96	6.5%	11,539	\$604,822	\$52.42	47.8%	8,748	\$351,086	\$40.13	27.8%	5,695	\$226,529	\$39.78	17.9%	\$1,265,126
February	17,919	\$90,794	\$5.07	7.0%	11,268	\$622,790	\$55.27	47.8%	9,848	\$361,504	\$36.71	27.8%	6,376	\$227,542	\$35.69	17.5%	\$1,302,630
March	23,766	\$110,128	\$4.63	6.6%	13,265	\$721,200	\$54.37	43.5%	12,653	\$479,618	\$37.91	29.0%	9,490	\$345,487	\$36.41	20.9%	\$1,656,433
April	24,208	\$98,905	\$4.09	6.2%	12,661	\$672,231	\$53.09	41.8%	12,645	\$476,999	\$37.72	29.7%	9,957	\$359,991	\$36.15	22.4%	\$1,608,126
May																	
June																	
July																	
August																	
September																	
October																	
November																	
December																	
Total	86,780	\$382,516	\$4.41	6.6%	48,733	\$2,621,043	\$53.78	44.9%	43,894	\$1,669,207	\$38.03	28.6%	31,518	\$1,159,549	\$36.79	19.9%	\$5,832,315

Parking Activity 2019

Cummulative Totals

	SHORT TERM / LOT A				GARAGE				LONG TERM / LOT D				ECONOMY / LOT E				Total
	#	\$	\$/#	%	#	\$	\$/#	%	#	\$	\$/#	%	#	\$	\$/#	%	\$
January	20,887	\$82,689	\$3.96	6.5%	11,539	\$604,822	\$52.42	47.8%	8,748	\$351,086	\$40.13	27.8%	5,695	\$226,529	\$39.78	17.9%	\$1,265,126
February	38,806	\$173,483	\$4.47	6.8%	22,807	\$1,227,612	\$53.83	47.8%	18,596	\$712,590	\$38.32	27.8%	12,071	\$454,071	\$37.62	17.7%	\$2,567,756
March	62,572	\$283,611	\$4.53	6.7%	36,072	\$1,948,812	\$54.03	46.1%	31,249	\$1,192,208	\$38.15	28.2%	21,561	\$799,558	\$37.08	18.9%	\$4,224,189
April	86,780	\$382,516	\$4.41	6.6%	48,733	\$2,621,043	\$53.78	44.9%	43,894	\$1,669,207	\$38.03	28.6%	31,518	\$1,159,549	\$36.79	19.9%	\$5,832,315
May																	
June																	
July																	
August																	
September																	
October																	
November																	
December																	

Albany International Airport Rental Car Revenues 2016-2019 For the four months ended April 30

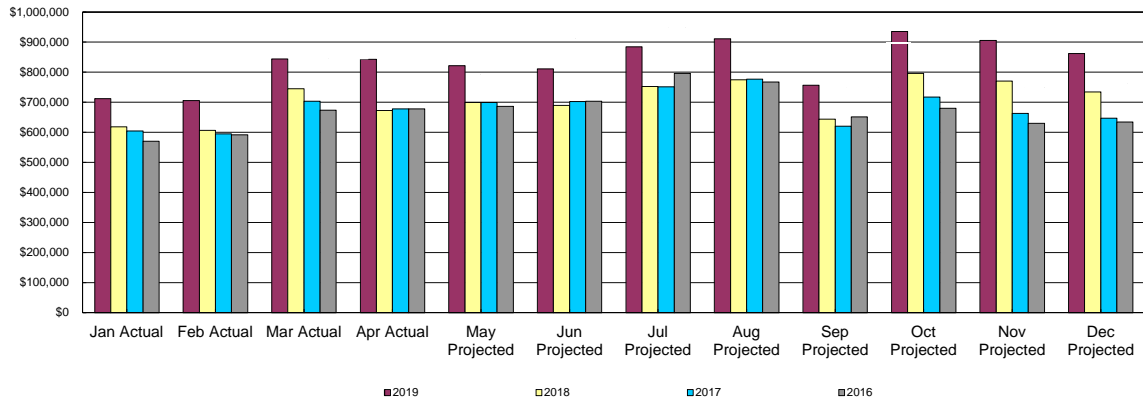


YTD Revenues		2019	2019 Budget	2019 Variance	2018	2019 vs. 2018	2017	2016
On Airport Rental Car Rev		\$1,098,988	\$1,089,153	\$9,835	\$1,032,321	\$66,667	\$1,190,625	\$1,138,172
Off Airport Rental Car Rev		27,043	31,626	(4,582)	37,622	(10,578)	39,180	27,011
Total YTD		\$1,126,032	\$1,120,779	\$5,253	\$1,069,943	\$56,089	\$1,229,803	\$1,165,182
		2019	2019 Budget	2019 Variance	2018	2019 vs. 2018	2017	2016
January	(Actual)	\$273,534	\$267,859	\$5,675	\$274,396	-0.3%	\$280,610	\$274,115
February	(Actual)	243,850	251,570	(7,720)	244,464	-0.3%	269,050	263,953
March	(Actual)	292,438	280,085	12,353	257,554	13.5%	300,825	307,890
April	(ACTUAL)	316,211	321,266	(5,055)	293,529	7.7%	379,319	319,224
May	(Projected)	393,873	392,036	1,837	390,188	0.9%	394,053	428,748
June	(Projected)	545,132	542,589	2,543	577,170	-5.6%	566,799	537,901
July	(Projected)	683,451	680,263	3,188	728,505	-6.2%	707,627	672,335
August	(Projected)	691,387	688,162	3,225	751,410	-8.0%	711,095	667,716
September	(Projected)	457,135	455,003	2,132	478,515	-4.5%	473,049	460,324
October	(Projected)	513,539	511,144	2,395	557,914	-8.0%	549,416	484,966
November	(Projected)	330,512	328,971	1,542	356,094	-7.2%	336,262	328,000
December	(Projected)	461,183	459,032	2,151	652,180	-29.3%	459,637	312,090
Total		5,202,245	\$5,177,978	\$24,267	5,561,921	-6.5%	\$5,427,741	\$5,057,262

YTD Revenues	\$1,126,032	\$1,120,779	\$5,253	\$1,069,943	5.2%	\$1,229,803	\$1,165,182
YTD Enplanements	478,502	465,591	12,911	455,257	5.1%	447,523	444,304
Revenue Per Enplanement:	\$2.35	\$2.41	-\$0.06	\$2.35	0.0%	\$2.75	\$2.62

Albany International Airport Food & Beverage Sales & Revenues 2016-2019 For the four months ended April 30

Gross Food & Beverage Sales



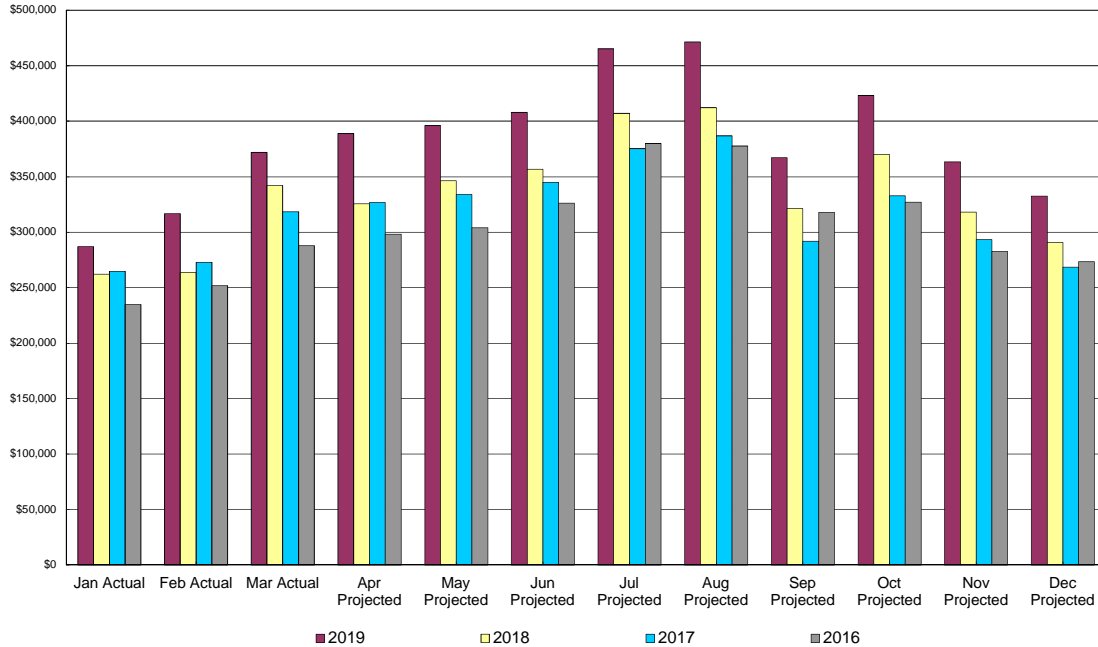
Sales per Enplanement:		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
2019	HMS Host	\$4.33	\$4.45	\$4.43	\$4.37	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4.39
	OHM	\$2.35	\$2.16	\$1.99	\$1.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.11
	Total 2019	\$6.68	\$6.61	\$6.42	\$6.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6.50
Sales per Enplanement:		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
2018	McDonalds	\$1.11	\$1.10	\$1.33	\$1.23	\$1.21	\$1.21	\$1.23	\$1.25	\$1.23	\$1.08	\$0.93	\$0.94	\$1.19
	HMS Host	\$4.11	\$4.14	\$4.48	\$4.13	\$4.21	\$4.11	\$4.01	\$4.11	\$4.27	\$4.06	\$3.79	\$3.66	\$4.21
	Greenleaf's	\$0.28	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.13
	OHM	\$0.00	\$0.00	\$0.10	\$0.21	\$0.21	\$0.23	\$0.24	\$0.23	\$0.19	\$0.86	\$1.73	\$1.71	\$0.08
	Villa	\$0.44	\$0.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.21
	Total 2018	\$5.94	\$5.90	\$5.91	\$5.57	\$5.63	\$5.55	\$5.48	\$5.59	\$5.69	\$6.00	\$6.45	\$6.30	\$5.83
Sales per Enplanement:		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
2017	McDonalds	\$1.06	\$1.05	\$1.00	\$1.01	\$0.96	\$0.97	\$0.95	\$0.97	\$0.94	\$0.91	\$1.01	\$1.04	\$1.03
	HMS Host	\$3.78	\$3.81	\$3.94	\$3.72	\$3.96	\$4.02	\$3.75	\$3.81	\$3.81	\$3.92	\$4.00	\$4.26	\$3.81
	Greenleaf's	\$0.38	\$0.45	\$0.46	\$0.45	\$0.40	\$0.39	\$0.44	\$0.43	\$0.37	\$0.35	\$0.30	\$0.26	\$0.44
	Villa	\$0.47	\$0.51	\$0.47	\$0.49	\$0.48	\$0.47	\$0.54	\$0.54	\$0.46	\$0.45	\$0.41	\$0.44	\$0.48
	Total 2017	\$5.69	\$5.82	\$5.88	\$5.67	\$5.80	\$5.84	\$5.69	\$5.74	\$5.58	\$5.64	\$5.73	\$6.00	\$5.77
Sales per Enplanement:		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
2016	McDonalds	\$0.96	\$0.98	\$0.92	\$0.96	\$0.91	\$0.94	\$1.01	\$0.97	\$0.97	\$0.97	\$0.99	\$1.03	\$0.95
	HMS Host	\$3.74	\$3.79	\$3.76	\$3.72	\$3.91	\$4.00	\$4.03	\$3.79	\$3.84	\$3.73	\$3.60	\$3.94	\$3.75
	Greenleaf's	\$0.42	\$0.45	\$0.46	\$0.47	\$0.46	\$0.48	\$0.45	\$0.41	\$0.37	\$0.37	\$0.39	\$0.37	\$0.45
	Villa	\$0.46	\$0.51	\$0.50	\$0.54	\$0.52	\$0.55	\$0.59	\$0.58	\$0.46	\$0.45	\$0.49	\$0.53	\$0.50
	Total 2016	\$5.57	\$5.73	\$5.64	\$5.68	\$5.80	\$5.97	\$6.08	\$5.75	\$5.63	\$5.52	\$5.47	\$5.86	\$5.66

ACAA Food & Beverage Revenues

		2019	2019 Budget	2019 Variance	2018	2019 vs. 2018	2017	2016
January	(Actual)	\$89,647	\$72,615	\$17,032	\$59,517	50.6%	\$57,444	\$54,811
February	(Actual)	88,953	73,143	15,810	59,536	49.4%	57,118	56,890
March	(Actual)	106,302	85,450	20,852	74,351	43.0%	68,502	65,702
April	(ACTUAL)	106,136	77,711	28,425	67,265	57.8%	65,228	65,817
May	(Actual)	104,469	82,531	21,939	70,417	48.4%	67,955	66,960
June	(Actual)	103,426	81,707	21,720	69,137	49.6%	68,162	68,057
July	(Actual)	114,848	90,729	24,118	76,437	50.3%	71,600	76,561
August	(Actual)	117,300	92,667	24,633	81,127	44.6%	75,973	74,763
September	(Actual)	100,934	79,737	21,196	68,439	47.5%	62,093	65,090
October	(Actual)	115,371	91,143	24,228	88,479	30.4%	73,404	68,546
November	(Actual)	115,447	91,203	24,244	98,121	17.7%	68,188	70,403
December	(Actual)	104,020	82,176	21,844	89,705	16.0%	68,271	51,597
Total		1,266,854	\$1,000,812	\$266,042	\$902,530	40.4%	\$803,939	\$785,197
YTD Revenues		\$391,038	\$308,919	\$82,119	\$260,669	50.0%	\$248,293	\$243,220
YTD Enplanements		478,502	465,591	12,911	455,257	5.1%	447,523	444,304
Revenue Per Enplanement:		\$0.82	\$0.66	\$0.16	\$0.57	43.9%	\$0.55	\$0.55

Albany International Airport Retail Sales & Revenues 2016-2019 For the four months ended April 30

Gross Retail Sales



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	YTD
Sales per Enplanement:													
2019	\$2.69	\$2.97	\$2.83	\$2.91									\$2.85
2018	\$2.52	\$2.56	\$2.71	\$2.70	\$2.79	\$2.87	\$2.96	\$2.97	\$2.84	\$2.79	\$2.66	\$2.50	\$2.62
2017	\$2.49	\$2.67	\$2.66	\$2.74	\$2.77	\$2.87	\$2.84	\$2.86	\$2.63	\$2.61	\$2.53	\$2.49	\$2.64
2016	\$2.29	\$2.44	\$2.41	\$2.50	\$2.57	\$2.77	\$2.90	\$2.83	\$2.75	\$2.65	\$2.45	\$2.53	\$2.41

ACAA Retail Revenues

		2019	2019	2018	2019 vs.	2017	2016	
		2019	Budget	Variance	2018	2018	2016	
January	(Actual)	\$67,806	\$66,042	\$1,764	\$62,868	7.9%	\$65,706	\$65,583
February	(Actual)	63,328	55,385	7,943	52,723	20.1%	55,583	55,584
March	(Actual)	74,379	71,868	2,511	68,414	8.7%	63,695	57,541
April	(ACTUAL)	88,164	79,348	8,816	75,535	16.7%	75,478	69,653
May	(Projected)	78,386	72,771	5,614	69,274	13.2%	66,785	60,783
June	(Projected)	80,755	74,971	5,784	71,368	13.2%	68,968	65,255
July	(Projected)	103,888	96,447	7,441	91,812	13.2%	85,180	85,995
August	(Projected)	93,302	86,620	6,683	82,457	13.2%	77,344	75,532
September	(Projected)	72,724	67,516	5,209	64,271	13.2%	58,406	63,581
October	(Projected)	95,576	88,730	6,846	84,466	13.2%	76,689	75,432
November	(Projected)	71,974	66,819	5,155	63,608	13.2%	58,637	56,553
December	(Projected)	65,826	61,111	4,715	58,174	13.2%	50,063	55,583
Total		\$956,108	\$887,626	\$68,482	\$844,970	13.2%	\$802,534	\$787,075
YTD Revenues		\$293,677	\$272,642	\$21,035	\$259,540	13.2%	\$260,462	\$248,361
YTD Enplanements		478,502	465,591	12,911	455,257	5.1%	447,523	444,304
Revenue Per Enplanement:		\$0.61	\$0.59	\$0.02	\$0.57	7.0%	\$0.58	\$0.56

**** UNAUDITED - FOR INTERNAL REVIEW****



AvPort Airport Operations

Albany County Airport Authority
Summary of AvPorts Expenses

	2018	April 2019				April	2019 Actual/ & Prior Year
	Adopted FY Budget	Budget YTD	Actual YTD	Variance YTD	Variance %	2018 Actual	Variance %
EXPENSES BY CATEGORY							
Personal Services	\$ 7,805,707	\$ 2,615,626	\$ 2,446,673	\$ 168,952	6.46%	\$ 2,402,396	-1.84%
Employee Benefits	3,694,377	1,266,362	1,158,908	107,453	8.49%	1,144,526	-1.26%
Utilities & Communications	2,019,051	941,668	801,593	140,075	14.88%	928,244	13.64%
Purchased Services							
Insurance	269,656	149,621	181,153	(31,532)	-21.07%	144,455	-25.40%
Public Safety	309,107	98,510	89,818	8,692	100.00%	82,919	-8.32%
Albany County Sheriffs	2,731,859	910,620	910,620	0	0.00%	875,885	-3.97%
Parking Valet Service	350,000	127,171	160,420	(33,249)	-26.15%	124,922	-28.42%
Employee Shuttle	25,000	0	15,000	(15,000)	-100.00%	0	-100.00%
Ground Transportation	0	0	19,880	(19,880)	-100.00%	0	-100.00%
Janitorial	479,141	159,714	177,171	(17,457)	-10.93%	155,228	-14.14%
Public Communications	518,420	151,047	163,697	(12,650)	-8.37%	151,239	-8.24%
Special Studies	34,200	11,400	2,992	8,408	73.75%	12,378	75.83%
Professional Services	498,000	166,000	152,085	13,915	8.38%	145,589	-4.46%
Total Purchased Services	5,215,383	1,774,083	1,872,836	(98,753)	-5.57%	1,692,615	-10.65%
Material & Supplies							
Airfield	914,500	381,583	276,598	104,985	27.51%	384,157	28.00%
Buildings	2,020,884	671,645	793,697	(122,052)	-18.17%	677,399	-17.17%
Grounds	874,185	382,756	451,845	(69,089)	-18.05%	283,205	-59.55%
Vehicles	652,900	257,591	167,067	90,525	35.14%	215,862	22.60%
Total Material & Supplies	4,462,469	1,693,575	1,689,207	4,369	0.26%	1,560,623	-8.24%
Office Administration							
Office	212,248	69,661	34,061	35,600	51.10%	31,726	-7.36%
Administration	601,950	211,561	211,976	(416)	-0.20%	208,294	-1.77%
Total Expenses	\$ 24,011,185	\$ 8,572,536	\$ 8,215,254	\$ 357,280	4.17%	\$ 7,968,424	-3.10%

DEPARTMENT SUMMARY (DIRECT & INDIRECT)

Direct Cost Centers							
Airfield	\$ 3,408,313	\$ 1,316,266	\$ 1,073,696	\$ 242,571	18.43%	\$ 1,274,430	15.75%
Terminal	5,575,507	1,997,777	2,080,948	(83,171)	-4.16%	1,883,354	-10.49%
Loading Bridges	311,452	102,789	101,587	1,201	1.17%	112,947	10.06%
Parking	4,725,138	1,689,287	1,637,199	52,089	3.08%	1,445,893	-13.23%
Landside	1,271,568	490,824	536,250	(45,427)	-9.26%	496,421	-8.02%
Total Direct Cost Centers	15,291,978	5,596,943	5,429,680	167,263	2.99%	5,213,045	-4.16%
Indirect Cost Center							
ARFF	2,144,562	715,184	621,023	94,161	13.17%	587,454	-5.71%
Operations	1,005,988	336,106	341,859	(5,753)	-1.71%	330,130	-3.55%
Security	3,152,170	1,050,603	1,021,905	28,698	2.73%	1,016,266	-0.55%
Vehicles & Equipment	1,505,340	572,964	493,313	79,651	13.90%	544,891	9.47%
Airport Mgmt Administration	911,147	300,734	307,474	(6,740)	-2.24%	276,638	-11.15%
Total Indirect Cost Centers	8,719,207	2,975,591	2,785,574	190,017	6.39%	2,755,379	-1.10%
Total Expenses	\$ 24,011,185	\$ 8,572,534	\$ 8,215,254	\$ 357,280	4.17%	\$ 7,968,424	-3.10%

ALBANY COUNTY AIRPORT AUTHORITY
Detail of AvPorts Departments
For the Four Months Ending Tuesday, April 30, 2019

	Total Annual Budget	This Month Budget	This Month Actual	Var this Mo To Budget	Year to Date Budget	Year to Date Actual	Var this Yr to Budget
EXPENSES							
Personal Services							
11000 Salaries	\$7,088,746	\$545,288	\$508,103	\$37,185	\$2,317,475	\$2,061,218	\$256,257
12010 Overtime 1.5	678,976	51,033	72,548	(21,515)	275,202	354,650	(79,447)
12020 Overtime 2.0	37,985	4,149	4,132	16	22,949	30,806	(7,857)
Total Personal Services	7,805,707	600,470	584,784	15,686	2,615,626	2,446,673	168,952
Employee Benefits							
21000 Social Security	563,085	52,308	43,422	8,886	193,436	181,282	12,154
22000 Health Insurance	2,173,435	181,120	173,324	7,796	724,478	678,038	46,440
24000 Medical Exams	21,600	1,800	640	1,160	7,200	5,556	1,644
25000 Uniforms & Laundry	46,700	3,892	4,446	(554)	15,567	15,089	478
25005 Uniform Purchases	32,600	1,733	1,682	51	8,695	4,642	4,053
26010 Disability Insurance	135,481	11,290	17,343	(6,053)	45,160	57,087	(11,927)
26020 Unemployment Insurance	52,123	2,909	2,170	739	48,058	41,387	6,670
26030 Workers Compensation	506,275	42,190	29,463	12,727	168,758	117,850	50,908
29001 Airport & FBO 401K	163,078	14,861	13,759	1,102	55,009	57,977	(2,968)
Total Employee Benefits	3,694,377	312,102	286,249	25,853	1,266,362	1,158,908	107,453
Utilities & Communications							
31000 Electric	1,456,250	119,845	143,944	(24,099)	604,508	494,814	109,694
33000 Natural Gas	273,500	34,327	28,383	5,944	161,435	142,182	19,252
34000 Sewer	92,400	0	0	0	92,400	79,331	13,069
35000 Water	106,150	0	0	0	53,075	62,742	(9,667)
36010 Telephone Charges-Local	13,870	1,156	1,161	(5)	4,623	4,544	80
36011 Tele Chg-Long Dist	675	56	51	5	225	161	64
36012 Telephone - Sheriff	4,200	350	334	16	1,400	1,332	68
36017 Payphones-Annual & Mo Serv	21,271	1,773	1,439	334	7,090	4,082	3,008
36018 Payphones-Monthly Usage	300	25	19	6	100	82	18
36020 Telephone Repairs	5,000	417	(1,945)	2,362	1,667	533	1,134
36030 Telephone-Cellular	42,000	3,500	3,571	(71)	14,000	11,314	2,686
36060 Cable Television	3,435	286	0	286	1,145	475	670
Total Utilities & Communications	2,019,051	161,734	176,956	(15,221)	941,668	801,593	140,075
PURCHASED SERVICES							
Insurance							
42010 Airport Liability Insurance	5,750	479	970	(491)	1,917	1,935	(18)
42020 Automotive Insurance	68,378	5,615	6,333	(718)	40,303	45,396	(5,093)
42060 Property Insurance	180,028	15,559	18,507	(2,948)	102,235	131,361	(29,126)
42095 Insurance Claims	15,500	1,292	0	1,292	5,167	2,461	2,705
Total Insurance	269,656	22,945	25,811	(2,866)	149,621	181,153	(31,532)
Public Safety							
44000 Public Safety	2,731,859	227,655	227,655	0	910,620	910,620	0
44005 Outside Security Services	298,107	6,412	6,394	18	94,843	86,866	7,977
44010 Armored Car Service	11,000	917	740	177	3,667	2,952	715
44020 Parking Valet Service	350,000	35,627	41,238	(5,612)	127,171	160,420	(33,249)
44030 Employee Shuttle Service	25,000	0	0	0	0	15,000	(15,000)
44035 Ground Transportation	0	0	19,880	(19,880)	0	19,880	(19,880)
Total Public Safety	3,415,966	270,610	295,907	(25,297)	1,136,301	1,195,738	(59,437)
Janitorial							

ALBANY COUNTY AIRPORT AUTHORITY
Detail of AvPorts Departments
For the Four Months Ending Tuesday, April 30, 2019

	Total Annual Budget	This Month Budget	This Month Actual	Var this Mo To Budget	Year to Date Budget	Year to Date Actual	Var this Yr to Budget
45000 Janitorial Services	413,081	34,423	38,802	(4,379)	137,694	152,672	(14,979)
45010 Refuse Removal Services	66,060	5,505	6,539	(1,034)	22,020	24,498	(2,478)
Total Janitorial	479,141	39,928	45,341	(5,413)	159,714	177,171	(17,457)
Public Communications							
46012 Artistic Exhibits	100,817	5,170	4,418	752	27,248	38,946	(11,698)
46013 Museum Shop	266,471	18,818	21,018	(2,200)	73,422	74,375	(953)
46020 Passenger Information Booth	151,132	12,594	12,594	0	50,377	50,376	1
Total Public Communications	518,420	36,583	38,030	(1,447)	151,047	163,697	(12,650)
Studies							
47000 Special Studies	22,000	1,833	0	1,833	7,333	0	7,333
47010 GIS Services	12,200	1,017	0	1,017	4,067	2,992	1,075
Total Studies	34,200	2,850	0	2,850	11,400	2,992	8,408
Professional Services							
49010 Architectural	40,000	3,333	0	3,333	13,333	(7)	13,340
49020 Engineering Services	33,000	2,750	3,121	(371)	11,000	11,674	(674)
49040 Professional Management	425,000	35,417	35,417	0	141,667	140,417	1,250
Total Professional Services	498,000	41,500	38,538	2,962	166,000	152,085	13,915
Total Purchased Services	5,215,383	414,415	443,627	(29,211)	1,774,083	1,872,836	(98,753)
MATERIALS & SUPPLIES							
Airfield							
51010 Fencing	10,000	379	0	379	5,308	1,944	3,364
51011 Airfield Lighting	100,000	1,227	8,657	(7,431)	40,275	15,543	24,732
51014 Pavement Repairs	10,000	833	0	833	3,333	83	3,250
51015 Apron Maintenance	50,000	1	0	1	4,322	18	4,303
51016 Runway Painting	40,000	0	0	0	1,255	0	1,255
51017 Airfield Shop Supplies	25,000	2,083	4,167	(2,084)	8,333	6,896	1,437
51019 Snow Removal Supplies	250,000	8,993	0	8,993	155,569	140,259	15,310
51020 Rubber Removal	35,000	0	0	0	6,701	0	6,701
51030 EMS Supplies	12,000	1,000	2,190	(1,190)	4,000	2,190	1,810
51031 ARFF Supplies	25,000	2,083	254	1,829	8,333	2,030	6,303
51032 Hazardous Material Supplies	6,000	500	0	500	2,000	0	2,000
51033 Foam	24,000	2,000	0	2,000	8,000	0	8,000
51052 Wastewater Conveyance	7,500	7,500	7,500	0	7,500	7,500	0
51053 Electric	95,000	13,052	11,727	1,325	58,647	42,313	16,334
51054 Sewer District Charges	5,000	0	0	0	5,000	0	5,000
51055 Water District Charges	20,000	2,818	2,353	465	8,643	17,917	(9,274)
51057 System Maint & Repairs	200,000	15,820	12,090	3,731	54,362	39,905	14,458
Total Airfield	914,500	58,290	48,938	9,352	381,583	276,598	104,985
Buildings							
52010 Alarm & PA Systems	107,995	9,000	17,652	(8,653)	35,998	28,345	7,653
52012 Card Access Control	55,000	4,583	194	4,389	18,333	18,480	(147)
52013 CTV Repair	35,000	2,917	326	2,590	11,667	13,711	(2,044)
52014 Key Access System	25,000	2,083	4,390	(2,306)	8,333	4,246	4,088
52020 Baggage System	20,000	1,667	0	1,667	6,667	77,299	(70,632)
52031 Electrical Repairs & Supplies	209,000	17,417	19,975	(2,558)	69,667	78,033	(8,366)
52032 Elevator Repairs & Supplies	120,000	10,000	47,949	(37,949)	40,000	49,238	(9,238)

ALBANY COUNTY AIRPORT AUTHORITY
Detail of AvPorts Departments
For the Four Months Ending Tuesday, April 30, 2019

	Total Annual Budget	This Month Budget	This Month Actual	Var this Mo To Budget	Year to Date Budget	Year to Date Actual	Var this Yr to Budget
52033 HVAC	211,000	17,583	20,231	(2,648)	70,333	86,292	(15,959)
52034 Roof	28,000	2,333	977	1,357	9,333	2,725	6,608
52035 Plumbing Repairs & Supplies	66,000	5,500	4,301	1,199	22,000	46,379	(24,379)
52036 Automatic Door Repairs	9,000	750	681	69	3,000	1,873	1,127
52037 Pest Control	16,640	1,387	2,481	(1,094)	5,547	8,834	(3,287)
Building Maintenance Contract							
52038 Services	0	0	0	0	0	7,542	(7,542)
52040 Fire Equipment Services	6,000	500	1,341	(841)	2,000	1,341	659
52041 Fire Equipment Testing	3,800	317	0	317	1,267	89	1,178
52050 US Customs	25,000	5,543	1,234	4,309	6,350	1,790	4,560
52051 Control Tower	300,000	25,000	18,968	6,032	100,000	99,531	469
52060 Building Maintenance	437,500	36,458	58,418	(21,960)	145,833	208,057	(62,223)
52062 Janitorial Supplies	153,500	12,792	12,847	(56)	51,167	45,784	5,383
52063 Window Washing	64,907	5,409	0	5,409	21,636	67	21,569
52071 ID Tags	27,000	2,250	3,238	(988)	9,000	8,816	184
52080 Sign Expense	4,000	333	1,218	(884)	1,333	2,438	(1,104)
52090 Flight Information Displays	96,542	8,045	0	8,045	32,181	2,787	29,394
Total Buildings	2,020,884	171,867	216,421	(44,555)	671,645	793,697	(122,052)
Grounds							
53010 Landscaping	19,200	0	383	(383)	0	383	(383)
53020 Fencing	1,500	125	0	125	500	14,264	(13,764)
53030 Pavement Repairs	120,000	0	4,282	(4,282)	0	26,958	(26,958)
53035 Utility Repairs	500	42	0	42	167	0	167
53040 Sign Expense	15,000	1,250	1,275	(25)	5,000	3,213	1,787
53041 Traffic Light Repairs	2,000	167	0	167	667	0	667
53045 Catch Basin Maintenance	3,000	250	0	250	1,000	0	1,000
53048 Snow Removal Supplies	70,000	0	0	0	19,064	0	19,064
53050 Snow Removal Services	265,600	52,767	0	52,767	230,563	262,644	(32,081)
53051 NYS Police Hangar Maint	125,000	10,417	11,449	(1,032)	41,667	67,044	(25,377)
53060 Dump Fees - Landfill	9,150	763	612	150	3,050	1,462	1,588
53070 Hazardous Waste Mgmt	12,300	1,025	0	1,025	4,100	600	3,500
53071 Wildlife Hazard Management	38,000	3,167	3,727	(560)	12,667	19,201	(6,535)
53078 Liquid Waste Disposal	30,000	2,500	0	2,500	10,000	0	10,000
53085 Land Lease	22,935	1,911	16,286	(14,375)	7,645	26,145	(18,500)
53090 T-Hangar Facility Maintenance	140,000	11,667	4,876	6,790	46,667	29,929	16,737
Total Grounds	874,185	86,049	42,891	43,159	382,756	451,845	(69,089)
Vehicles							
54010 Gasoline	67,000	6,278	3,742	2,536	24,232	18,794	5,438
54011 Diesel Fuel	137,000	8,313	3,395	4,918	75,680	61,618	14,062
54012 Oil / Grease	28,000	2,333	192	2,142	9,333	568	8,765
54015 CNG Fuel	23,000	2,583	1,936	647	9,021	6,568	2,453
54013 Vehicle / Equipment Tires	43,000	3,583	1,030	2,553	14,333	7,079	7,254
54021 Vehicle Repair & Maintenance	62,000	5,167	11,793	(6,626)	20,667	21,520	(853)
54022 Vehicle Communication Equip	7,000	583	69	514	2,333	69	2,264
54023 Sheriff Vehicle Repair & Maint	100	8	0	8	33	0	33
54030 General Equip Repair & Maint	70,800	5,900	1,148	4,752	23,600	6,935	16,665
54040 Heavy Equipment Maint	60,000	5,450	1,073	4,377	21,932	9,433	12,499
54045 ARFF Vehicle Repair & Maint	20,000	1,667	566	1,101	6,667	4,515	2,152
54050 Snow Equip Repair & Maint	80,000	18,524	2,648	15,877	34,954	11,635	23,320
54060 Mower Repair & Maintenance	15,000	877	1,208	(331)	1,472	3,032	(1,560)
54070 Vehicle Shop Tools & Supplies	40,000	3,333	4,714	(1,381)	13,333	15,301	(1,968)
Total Vehicles	652,900	64,601	33,514	31,087	257,591	167,067	90,525

ALBANY COUNTY AIRPORT AUTHORITY
Detail of AvPorts Departments
For the Four Months Ending Tuesday, April 30, 2019

	Total Annual Budget	This Month Budget	This Month Actual	Var this Mo To Budget	Year to Date Budget	Year to Date Actual	Var this Yr to Budget
Total Material & Supplies	4,462,469	380,807	341,764	39,043	1,693,574	1,689,206	4,368
Office							
55010 Office Equipment Rental	5,794	483	704	(221)	1,931	1,725	206
55011 Copy Machine Use	25	2	0	2	8	0	8
55012 Office Equipment Serv Agrmnt	3,292	567	336	231	1,425	1,044	381
55013 Office Equipment Repairs	700	58	0	58	233	0	233
55014 Computer System Supplies	31,850	2,654	(2,478)	5,132	10,617	782	9,835
55015 Hardware/Software Maint	82,637	6,886	1,500	5,386	27,546	10,569	16,977
55016 Computer Equipment	13,500	1,125	0	1,125	4,500	2,008	2,492
55020 Office Furniture & Fixtures	6,750	563	368	195	2,250	368	1,882
55030 Printed Forms / Letterhead	3,200	267	0	267	1,067	0	1,067
55031 Parking Ticket Stock	16,000	1,333	0	1,333	5,333	5,647	(313)
55032 Printing Outside Services	100	8	0	8	33	0	33
55041 Express Mail	600	50	43	7	200	138	62
55050 Reference Materials	700	58	736	(677)	233	736	(502)
55060 Office Supplies	13,100	1,092	1,136	(45)	4,367	3,119	1,248
55070 Payroll Services	34,000	2,968	5,403	(2,435)	9,917	7,927	1,990
Total Office	212,248	18,114	7,748	10,367	69,661	34,061	35,600
Administration							
66000 Dues & Subscriptions	8,850	135	0	135	7,901	6,317	1,584
66002 A.A.A.E. Memberships	1,100	0	275	(275)	550	550	0
66010 AvPorts/MA Training & Travel	70,600	6,812	19,867	(13,056)	21,903	29,082	(7,178)
66030 Advertising - Public Meetings	2,000	167	0	167	667	0	667
66031 Economic Development	10,000	833	0	833	3,333	0	3,333
66040 License & Permits	2,400	0	0	0	0	0	0
66050 Property Taxes	37,000	0	0	0	18,500	11,224	7,276
66060 Credit Card Service Charges	350,000	34,674	36,757	(2,084)	115,743	123,362	(7,619)
66061 EZ Pass Fees	120,000	11,458	12,636	(1,178)	42,963	41,442	1,521
Total Administration	601,950	54,079	69,535	(15,457)	211,561	211,976	(416)
Total Expenses	24,011,186	1,941,721	1,910,661	31,060	8,572,534	8,215,254	357,280
83000 Non Capital Equipment	432,090	36,008	113,753	(77,746)	144,030	169,154	(25,124)
Total Exp & Non Cap Equip.	<u>24,443,276</u>	<u>1,977,729</u>	<u>2,024,414</u>	<u>(46,686)</u>	<u>8,716,564</u>	<u>8,384,408</u>	<u>332,156</u>

Albany International Airport
Employee Count 2019

	Budget	As of	As of	As of	As of	As of	As of	As of	As of	As of	As of	As of	As of	Variance
	2019	Jan 31, 19	Feb 28, 19	Mar 31, 19	Apr 30, 19	May 31, 19	Jun 30, 19	Jul 31, 19	Aug 31, 19	Sep 30, 19	Oct 31, 19	Nov 30, 19	Dec 31, 19	Budget vs.
														Apr 30, 19
AIRPORT MANAGEMENT - AVPORTS:														
Airfield														
Maintenance Manager	1.00	1.00	1.00	1.00	1.00									0.00
Deputy Maintenance Manager	1.00	1.00	1.00	1.00	1.00									0.00
Airport Maintenance Supervisor	1.00	1.00	1.00	1.00	1.00									0.00
Airport Maintenance Lead-Airfield	2.00	2.00	2.00	2.00	2.00									0.00
Electrician	2.00	2.00	2.00	2.00	2.00									0.00
Airport Maintenance Tech-Electrical	1.00	1.00	1.00	1.00	1.00									0.00
Airport Maintenance Lead-Grounds	1.00	1.00	1.00	1.00	1.00									0.00
Airport Maint Tech Lead-Glycol	1.00	1.00	1.00	1.00	1.00									0.00
Airport Maint Tech -Chief Glycol	0.00	1.00	1.00	1.00	1.00									1.00
Airport Maint Tech-Glycol	4.00	1.00	1.00	1.00	2.00									-2.00
Airport Maint Tech Airfield	12.00	9.00	10.00	11.00	11.00									-1.00
Secretary	0.50	0.50	0.50	0.50	0.50									0.00
Terminal														
Facilities Manager	1.00	1.00	1.00	1.00	1.00									0.00
Facilities Coordinator	0.50	0.50	0.50	0.50	0.50									0.00
Facilities Maint Lead	2.00	2.00	2.00	2.00	2.00									0.00
Facilities Maint - HVAC	1.00	1.00	1.00	1.00	1.00									0.00
Facilities Maint Technician	5.00	4.00	5.00	5.00	5.00									0.00
Custodial Supervisor	1.00	1.00	1.00	1.00	1.00									0.00
Custodial Lead	5.00	5.00	5.00	5.00	5.00									0.00
Custodial Worker	18.00	18.00	18.00	18.00	18.00									0.00
Floor Care Technician	1.00	1.00	1.00	1.00	1.00									0.00
Airport Custodial Technician	1.00	1.00	1.00	1.00	1.00									0.00
Artistic Exhibits	0.50	0.50	0.50	0.50	0.50									0.00
Museum Shop	5.50	3.50	3.50	3.50	3.50									-2.00
Loading Bridges														
Facilities Maint Lead-Loading Bridge	2.00	2.00	2.00	2.00	2.00									0.00
Parking														
Deputy, Commercial Services	1.00	1.00	1.00	1.00	1.00									0.00
Parking Supervisor	2.00	2.00	2.00	2.00	2.00									0.00
Lead Cashier	5.00	5.00	5.00	5.00	5.00									0.00
Cashier, Full Time	14.00	14.00	13.00	13.00	10.00									-4.00
Cashier, Part Time - FTE	2.50	0.50	0.00	0.00	0.00									-2.50
Shuttle Operator Lead	1.00	1.00	1.00	1.00	1.00									0.00
Shuttle Detailer	1.00	1.00	1.00	1.00	1.00									0.00
Shuttle Operator, Full Time	12.00	12.00	12.00	12.00	14.00									2.00
Shuttle Operator, Part Time - FTE	1.00	1.00	1.00	1.00	1.00									0.00
Lead Parking Maint Tech	1.00	0.00	0.00	0.00	0.00									-1.00
Parking Assistant	1.00	0.00	0.00	0.00	0.00									-1.00
Parking Maint Technician	4.00	4.00	4.00	4.00	4.00									0.00
Security														
Curbside Monitors, Full Time	4.00	2.00	3.00	4.00	4.00									0.00
Curbside Monitors, Part Time - FTE	2.50	2.00	2.00	2.00	2.00									-0.50
Landside														
Tower/Custodial	2.00	2.00	2.00	2.00	2.00									0.00
Admin Building/Custodial	0.50	0.50	0.50	0.50	0.50									0.00
ARFF														
Chief/Safety Manager	1.00	1.00	1.00	1.00	1.00									0.00
Captains/Safety Supervisor	4.00	4.00	4.00	4.00	4.00									0.00
Firefighters/Safety Officer	16.00	15.00	15.00	15.00	15.00									-1.00
Operations														
Airport Operations Manager	1.00	1.00	1.00	1.00	1.00									0.00
Airport Security Supervisor	1.00	1.00	1.00	1.00	1.00									0.00
Asst Airport Security Supervisor	1.00	1.00	1.00	1.00	1.00									0.00
Airport Operations Supervisor	5.00	5.00	5.00	5.00	5.00									0.00
Airport Operations Officer	4.00	4.00	4.00	3.00	3.00									-1.00
Receptionist	1.00	1.00	1.00	1.00	1.00									0.00
Vehicles & Equipment														
Airport Maint Lead-Vehicle Maint	2.00	2.00	2.00	2.00	2.00									0.00
Inventory Control Specialist	1.00	1.00	1.00	1.00	1.00									0.00
Airport Maint Tech-Vehicle Maint	8.00	7.00	8.00	7.00	7.00									-1.00
Administration														
	3.50	3.50	3.50	4.50	5.50									2.00
Total AvPORTS Positions	173.00	156.50	159.00	160.00	161.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-12.00

Personnel Services & Benefits

For the four months ended April 30, 2019

	AFCO (AvPorts)		
	Year to Date Budget	Year to Date Actual	Variance
Personnel Services			
Regular - Salaries	\$ 1,864,783	\$ 1,821,735	\$ 43,048
Holiday Pay	73,697	59,333	14,364
Other Dollars/Funeral/Jury/Retro	163,890	50,176	113,714
Shift Premium	29,162	30,642	(1,480)
Lead Pay	2,945	1,814	1,131
Sick Pay	39,939	39,149	790
Personal Pay	-	-	-
Vacation Pay	143,058	58,369	84,689
Sub Total	2,317,475	2,061,218	256,257
Overtime	275,202	354,650	(79,448)
Double Time Pay	22,949	30,806	(7,857)
Total	2,615,626	2,446,674	168,952
Employee Benefits			
Social Security & Medicare	193,436	181,282	12,154
Federal Unemployment Tax	7,798	6,650	1,148
NYS Unemployment	40,260	34,737	5,523
Workers Compensation	168,758	117,850	50,908
401 (K) Plan Match	55,009	57,977	(2,968)
Health & Dental Insurance	820,825	765,801	55,024
Employee Benefits Deductions	(96,347)	(87,763)	(8,584)
Disability/Life Insurance	45,160	57,087	(11,927)
Total	1,234,899	1,133,621	101,278
Total Salaries and Benefits	\$ 3,850,525	\$ 3,580,295	\$ 270,230

Albany International Airport 2019 AvPort's Performance Measurements For the four months ended April 30

Airfield Performance Measurements					
	2016 Final	2017 Final	2018 Final	2019 Budget	2019 YTD Actual
Number of vehicle accidents on Airfield over \$1,000	1	1	0	0	0
Airport remained open for all airline operations	100%	100%	100%	100%	100%
Electrical work-orders	727	868	1026	700	316
SPEDES permit sanctions	0	0	0	0	0
Gallons of deicing aircraft storm water fluid collected	13,606,000	18,499,000	17,013,812	25,000,000	12,897,000
water removed (the higher the better)	2.9%	3.3%	4.4%	3.5%	3.4%
Employees with CDL licenses	34	33	33	40	35
Runway incidents	0	0	0	0	1
Notices to Airmen (NOTAMs) for airfield lighting	66	28	37	0	59
Occupational Safety and Health Administration (OSHA) reportable incidents	2	2	2	0	0
Liquid potassium acetate used on runways (avg gallons per snow ice event)	785	2,418	2,419	4,000	3,596
Airfield electric usage (KWH)	636,751	659,988	678,226	675,000	264,441
Overtime/Personnel Services (%)	11.3%	14.0%	13.2%	10.6%	22.3%

Terminal Performance Measurements					
	2016 Final	2017 Final	2018 Final	2019 Budget	2019 YTD Actual
HVAC Equipment in operation	100.0%	100.0%	100.0%	100.0%	100.0%
Work Orders	3,586	3,548	4,228	4,000	1,284
Survey: cleanliness of the terminal	N/A	N/A	N/A	80%	N/A
Average # of days a work order remains open	2.5	2.5	2.5	2.5	2.6
Plumbing Equipment in operation	100%	100%	100%	100%	100%
Terminal Maintenance direct cost per square foot	\$18.38	\$17.77	\$20.34	\$19.43	\$7.17
Terminal electrical usage (KWH): 79 Building	1,547,262	1,337,120	1,412,191	1,400,000	568,635
Terminal electrical usage (KWH): 98 Building	7,339,716	7,041,849	6,945,277	7,000,000	2,467,079
Overtime/Personnel Services (%)	6.9%	7.6%	8.4%	6.2%	9.2%

Loading Bridge Performance Measurements					
	2016 Final	2017 Final	2018 Final	2019 Budget	2019 YTD Actual
Direct Cost per Loading Bridge	\$20,933	\$23,787	\$26,868	\$23,958	\$7,814
Airline Employees trained	2	13	35	10	0
Over-the-Wing (OTW) Loading Bridge total operations	4,278	4,249	4,031	4,200	1,062
Loading Bridge electrical usage (KWH) (6.1% of 98 building gets allocated)	635,970	635,970	601,792	600,000	213,767
OTW Loading Bridge Maintenance calls (new measurement for 2009)	93	80	93	10	18
OTW Loading Bridge out of service (new measurement for 2009)	19.5%	30.2%	32.3%	0.0%	28.2%
Number of leased loading bridges	14	13	13	13	14
Overtime/Personnel Services (%)	16.8%	16.1%	15.4%	11.2%	15.4%

Parking Performance Measurements					
	2016 Final	2017 Final	2018 Final	2019 Budget	2019 YTD Actual
Express parking transactions	327,771	345,998	336,899	350,000	96,863
Cashier parking transactions	322,647	292,572	301,127	300,000	114,062
Cashier parking transaction errors	110	67	53	50	31
Shuttle Bus Survey (new measurement for 2008)	N/A	N/A	80%	85%	N/A
Customer/Vehicle Contact	0	0	0	0	0
OSHA recordable accidents	6	2	2	0	0
Parking electrical usage (KWH)	348,356	348,356	351,034	345,000	134,706
Parking Garage electrical usage (KWH) (23.5% of 98 building gets allocated)	2,450,047	2,450,047	2,318,381	2,500,000	823,528
YTD Loss/Gain	-\$1,080	-\$636	\$165	\$0	-\$1,519
Overtime/Personnel Services (%)	18.0%	14.8%	16.2%	11.6%	18.9%

Landside Performance Measurements					
	2016 Final	2017 Final	2018 Final	2019 Budget	2019 YTD Actual
Number of tenants	53	56	55	56	57
Landside building rental (Sq ft) *	327,108	329,478	428,094	429,165	398,544
Landside land rental (acres)*	34	36	36	36	37
Tenant complaints	0	0	0	0	0

*Includes rented space/land only

ARFF Performance Measurements					
	2016 Final	2017 Final	2018 Final	2019 Budget	2019 YTD Actual
Annual Dispatch Calls	536	658	643	650	177
Tour conducted by ARFF	34	21	41	35	4
AED classes conducted	27	22	4	15	5
Fire Extinguishers inspected/serviced	5,711	5,970	5,920	5,800	1,092
NYS Fire Fighter training (training hours)	504	504	504	504	168
OSHA required fire training (training hours)	156	156	156	156	52
NYS EMT training (training hours)	480	480	480	480	160
FAA ARFF training (training hours)	516	516	516	516	172
Building code inspections	52	45	31	20	2
Overtime/Personnel Services (%)	16.2%	18.6%	15.2%	11.4%	14.7%

Operations Performance Measurements					
	2016 Final	2017 Final	2018 Final	2019 Budget	2019 YTD Actual
Work Orders (Facility) Building Maintenance calls	3,698	3,644	4,236	3,500	1,284
Work Orders (139) aeronautical areas	729	999	1,030	1,000	392
Notice to airmen (NOTAMS)	978	1,471	2,488	1,500	1,063
Bird Strikes	48	71	28	15	0
Property Damage Reports	147	176	190	140	72
Bodily Injury Reports	248	246	227	200	89
FAA 139 Inspections discrepancies	18	9	7	5	17
Operations' employee accidents	0	0	0	0	0
Operations' property accidents	2	0	1	0	0
Overtime/Personnel Services (%)	13.1%	11.0%	12.3%	8.0%	19.4%

Security Performance Measurements					
	2016 Final	2017 Final	2018 Final	2019 Budget	2019 YTD Actual
Security Trainees	686	697	797	700	246
Driver Trainees	408	422	501	400	163
Finger Printing	763	743	934	750	270
Badges Issued	166	186	260	200	104
Revalidations*	656	681	854	900	294
Escort Required Badges Issued	2,840	2,137	3,490	2,500	1,133
Business Center Security Passes	169	64	199	100	85
Curbside Accidents	0	0	0	0	0
Curbside Security - Overtime/Personnel Services (%)	8.6%	5.4%	5.2%	2.7%	7.6%

*Revalidations of badges are performed every other year

Vehicle Maintenance Performance Measurements					
	2016 Final	2017 Final	2018 Final	2019 Budget	2019 YTD Actual
Heavy Equipment (Units)	47	47	45	45	45
Light Vehicles (Units)	34	34	35	36	38
Light Equipment (Units)	233	233	230	230	225
Average age of ARFF Fleet (yrs)	9	8	9	9	8
Average age of Shuttle Buses (yrs)	4	3	4	5	5
Average age of Fuel Trucks (yrs)	12	14	15	16	16
Average age of other large vehicles	17	16	17	18	17
Average age of Pick-ups	15	10	11	8	6
Shuttle Bus (Not less than 6 operational)	7	7	7	8	8
Fuel Truck (Not less than 7 operational)	7	7	7	7	10
Technicians trained	0	24	16	2	20
Overtime/Personnel Services (%)	9.7%	10.2%	9.0%	8.5%	18.3%

AvPort's Administration Performance Measurements					
	2016 Final	2017 Final	2018 Final	2019 Budget	2019 YTD Actual
AvPort's total full time employment equivalents	154.3	159.5	153.8	173.0	161.0
Total AvPort's overtime	12.4%	12.4%	12.2%	9.2%	15.8%
Budgetary needs met	Yes	Yes	Yes	Yes	Yes
Saving/revenue producing ideas	0	0	0	0	0
Total AvPorts Property Damage Reports	16	23	4	1	9
Administration Overtime/Personnel Services (%)	0.0%	0.0%	0.0%	0.0%	0.0%
Employee turnover	15.9%	12.9%	15.4%	13.0%	3.5%

**** UNAUDITED - FOR INTERNAL REVIEW****

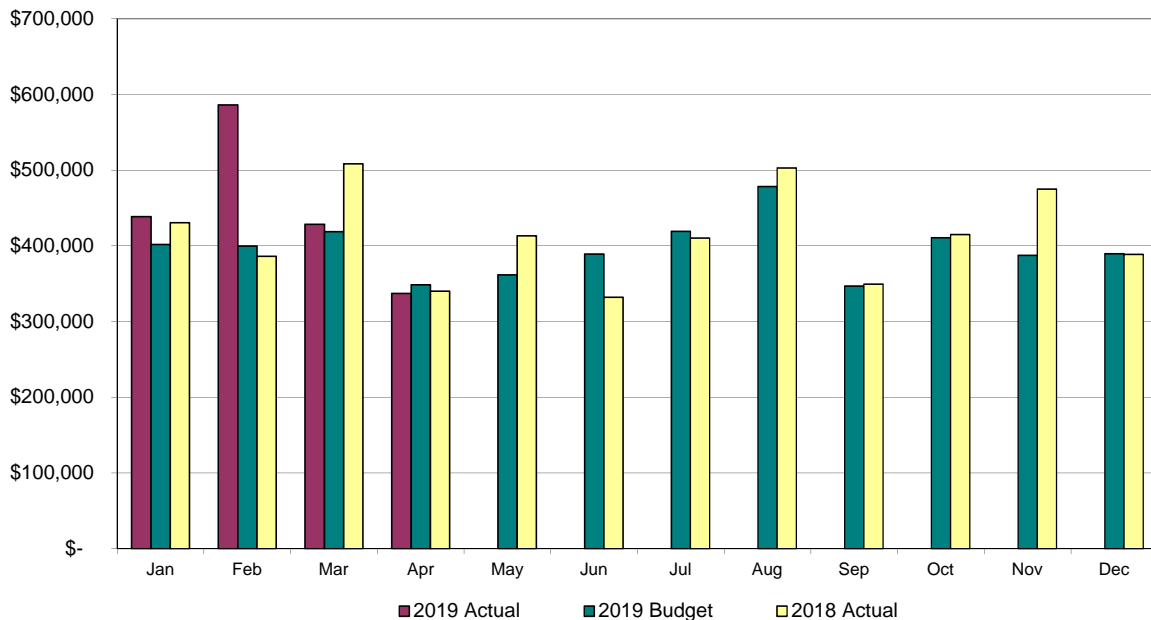


Million Air FBO Operations

Albany County Airport Authority
FBO Operations Summary
For the four months ended April 30, 2019

	Commercial Fueling (60)		GA & Facilities (61)		Administration (69)		TOTAL		
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Variance
REVENUES									
Retail Fuel									
Jet A Fuel Sales	\$ -	\$ -	\$ 1,641,931	\$ 1,568,963	\$ -	\$ -	\$ 1,641,931	\$ 1,568,963	\$ (72,968)
AvGas Fuel Sales	-	-	69,824	74,232	-	-	69,824	74,232	4,408
Commercial AvGas Fuel Sales	78,141	117,426	-	-	-	-	78,141	117,426	39,285
Auto & Diesel Fuel Sales	160,515	143,164	-	-	-	-	160,515	143,164	(17,351)
Retail Fuel Sales	238,656	260,590	1,711,755	1,643,195	-	-	1,950,411	1,903,785	(46,626)
Into Plane Fees	204,564	222,840	-	-	-	-	204,564	222,840	18,276
Fuel Farm Fees	213,497	215,721	-	-	-	-	213,497	215,721	2,224
General Aviation Landing Fees	-	-	78,256	74,191	-	-	78,256	74,191	(4,065)
Aircraft Parking Fees	-	-	45,817	42,125	-	-	45,817	42,125	(3,692)
Deicing Services	846,695	968,724	24,284	52,187	-	-	870,979	1,020,911	149,932
FBO Properties	-	-	158,512	121,749	-	-	158,512	121,749	(36,763)
FBO Services	-	-	15,558	32,540	-	-	15,558	32,540	16,982
TOTAL REVENUES	\$ 1,503,412	\$ 1,667,875	\$ 2,034,182	\$ 1,965,987	\$ -	\$ -	\$ 3,537,594	\$ 3,633,862	\$ 96,268
COST OF SALES ()									
Fuel Costs - Jet A	-	-	960,632	897,396	-	-	960,632	897,396	(63,236)
Fuel Volume Discounts - Jet	-	-	99,381	110,757	-	-	99,381	110,757	11,376
Fuel Costs - AvGas	-	-	53,007	60,113	-	-	53,007	60,113	7,106
Fuel Volume Discounts - AvGas	-	-	1,016	1,036	-	-	1,016	1,036	20
Fuel Costs - Commercial AvGas	70,967	104,177	-	-	-	-	70,967	104,177	33,210
Fuel Costs - Auto & Diesel	125,020	107,740	-	-	-	-	125,020	107,740	(17,280)
Fuel Costs	195,987	211,917	1,114,036	1,069,302	-	-	1,310,023	1,281,219	(28,804)
Deicing Costs - Type I & IV	656,725	561,565	-	-	-	-	656,725	561,565	(95,160)
Catering, Oil & Other	-	-	1,667	885	-	-	1,667	885	(782)
Total Cost of Sales	852,712	773,482	1,115,703	1,070,187	-	-	1,968,415	1,843,669	(124,746)
Net Operating	\$ 650,700	\$ 894,393	\$ 918,479	\$ 895,800	\$ -	\$ -	\$ 1,569,179	\$ 1,790,193	\$ 221,014
EXPENSES ()									
Personal Services									
Salaries	\$ 148,664	\$ 136,059	\$ 197,574	\$ 206,999	\$ 70,243	\$ 69,135	\$ 416,481	\$ 412,193	\$ 4,288
Overtime	18,505	20,103	37,853	61,326	-	-	56,358	81,429	(25,071)
Total Personal Services	167,169	156,162	235,427	268,325	70,243	69,135	472,839	493,622	(20,783)
Employee Benefits	59,328	54,095	113,589	109,150	30,626	25,705	203,543	188,950	14,593
Utilities & Communications	10,149	8,208	36,308	34,358	717	565	47,174	43,131	4,043
Purchased Services	58,258	50,320	42,593	40,158	133,165	146,592	234,016	237,070	(3,054)
Materials & Supplies									
Buildings	4,233	2,886	23,240	20,884	-	-	27,473	23,770	3,703
Grounds	6,667	9,055	700	1,225	-	-	7,367	10,280	(2,913)
Vehicles	69,538	85,195	27,621	23,378	-	-	97,159	108,573	(11,414)
Total Materials & Supplies	80,438	97,136	51,561	45,487	-	-	131,999	142,623	(10,624)
Office & Administration	-	-	58,917	56,377	17,179	9,488	76,096	65,865	10,231
Non-Capital Equipment	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES	375,342	365,921	538,395	553,855	251,930	251,485	1,165,667	1,171,261	(5,594)
FBO Net Direct Cost	\$ 275,358	\$ 528,472	\$ 380,084	\$ 341,945	\$ (251,930)	\$ (251,485)	\$ 403,512	\$ 618,932	\$ 215,420
Allocation of Indirect Cost Centers									
ARFF	21,456	18,631	21,456	18,631	-	-	42,911	37,261	5,650
Operations	16,805	17,093	16,805	17,093	-	-	33,611	34,186	(575)
Security	10,506	10,219	10,506	10,219	-	-	21,012	20,438	574
Vehicles & Equipment	28,648	24,666	17,189	14,799	-	-	45,837	39,465	6,372
Airport Mgmt Administration	20,219	16,196	24,407	28,596	-	-	44,626	44,792	(166)
FBO Administration	114,142	90,932	137,788	160,553	(251,930)	(251,485)	-	-	-
ACAA Administration	145,242	111,124	175,330	196,205	-	-	320,572	307,329	13,243
Total Allocation	357,019	288,860	403,480	446,097	(251,930)	(251,485)	508,569	483,472	25,097
FBO Net Results	\$ (81,661)	\$ 239,612	\$ (23,396)	\$ (104,152)	\$ -	\$ -	\$ (105,057)	\$ 135,460	\$ 240,517

Albany International Airport FBO Net Revenue Before Operating and Maintenance Expenses For the four months ended April 30

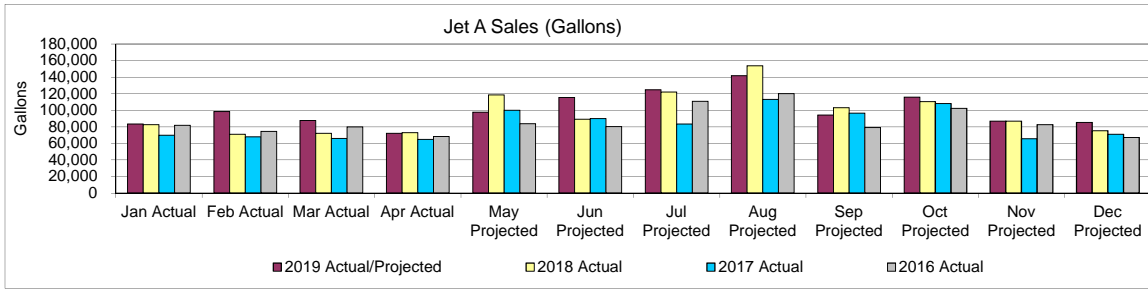


YTD Revenues	2019 Actual			2019 Budget			2018 Actual		
	Gross Revenues	Cost of Sales	Net Revenue	Gross Revenues	Cost of Sales	Net Revenue	Gross Revenues	Cost of Sales	Net Revenue
Jet A Fuel Sales	\$ 1,568,963	\$ 897,396	\$ 671,567	\$ 1,641,931	\$ 960,632	\$ 681,299	\$ 1,379,562	\$ 777,279	\$ 602,283
Fuel Volume Discounts-Jet A		110,757	(110,757)		99,381	(99,381)		92,126	(92,126)
AvGas Fuel Sales-Commercial	117,426	104,177	13,249	78,141	70,967	7,174	115,556	103,881	11,675
AvGas Fuel Sales	74,232	60,113	14,119	69,824	53,007	16,817	63,650	48,720	14,930
Fuel Volume Discounts-AvGas		1,036	(1,036)		1,016	(1,016)		910	(910)
Auto & Diesel Fuel Sales	143,164	107,740	35,424	160,515	125,020	35,495	158,460	126,034	32,426
Into-Plane Fees	222,840		222,840	204,564		204,564	217,540		217,540
Fuel Farm Fees	215,721		215,721	213,497		213,497	207,580		207,580
Landing Fees	74,191		74,191	78,256		78,256	75,326		75,326
Parking Fees	42,125		42,125	45,817		45,817	44,222		44,222
Deicing	1,020,912	561,565	459,347	870,979	656,725	214,254	1,135,237	749,160	386,077
Properties	121,749		121,749	158,512		158,512	150,171		150,171
FBO Services (Catering, etc)	32,540	885	31,655	15,559	1,667	13,892	16,463	560	15,903
Total	\$ 3,633,863	\$ 1,843,669	\$ 1,790,194	\$ 3,537,594	\$ 1,968,415	\$ 1,569,179	\$ 3,563,767	\$ 1,898,670	\$ 1,665,097

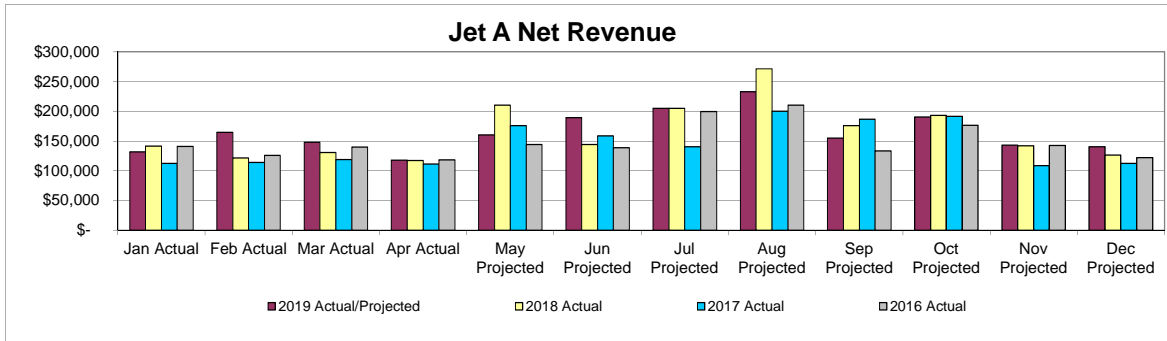
	2019 Actual			2019 Budget			2018 Actual		
	Gross Revenues	Cost of Sales	Net Revenue	Gross Revenues	Cost of Sales	Net Revenue	Gross Revenues	Cost of Sales	Net Revenue
January	\$ 930,877	\$ 492,248	\$ 438,629	\$ 968,749	\$ 566,759	\$ 401,990	\$ 981,904	\$ 551,280	\$ 430,624
February	1,207,502	621,512	585,990	973,400	573,590	399,810	838,732	452,647	386,085
March	852,990	424,464	428,526	880,075	461,376	418,699	1,060,934	552,644	508,290
April	642,494	305,445	337,049	715,370	366,690	348,680	682,197	342,099	340,098
May	-	-	-	722,868	361,190	361,678	843,555	430,353	413,202
June	-	-	-	801,318	412,050	389,268	673,250	341,233	332,017
July	-	-	-	863,799	444,701	419,098	859,036	448,941	410,095
August	-	-	-	980,582	502,274	478,308	1,057,757	555,130	502,627
September	-	-	-	693,298	346,517	346,781	738,734	389,209	349,525
October	-	-	-	864,159	453,603	410,556	857,474	442,605	414,869
November	-	-	-	833,239	445,685	387,554	1,054,884	579,770	475,114
December	-	-	-	949,515	559,811	389,704	778,895	390,318	388,577
Total	\$ 3,633,863	\$ 1,843,669	\$ 1,790,194	\$ 10,246,372	\$ 5,494,246	\$ 4,752,126	\$ 10,427,352	\$ 5,476,229	\$ 4,951,123

YTD \$ 3,633,863 \$ 1,843,669 \$ 1,790,194 \$ 3,537,594 \$ 1,968,415 \$ 1,569,179 \$ 3,563,767 \$ 1,898,670 \$ 1,665,097

Albany International Airport FBO Jet A Fuel Sales For the four months ended April 30

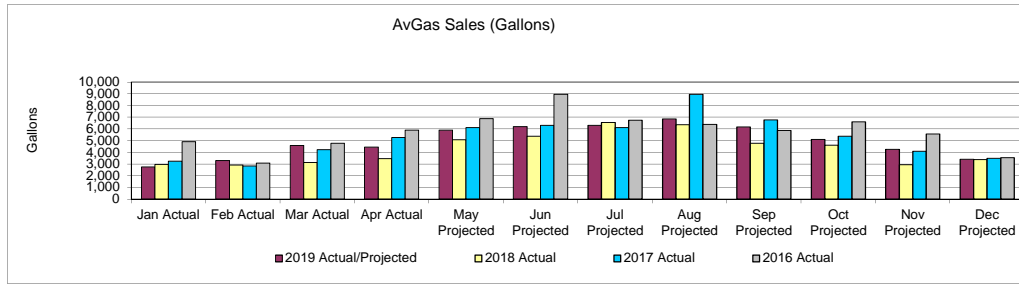


Jet A Gallons		2019	2019 Budget	# Variance	% Variance	2018	2019 vs 2018	2017	2016
January	(Actual)	83,336	87,543	(4,207)	-4.8%	82,592	0.9%	70,070	81,710
February	(Actual)	98,665	83,002	15,663	18.9%	71,125	38.7%	67,820	74,536
March	(Actual)	87,742	81,932	5,810	7.1%	72,099	21.7%	66,129	79,951
April	(ACTUAL)	72,253	88,173	(15,920)	-18.1%	72,863	-0.8%	65,069	68,402
May	(Projected)	97,726	97,342	385	0.4%	118,650	-17.6%	99,920	83,850
June	(Projected)	115,423	114,968	454	0.4%	89,409	29.1%	89,950	80,224
July	(Projected)	124,957	124,465	492	0.4%	122,091	2.3%	83,365	110,860
August	(Projected)	141,756	141,198	558	0.4%	153,689	-7.8%	113,131	120,313
September	(Projected)	94,162	93,791	371	0.4%	103,321	-8.9%	96,413	79,169
October	(Projected)	115,896	115,440	456	0.4%	110,506	4.9%	107,989	102,474
November	(Projected)	87,105	86,762	343	0.4%	86,915	0.2%	65,483	82,517
December	(Projected)	85,417	85,081	336	0.4%	75,434	13.2%	70,963	67,060
Total		1,204,440	1,199,698	4,742	0.4%	1,158,694	3.9%	996,302	1,031,066
YTD Gallons		341,996	340,650	1,346	0.4%	298,679	14.5%	269,088	304,599

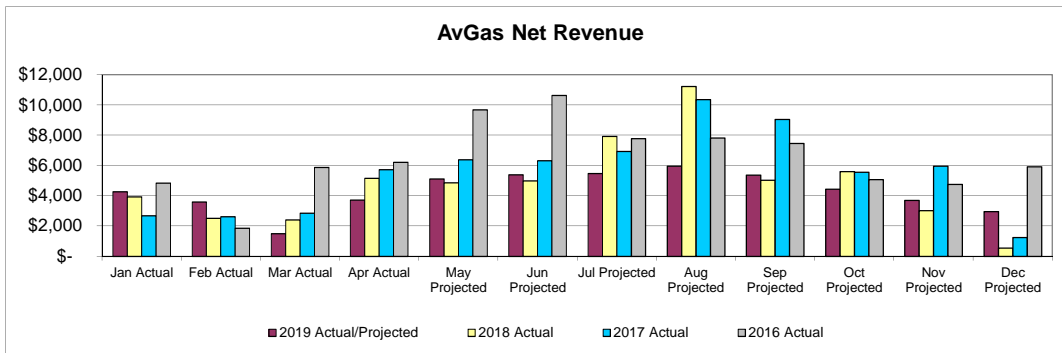


Jet A Net Revenue		2019	2019 Budget	# Variance	% Variance	2018	2019 vs 2018	2017	2016
January	(Actual)	\$ 131,406	\$ 149,546	\$ (18,140)	-12.1%	\$ 141,143	-6.9%	\$ 112,128	\$ 140,607
February	(Actual)	164,266	141,788	22,478	15.9%	121,451	35.3%	113,822	125,545
March	(Actual)	147,453	139,961	7,492	5.4%	130,403	13.1%	118,397	139,416
April	(ACTUAL)	117,685	150,623	(32,938)	-21.9%	117,160	0.4%	111,173	117,903
May	(Projected)	160,253	166,285	(6,032)	-3.6%	210,246	-23.8%	175,376	143,880
June	(Projected)	189,272	196,396	(7,124)	-3.6%	143,769	31.7%	158,488	138,577
July	(Projected)	204,906	212,619	(7,712)	-3.6%	204,549	0.2%	140,062	199,181
August	(Projected)	232,454	241,203	(8,749)	-3.6%	271,633	-14.4%	199,745	210,063
September	(Projected)	154,408	160,220	(5,812)	-3.6%	175,786	-12.2%	186,356	132,912
October	(Projected)	190,048	197,201	(7,153)	-3.6%	192,929	-1.5%	191,217	176,189
November	(Projected)	142,837	148,213	(5,376)	-3.6%	141,572	0.9%	108,259	142,396
December	(Projected)	140,069	145,341	(5,272)	-3.6%	126,192	11.0%	111,976	121,863
Total		\$ 1,975,058	\$ 2,049,396	\$ (74,338)	-3.6%	\$ 1,976,833	-0.1%	\$ 1,726,999	\$ 1,788,532
YTD Net Revenues		\$ 560,810	\$ 581,918	\$ (21,108)	-3.6%	\$ 510,157	9.9%	\$ 455,520	\$ 523,471

Albany International Airport FBO Av Gas Retail Sales For the four months ended April 30

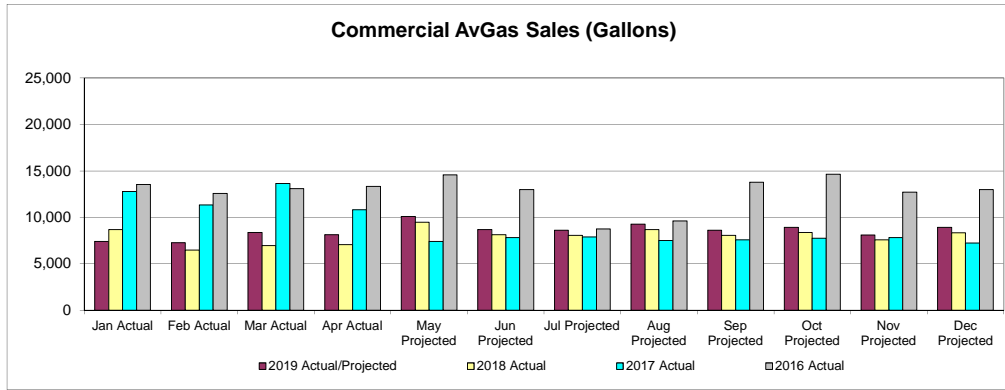


AvGas Gallons		2019	2019 Budget	# Variance	% Variance	2018	2019 vs 2018	2017	2016
January	(Actual)	2,738	3,016	(278)	-9.2%	2,978	-8.1%	3,248	4,915
February	(Actual)	3,291	2,706	585	21.6%	2,914	12.9%	2,836	3,087
March	(Actual)	4,578	3,250	1,328	40.9%	3,134	46.1%	4,236	4,773
April	(ACTUAL)	4,431	4,482	(51)	-1.1%	3,471	27.7%	5,261	5,879
May	(Projected)	5,887	5,266	620	11.8%	5,062	16.3%	6,101	6,884
June	(Projected)	6,192	5,539	652	11.8%	5,378	15.1%	6,292	8,954
July	(Projected)	6,290	5,627	663	11.8%	6,547	-3.9%	6,118	6,733
August	(Projected)	6,850	6,128	722	11.8%	6,341	8.0%	8,939	6,380
September	(Projected)	6,167	5,517	650	11.8%	4,772	29.2%	6,751	5,863
October	(Projected)	5,109	4,571	538	11.8%	4,616	10.7%	5,359	6,588
November	(Projected)	4,254	3,805	448	11.8%	2,952	44.1%	4,090	5,563
December	(Projected)	3,403	3,044	359	11.8%	3,369	1.0%	3,479	3,537
Total		59,189	52,953	6,236	11.8%	51,534	14.9%	62,710	69,156
YTD Gallons		15,038	13,454	1,584	11.8%	12,497	20.3%	15,581	18,654

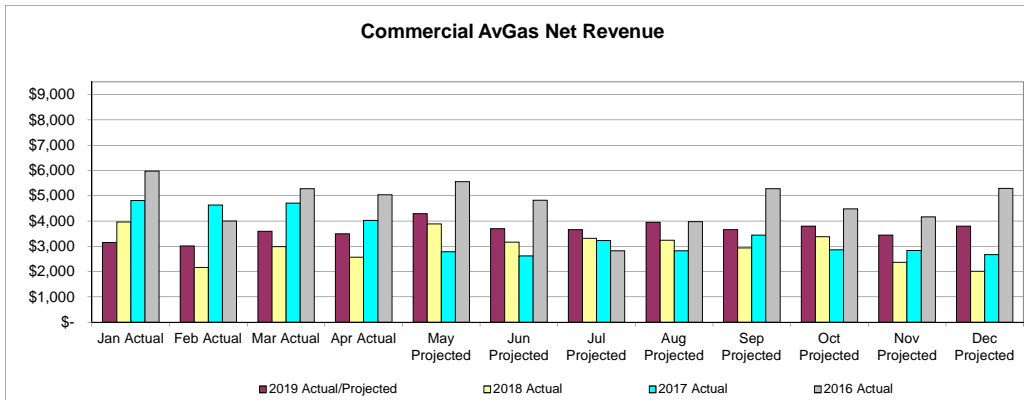


AvGas Net Revenue		2019	2019 Budget	# Variance	% Variance	2018	2019 vs 2018	2017	2016
January	(Actual)	\$ 4,275	\$ 3,542	\$ 733	20.7%	\$ 3,940	8.5%	\$ 2,687	\$ 4,839
February	(Actual)	3,582	3,178	404	12.7%	2,516	42.4%	2,618	1,857
March	(Actual)	1,504	3,817	(2,313)	-60.6%	2,405	-37.5%	2,843	5,885
April	(ACTUAL)	3,722	5,264	(1,542)	-29.3%	5,159	-27.9%	5,721	6,205
May	(Projected)	5,121	6,185	(1,064)	-17.2%	4,869	5.2%	6,373	9,675
June	(Projected)	5,387	6,506	(1,119)	-17.2%	4,982	8.1%	6,322	10,632
July	(Projected)	5,472	6,609	(1,137)	-17.2%	7,935	-31.0%	6,925	7,786
August	(Projected)	5,959	7,197	(1,238)	-17.2%	11,213	-46.9%	10,360	7,815
September	(Projected)	5,365	6,480	(1,115)	-17.2%	5,023	6.8%	9,049	7,463
October	(Projected)	4,445	5,368	(923)	-17.2%	5,591	-20.5%	5,560	5,076
November	(Projected)	3,701	4,469	(769)	-17.2%	3,028	22.2%	5,967	4,755
December	(Projected)	2,961	3,576	(615)	-17.2%	554	434.4%	1,237	5,917
Total		\$ 51,494	\$ 62,191	\$ (10,697)	-17.2%	\$ 57,215	-10.0%	\$ 65,662	\$ 77,905
YTD Net Revenues		\$ 13,083	\$ 15,801	\$ (2,718)	-17.2%	\$ 14,020	-6.7%	\$ 13,869	\$ 18,786

Albany International Airport Commercial Av Gas Retail Sales For the four months ended April 30

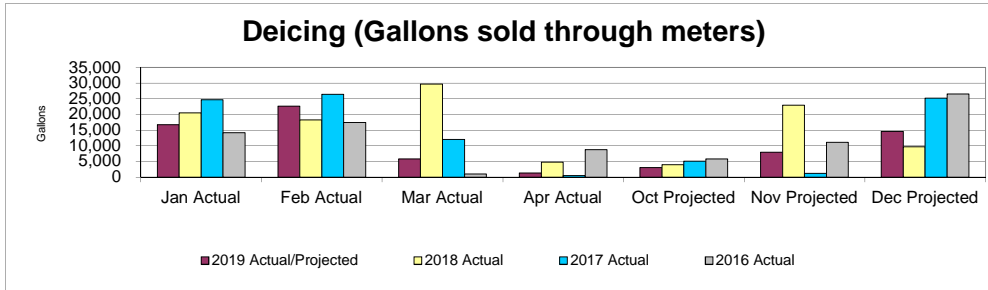


Commercial AvGas Gallons		2019	2019 Budget	# Variance	% Variance	2018	2019 vs 2018	2017	2016
January	(Actual)	7,400	5,765	1,635	28.4%	8,683	-14.8%	12,793	13,548
February	(Actual)	7,277	4,294	2,983	69.5%	6,467	12.5%	11,347	12,560
March	(Actual)	8,377	4,632	3,745	80.8%	6,977	20.1%	13,639	13,080
April	(ACTUAL)	8,127	4,698	3,429	73.0%	7,076	14.9%	10,817	13,340
May	(Projected)	10,101	6,281	3,820	60.8%	9,460	6.8%	7,402	14,577
June	(Projected)	8,683	5,399	3,283	60.8%	8,132	6.8%	7,834	13,001
July	(Projected)	8,617	5,358	3,258	60.8%	8,070	6.8%	7,875	8,754
August	(Projected)	9,278	5,769	3,508	60.8%	8,689	6.8%	7,506	9,604
September	(Projected)	8,610	5,354	3,256	60.8%	8,064	6.8%	7,594	13,774
October	(Projected)	8,933	5,555	3,378	60.8%	8,366	6.8%	7,743	14,650
November	(Projected)	8,082	5,026	3,056	60.8%	7,569	6.8%	7,820	12,715
December	(Projected)	8,922	5,548	3,374	60.8%	8,356	6.8%	7,223	12,983
Total		102,405	63,680	38,725	60.8%	95,909	6.8%	109,593	152,586
YTD Gallons		31,181	19,390	8,362	43.1%	29,203	6.8%	48,596	52,528

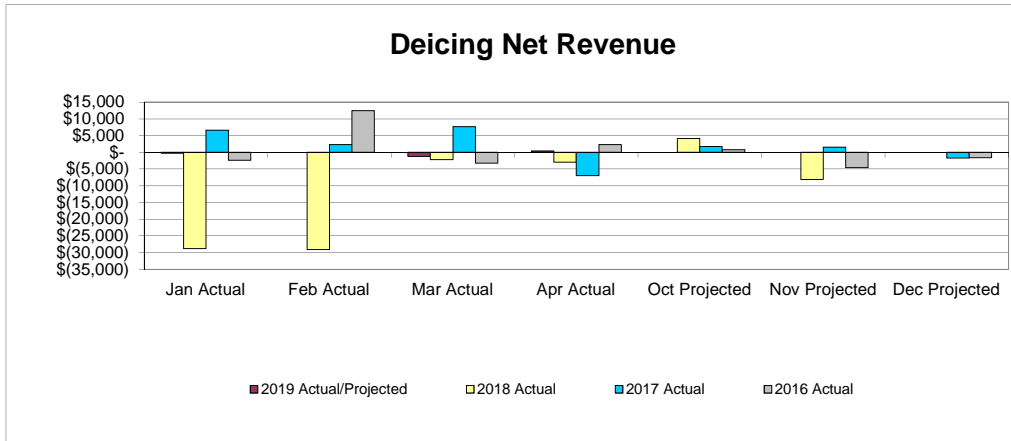


Commercial AvGas Net Revenue		2019	2019 Budget	# Variance	% Variance	2018	2019 vs 2018	2017	2016
January	(Actual)	\$ 3,154	\$ 2,133	\$ 1,021	47.9%	\$ 3,965	-20.5%	\$ 4,805	\$ 5,974
February	(Actual)	3,005	1,589	1,416	89.1%	2,165	38.8%	4,625	4,003
March	(Actual)	3,593	1,714	1,879	109.6%	2,981	20.5%	4,706	5,277
April	(ACTUAL)	3,497	1,738	1,759	101.2%	2,564	36.4%	4,016	5,040
May	(Projected)	4,292	2,324	1,968	84.7%	3,889	10.4%	2,780	5,548
June	(Projected)	3,689	1,998	1,692	84.7%	3,168	16.5%	2,619	4,822
July	(Projected)	3,661	1,983	1,679	84.7%	3,315	10.4%	3,229	2,817
August	(Projected)	3,942	2,135	1,807	84.7%	3,242	21.6%	2,825	3,970
September	(Projected)	3,659	1,981	1,677	84.7%	2,933	24.7%	3,443	5,271
October	(Projected)	3,796	2,055	1,740	84.7%	3,372	12.6%	2,860	4,476
November	(Projected)	3,434	1,859	1,574	84.7%	2,369	45.0%	2,831	4,165
December	(Projected)	3,791	2,053	1,738	84.7%	2,008	88.8%	2,668	5,293
Total		\$ 43,513	\$ 23,562	\$ 19,951	84.7%	\$ 35,971	21.0%	\$ 41,407	\$ 56,656
YTD Net Revenues		\$ 13,249	\$ 7,174	\$ 6,075	84.7%	\$ 11,675	13.5%	\$ 18,152	\$ 20,294

**Albany International Airport
FBO Deicing Sales Consortium
For the four months ended April 30**

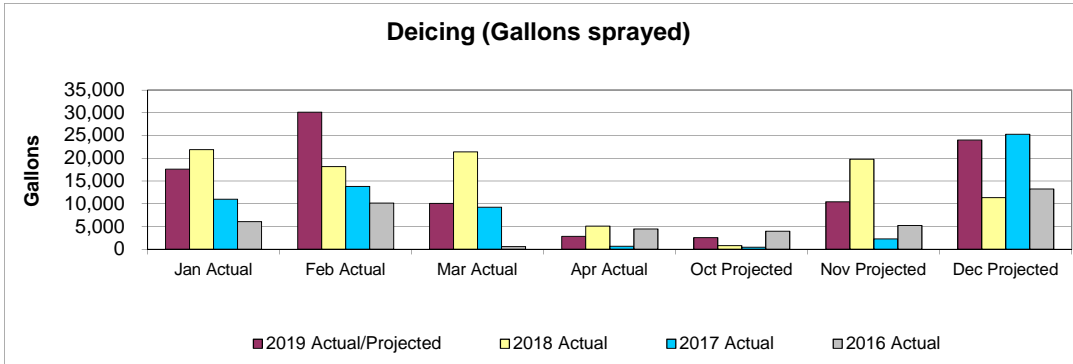


Deicing gallons sold through meters		2019	2019	#	%	2019	2019 vs	2017	2016
		2019	Budget	Variance	Variance	2018	2018	2017	2016
January	(Actual)	16,742	20,776	(4,034)	-19.4%	20,525	-18.4%	24,685	14,145
February	(Actual)	22,642	25,024	(2,382)	-9.5%	18,289	23.8%	26,437	17,437
March	(Actual)	5,746	13,494	(7,748)	-57.4%	29,689	-80.6%	11,991	981
April	(ACTUAL)	1,282	3,259	(1,977)	-60.7%	4,758	-73.1%	530	8,786
October	(Projected)	3,033	4,088	(1,055)	-25.8%	3,917	-22.6%	5,049	5,767
November	(Projected)	7,974	10,747	(2,773)	-25.8%	22,905	-65.2%	1,184	11,114
December	(Projected)	14,552	19,613	(5,061)	-25.8%	9,627	51.2%	25,203	26,507
Total		71,971	97,000	(25,029)	-25.8%	109,710	-34.4%	95,079	84,737
YTD Gallons		46,412	62,552	(16,140)	-25.8%	73,261	-36.6%	63,643	41,349

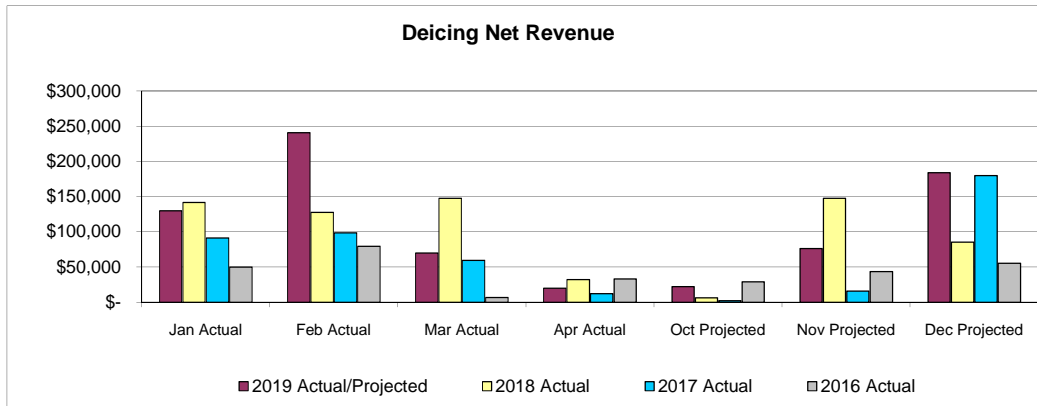


Deicing gallons sold through meters Net Revenue		2019	2019	#	%	2019	2019 vs	2017	2016
		2019	Budget	Variance	Variance	2018	2018	2017	2016
January	(Actual)	\$ (276)	0	-276	100.0%	\$ (28,775)	-99.0%	\$ 6,670	(2,395)
February	(Actual)	0	0	0	0.0%	(29,046)	-100.0%	2,322	12,514
March	(Actual)	(1,247)	0	-1,247	0.0%	(2,171)	-42.6%	7,706	(3,199)
April	(ACTUAL)	378	0	378	0.0%	(2,912)	0.0%	(6,980)	2,292
October	(Projected)	0	0	0	0.0%	4,102	-100.0%	1,749	778
November	(Projected)	0	0	0	0.0%	(8,081)	-100.0%	1,574	(4,603)
December	(Projected)	0	0	0	0.0%	0	0.0%	(1,730)	(1,648)
Total		-1,145	0	(1,145)	100.0%	(66,883)	-98.3%	\$ 11,311	\$ 3,739
YTD Net Revenues		\$ (1,145)	\$ -	\$ (1,145)	100.0%	\$ (62,904)	-98.2%	\$ 9,718	\$ 9,212

**Albany International Airport
FBO Deicing Sales Sprayed
For the four months ended April 30**

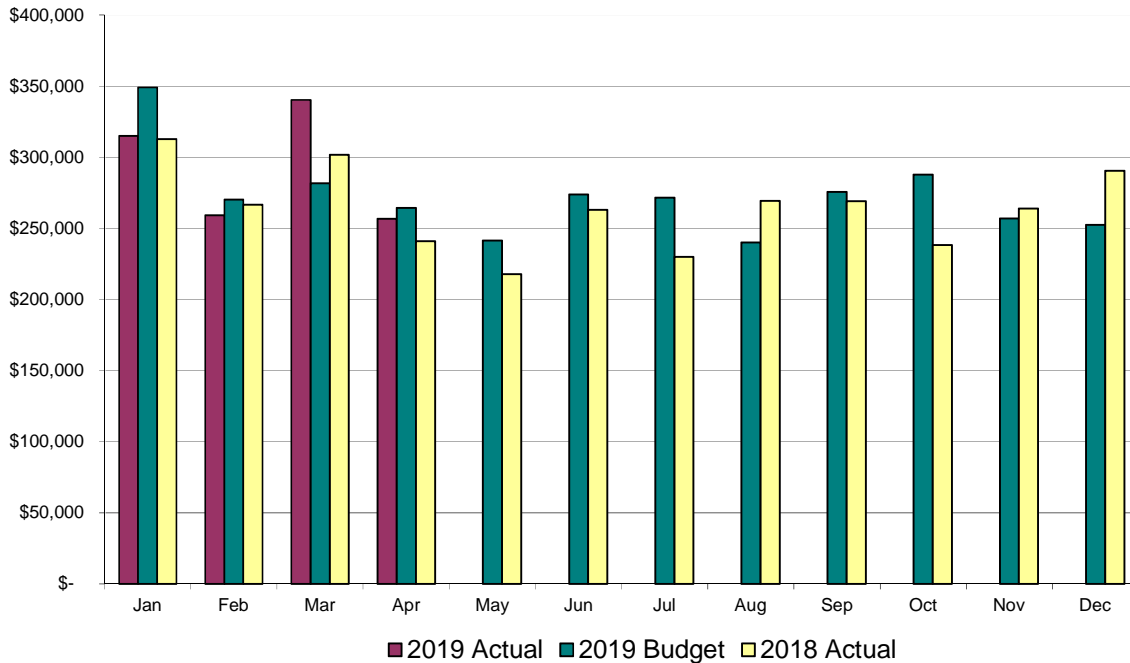


Deicing gallons sprayed		2019	2019 Budget	# Variance	% Variance	2018	2019 vs 2018	2017	2016
January	(Actual)	17,624	12,057	5,567	46.2%	21,867	-19.4%	10,964	6,053
February	(Actual)	30,117	13,908	16,209	116.5%	18,176	65.7%	13,776	10,149
March	(Actual)	10,043	8,511	1,532	18.0%	21,401	-53.1%	9,246	551
April	(ACTUAL)	2,846	2,471	375	15.2%	5,064	-43.8%	675	4,433
October	(Projected)	2,565	1,563	1,002	64.1%	772	232.3%	431	3,928
November	(Projected)	10,430	6,356	4,074	64.1%	19,799	-47.3%	2,231	5,209
December	(Projected)	24,014	14,634	9,380	64.1%	11,339	111.8%	25,237	13,260
Total		97,639	59,500	38,139	64.1%	98,418	-0.8%	62,560	43,583
YTD Gallons		60,630	36,947	23,683	64.1%	66,508	-8.8%	34,661	21,186



Deicing gallons sprayed Net Revenue		2019	2019 Budget	# Variance	% Variance	2018	2019 vs 2018	2017	2016
January	(Actual)	\$ 129,840	\$ 69,385	\$ 60,455	87.1%	\$ 141,663	-8.3%	\$ 91,123	\$ 49,782
February	(Actual)	240,751	81,868	158,883	194.1%	127,744	88.5%	98,604	79,410
March	(Actual)	70,039	49,120	20,919	42.6%	147,445	-52.5%	59,441	6,732
April	(ACTUAL)	19,862	13,882	5,980	43.1%	32,128	-38.2%	12,121	33,181
October	(Projected)	22,196	10,327	11,869	114.9%	6,556	238.6%	2,237	28,882
November	(Projected)	76,534	35,609	40,925	114.9%	147,769	-48.2%	16,093	43,735
December	(Projected)	183,883	85,556	98,327	114.9%	85,365	115.4%	179,788	55,253
Total		743,106	\$ 345,747	\$ 397,359	114.9%	\$ 688,670	7.9%	\$ 459,407	\$ 296,975
YTD Net Revenues		\$ 460,492	\$ 214,254	\$ 246,238	114.9%	\$ 448,980	2.6%	\$ 261,289	\$ 169,105

Albany International Airport FBO Operating and Maintenance Expenses For the four months ended April 30



YTD Expenses	2019 Actual	2019 Budget	2018 Actual
Personal Services			
Salaries	\$ 412,194	\$ 416,481	\$ 402,090
Overtime	81,428	56,358	69,001
Total Personal Services	<u>493,622</u>	<u>472,839</u>	<u>471,091</u>
Employee Benefits	188,950	203,543	184,839
Utilities & Communications	43,131	47,174	45,483
Purchased Services	237,070	234,016	204,766
Material & Supplies			
Buildings	23,770	27,474	36,829
Grounds	10,280	7,367	2,375
Vehicles	108,573	97,159	84,444
Total Materials & Supplies	<u>142,623</u>	<u>132,000</u>	<u>123,648</u>
Administration	65,865	76,095	92,495
Non-Capital Equipment	-	-	-
Total Expenses	<u>\$ 1,171,260</u>	<u>\$ 1,165,667</u>	<u>\$ 1,122,322</u>

	2019 Actual	2019 Budget	2018 Actual
January	\$ 315,065	\$ 349,105	\$ 312,720
February	259,182	270,382	266,639
March	340,320	281,675	301,868
April	256,693	264,505	241,095
May	-	241,383	217,740
June	-	273,886	263,094
July	-	271,679	229,965
August	-	240,138	269,334
September	-	275,642	269,166
October	-	287,887	238,330
November	-	257,095	263,932
December	-	252,395	290,514
Total	<u>\$ 1,171,260</u>	<u>\$ 3,265,772</u>	<u>\$ 3,164,397</u>

YTD \$ 1,171,260 \$ 1,165,667 \$ 1,122,322

ALBANY COUNTY AIRPORT AUTHORITY
Detail of FBO/Million Air Departments
For the Four Months Ending Tuesday, April 30, 2019

	Total Annual Budget	This Month Budget	This Month Actual	Var this Mo To Budget	Year to Date Budget	Year to Date Actual	Var this Yr to Budget
EXPENSES							
Personal Services							
11000 Salaries	\$1,273,941	\$97,995	\$96,629	\$1,367	\$416,481	\$412,194	\$4,287
12010 Overtime 1.5	175,277	13,134	18,626	(5,492)	56,358	81,428	(25,070)
Total Personal Services	1,449,218	111,129	115,254	(4,125)	472,839	493,622	(20,783)
Employee Benefits							
21000 Social Security	110,866	9,345	8,552	793	37,298	36,630	668
22000 Health Insurance	410,237	34,186	41,663	(7,476)	136,746	131,401	5,345
24000 Medical Exams	1,500	125	0	125	500	1,335	(835)
25000 Uniforms & Laundry	6,650	554	581	(27)	2,217	1,637	580
25005 Uniform Purchases	11,500	958	2,889	(1,930)	3,833	6,035	(2,202)
26010 Disability Insurance	3,470	289	356	(67)	1,157	356	801
26020 Unemployment Insurance	19,910	1,491	251	1,240	17,336	5,707	11,629
29001 Airport & FBO 401K	13,967	669	1,504	(835)	4,457	5,849	(1,392)
Total Employee Benefits	578,100	47,618	55,795	(8,177)	203,543	188,950	14,593
Utilities & Communications							
31000 Electric	53,000	4,194	7,353	(3,159)	19,813	18,167	1,646
33000 Natural Gas	33,000	4,132	2,295	1,837	24,476	19,499	4,977
35000 Water	1,400	0	0	0	700	514	186
36010 Telephone Charges-Local	550	46	28	18	183	112	72
36011 Tele Chg-Long Dist	650	54	26	28	217	99	118
36033 Wireless	2,414	201	200	1	805	801	4
36035 Radio Communications	400	0	0	0	400	397	3
36060 Cable Television	1,740	145	1,988	(1,843)	580	3,543	(2,963)
Total Utilities & Communications	93,154	8,773	11,889	(3,117)	47,174	43,131	4,043
PURCHASED SERVICES							
Insurance							
42010 Airport Liability Insurance	120,868	23,664	21,088	2,577	64,165	77,592	(13,427)
42041 Environmental Liability	7,642	0	0	0	7,642	0	7,642
42060 Property Insurance	52,017	1,228	1,461	(233)	45,878	47,388	(1,510)
42095 Insurance Claims	20,000	1,667	0	1,667	6,667	0	6,667
Total Insurance	200,527	26,559	22,548	4,011	124,352	124,980	(628)
Janitorial							
45010 Refuse Removal Services	3,000	250	220	30	1,000	881	119
Total Janitorial	3,000	250	220	30	1,000	881	119
Public Communications							
46010 Public Relations	42,000	3,500	0	3,500	14,000	27,613	(13,613)
Total Public Communications	42,000	3,500	0	3,500	14,000	27,613	(13,613)
Professional Services							
49020 Engineering Services	0	0	1,940	(1,940)	0	1,940	(1,940)
49040 Professional Management	280,000	22,271	8,146	14,125	94,664	81,657	13,007
Total Professional Services	280,000	22,271	10,086	12,186	94,664	83,597	11,067
Total Purchased Services	525,527	52,580	32,854	19,726	234,016	237,070	(3,054)

ALBANY COUNTY AIRPORT AUTHORITY
Detail of FBO/Million Air Departments
For the Four Months Ending Tuesday, April 30, 2019

	Total Annual Budget	This Month Budget	This Month Actual	Var this Mo To Budget	Year to Date Budget	Year to Date Actual	Var this Yr to Budget
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MATERIALS & SUPPLIES

FBO

51101	Fuel Costs - Jet A	3,383,148	248,649	194,256	54,393	960,632	897,396	63,236
51102	Fuel Discounts - Jet A	350,000	25,724	24,234	1,490	99,381	110,757	(11,376)
51103	Fuel Costs - AvGas	208,635	17,659	19,188	(1,529)	53,007	60,113	(7,106)
51104	Fuel Discount - AvGas	4,000	339	276	63	1,016	1,036	(20)
51108	Fuel Costs - Comm AvGas	233,069	17,195	29,740	(12,544)	70,967	104,177	(33,210)
51105	Fuel Costs - Auto Gas	78,000	5,387	6,231	(844)	37,610	37,044	566
51107	Fuel Costs - Diesel	200,000	13,255	10,598	2,658	87,410	70,696	16,714
51110	Deicing Type I - Sprayed	344,414	14,802	9,866	4,936	213,171	203,440	9,731
51111	Deicing Type I - Consortium	505,500	17,822	8,263	9,559	328,041	260,932	67,108
51112	Deicing Type IV - Sprayed	44,759	1,595	2,767	(1,172)	28,614	47,933	(19,319)
51113	Deicing Type IV - Consortium	137,720	3,846	0	3,846	86,899	49,260	37,639
51120	Catering	1,000	83	0	83	333	0	333
51125	Oil	3,000	250	25	225	1,000	885	115
51126	TKS	1,000	83	0	83	333	0	333
	Total FBO	5,494,246	366,690	305,443	61,247	1,968,415	1,843,669	124,746

Buildings

52010	Alarm & PA Systems	6,200	517	(1,996)	2,513	2,067	(2,672)	4,739
52031	Electrical Repairs & Supplies	10,000	833	1,316	(482)	3,333	3,776	(442)
52032	Elevator Repairs & Supplies	5,000	417	2,662	(2,245)	1,667	2,662	(995)
52033	HVAC	10,500	875	7,542	(6,667)	3,500	7,549	(4,049)
52034	Roof	5,500	458	0	458	1,833	0	1,833
52035	Plumbing Repairs & Supplies	3,500	292	0	292	1,167	5,433	(4,266)
52036	Automatic Door Repairs	4,000	333	0	333	1,333	0	1,333
52037	Pest Control	744	62	62	0	248	248	0
52060	Building Maintenance	27,000	2,250	596	1,654	9,000	5,320	3,680
52062	Janitorial Supplies	5,000	417	45	372	1,667	1,455	212
52063	Window Washing	4,477	373	0	373	1,492	0	1,492
52080	Sign Expense	500	42	0	42	167	0	167
	Total Buildings	82,421	6,868	10,226	(3,358)	27,474	23,770	3,704

Grounds

53010	Landscaping	500	0	0	0	0	0	0
53030	Pavement Repairs	500	0	0	0	0	0	0
53040	Sign Expense	100	8	0	8	33	0	33
53070	Hazardous Waste Mgmt	10,000	833	0	833	3,333	0	3,333
53078	Liquid Waste Disposal	12,000	1,000	3,329	(2,329)	4,000	10,280	(6,280)
	Total Grounds	23,100	1,842	3,329	(1,487)	7,367	10,280	(2,913)

Vehicles

54010	Gasoline	10,000	591	587	3	3,673	4,765	(1,092)
54011	Diesel Fuel	64,000	4,835	5,482	(647)	26,778	29,026	(2,248)
54013	Vehicle / Equipment Tires	10,500	875	1,845	(970)	3,500	4,131	(631)
54021	Vehicle Repair & Maintenance	1,500	125	26	99	500	79	421
54022	Vehicle Communication Equip	2,000	167	0	167	667	0	667
54030	General Equip Repair & Maint	57,500	4,792	0	4,792	19,167	16,200	2,966
54031	Quality Control Testing Equip	15,000	1,250	483	767	5,000	1,706	3,294
54040	Heavy Equipment Maint	125,000	6,231	3,919	2,312	35,709	51,294	(15,586)
54070	Vehicle Shop Tools & Supplies	6,500	542	645	(104)	2,167	1,371	796
	Total Vehicles	292,000	19,406	12,986	6,420	97,159	108,573	(11,414)

ALBANY COUNTY AIRPORT AUTHORITY
Detail of FBO/Million Air Departments
For the Four Months Ending Tuesday, April 30, 2019

	Total Annual Budget	This Month Budget	This Month Actual	Var this Mo To Budget	Year to Date Budget	Year to Date Actual	Var this Yr to Budget
Total Material & Supplies	5,891,767	394,806	331,985	62,822	2,100,414	1,986,291	114,123
Office							
55010 Office Equipment Rental	1,912	159	86	74	637	156	481
55012 Office Equipment Serv Agrmnt	600	0	0	0	0	0	0
55013 Office Equipment Repairs	100	8	0	8	33	0	33
55014 Computer System Supplies	6,250	521	0	521	2,083	0	2,083
55015 Hardware/Software Maint	8,390	699	0	699	2,797	1,131	1,666
55016 Computer Equipment	650	54	0	54	217	0	217
55020 Office Furniture & Fixtures	2,000	167	0	167	667	0	667
55030 Printed Forms / Letterhead	1,000	83	0	83	333	0	333
55032 Printing Outside Services	300	25	0	25	100	0	100
55041 Express Mail	250	21	0	21	83	0	83
55060 Office Supplies	5,000	417	543	(126)	1,667	1,584	83
55070 Payroll Services	18,000	1,585	1,447	139	6,440	6,498	(58)
Total Office	44,452	3,740	2,075	1,664	15,058	9,369	5,689
Administration							
66000 Dues & Subscriptions	17,300	454	0	454	14,811	13,506	1,305
66010 AvPorts/MA Training & Travel	11,500	958	0	958	3,833	0	3,833
66013 Function Refreshments	1,000	83	0	83	333	0	333
66015 Incentives	43,000	3,844	4,816	(972)	12,918	11,151	1,767
66031 Economic Development	1,000	83	0	83	333	0	333
66060 Credit Card Service Charges	104,000	7,126	7,469	(343)	28,809	31,839	(3,030)
Total Administration	177,800	12,550	12,285	265	61,038	56,496	4,542
Total Expenses	8,760,018	631,196	562,138	69,058	3,134,082	3,014,929	119,152
Total Exp & Non Cap Equip.	<u>8,760,018</u>	<u>631,196</u>	<u>562,138</u>	<u>69,058</u>	<u>3,134,082</u>	<u>3,014,929</u>	<u>119,152</u>

Albany International Airport
Employee Count 2019

	Budget	As of	As of	As of	As of	As of	As of	As of	As of	As of	As of	As of	As of	Variance
	2019	Jan 31, 19	Feb 28, 19	Mar 31, 19	Apr 30, 19	May 31, 19	Jun 30, 19	Jul 31, 19	Aug 31, 19	Sep 30, 19	Oct 31, 19	Nov 30, 19	Dec 31, 19	Budget vs.
														Apr 30, 19
<u>FBO MANAGEMENT - MILLION AIR:</u>														
Commercial														
Fuel Farm Technician	2.00	2.00	2.00	2.00	2.00									0.00
Line Service Technician	9.00	8.00	8.00	8.00	8.00									-1.00
Fuel Farm /Facility Manager	1.00	1.00	1.00	1.00	1.00									0.00
General Aviation														
Line Service Technician	15.00	16.00	15.00	14.00	15.00									0.00
Facilities Maintenance	0.00	0.00	0.00	0.00	0.00									0.00
Customer Service Representative	5.00	5.00	5.00	5.00	5.00									0.00
Administration														
General Manager	1.00	1.00	1.00	1.00	1.00									0.00
LSM-GA Trainer	1.00	1.00	1.00	1.00	1.00									0.00
Operations Supervisors/PM	1.00	1.00	1.00	1.00	1.00									0.00
Total Million Air Positions	35.00	35.00	34.00	33.00	34.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00

Personnel Services & Benefits

For the four months ended April 30, 2019

	Million Air		
	Year to Date Budget	Year to Date Actual	Variance
Personnel Services			
Regular - Salaries	\$ 364,383	\$ 368,004	\$ (3,621)
Holiday Pay	-	-	-
Other Dollars/Funeral/Jury/Retro	22,448	19,995	2,453
Shift Premium	2,035	2,141	(106)
Lead Pay	637	1,179	(542)
Sick Pay	6,898	8,252	(1,354)
Personal Pay	10,692	6,465	4,227
Vacation Pay	9,390	6,158	3,232
Sub Total	416,481	412,194	4,287
Overtime	56,358	81,428	(25,070)
Double Time Pay	-	-	-
Total	472,839	493,622	(20,783)
Employee Benefits			
Social Security & Medicare	37,298	36,630	668
Federal Unemployment Tax	3,548	1,422	2,126
NYS Unemployment	13,788	4,285	9,503
Workers Compensation	-	-	-
401 (K) Plan Match	4,457	5,849	(1,392)
Health & Dental Insurance	152,705	146,814	5,891
Employee Benefits Deductions	(15,959)	(15,413)	(546)
Disability/Life Insurance	1,157	356	801
Total	196,994	179,943	17,051
Total Salaries and Benefits	\$ 669,833	\$ 673,565	\$ (3,732)

Albany International Airport 2019 FBO Performance Measurements For the four months ended April 30

Commercial Aviation Performance Measurements					
	2016 Final	2017 Final	2018 Final	2019 Budget	2019 YTD Actual
Number of accidents/incidents	5	1	4	0	2
Number of airline delays counted against MA	14	14	36	0	10
Into-plane gallons pumped	18,602,032	19,495,122	21,013,458	20,590,563	7,031,338
Number of Audits performed by Airlines/ Quality Control-Employee Training Records	25	28	31	5	10
Number of non-compliance items reported in Airline Audits	10	9	6	4	7
AvGas fuel sales commercial	152,586	109,593	95,909	63,680	31,181
Deicing gallons pumped	128,320	157,039	208,128	156,500	106,042
Workers' compensation cases	4	0	0	0	0
Employees who have completed Safety Programs	20	55	60	15	22
Quality control audits at the Fuel Farm (less the better)	13	25	17	5	7
Completed monthly training programs	12	12	12	12	4
Monthly survey of airlines	100%	100%	100%	100%	100%
Overtime/Personnel Services (%)	13.3%	14.3%	13.9%	10.7%	12.9%

General Aviation Performance Measurements					
	2016 Final	2017 Final	2018 Final	2019 Budget	2019 YTD Actual
AvGas fuel sales (gallons)	69,156	62,710	51,534	52,953	15,038
Jet A fuel sales (gallons)	1,031,066	996,302	1,158,694	1,199,698	341,996
Number of international flights	517	456	426	500	136
General Aviation Aircraft customer transactions	7,392	6,931	7,479	7,687	1,931
Number of Aircraft Arrivals	7,349	7,260	7,822	8,000	2,071
Number of Aircraft fueled	5,958	6,307	5,833	6,000	1,704
Number of ramp fees collected	2,102	1,743	2,071	2,200	422
Number of landing fees collected	4,147	3,637	3,682	3,800	1,091
Employees who completed the NATA Safety 1st Program	20	9	21	20	1
Employees who completed all Safety Programs	15	54	79	14	25
Property Accidents	5	0	2	0	0
Quarterly reports from monthly safety meetings	100%	100%	100%	100%	100%
Overtime/Personnel Services (%)	16.4%	17.6%	20.7%	16.6%	22.9%

Million Air's Administrative Performance Measurements					
	2016 Final	2017 Final	2018 Final	2019 Budget	2019 YTD Actual
Million Air's total full time employment equivalents	33	36	32	35.0	34.0
Total Million Air overtime	13.0%	13.9%	15.5%	12.1%	16.5%
Number of marketing events attended	1	2	3	4	0
Number of based tenants	15	18	16	16	17
Employee turnover annum	30%	16%	25%	10%	-3%
Workers' compensation cases	2	3	1	0	0
Number of customers gained (prior year comparison)	6%	-6%	8%	1%	-3%
Overtime/Personnel Services (%)	0.0%	0.0%	0.0%	0.0%	0.0%

***** UNAUDITED - FOR INTERNAL REVIEW*****



Authority Operations

Albany County Airport Authority
Expense Summary

	2018	April 2019				April 2018 Actual	2019 Actual/ Prior Year Variance %
	Adopted FY Budget	Budget YTD	Actual YTD	Variance YTD	Variance %		
EXPENSES BY CATEGORY							
Personal Services	\$ 1,976,885	\$ 658,962	\$ 657,188	\$ 1,774	0.27%	\$ 642,529	-2.28%
Employee Benefits	1,396,127	469,824	459,011	10,813	2.30%	450,067	-1.99%
Utilities & Communications	92,918	35,846	33,985	1,861	5.19%	38,460	11.64%
Purchased Services							
Accounting & Auditing	61,000	45,235	81,506	(36,271)	-80.18%	46,985	-73.47%
Insurance	337,994	329,939	334,003	(4,064)	-1.23%	329,369	-1.41%
Legal Services	50,000	16,667	4,909	11,757	70.54%	17,765	72.36%
Janitorial	17,063	5,578	5,401	178	3.19%	5,601	3.58%
Public Communications	414,954	138,318	61,298	77,020	55.68%	76,405	19.77%
Special Studies	35,000	11,667	0	11,667	100.00%	2,007	100.00%
Professional Services	101,160	33,720	48,441	(14,721)	100.00%	29,678	-63.22%
Total Purchased Services	1,017,171	581,124	535,558	45,566	7.84%	507,810	-5.46%
Material & Supplies							
Buildings	31,263	10,421	5,362	5,059	48.54%	7,278	26.33%
Grounds	500	0	0	0	0.00%	104	100.00%
Total Material & Supplies	31,763	10,421	5,362	5,059	48.54%	7,382	27.36%
Office	220,506	74,834	82,927	(8,092)	-10.81%	60,565	-36.92%
Administration	127,020	58,742	56,237	2,504	4.26%	51,290	-9.64%
Total Expenses	\$ 4,862,390	\$ 1,889,753	\$ 1,830,268	\$ 59,485	3.15%	\$ 1,758,103	-4.10%

ALBANY COUNTY AIRPORT AUTHORITY
 ACAA
 For the Four Months Ending Tuesday, April 30, 2019

	Total Annual Budget	This Month Budget	This Month Actual	Var this Mo To Budget	Year to Date Budget	Year to Date Actual	Var this Yr to Budget
EXPENSES							
Personal Services							
11000 Salaries	\$1,976,885	\$164,740	\$159,649	\$5,092	\$658,962	\$642,192	\$16,770
13000 Temporary Help	0	0	0	0	0	14,996	(14,996)
Total Personal Services	1,976,885	164,740	159,649	5,092	658,962	657,188	1,774
Employee Benefits							
21000 Social Security	151,803	13,217	12,072	1,145	52,822	48,562	4,260
22000 Health Insurance	598,427	49,869	44,525	5,343	199,476	189,970	9,505
22105 OPEB	325,000	27,083	27,083	0	108,333	108,333	0
22200 Health-Dental	45,232	3,769	3,424	346	15,077	13,695	1,382
22300 Health-Vision	6,643	554	516	37	2,214	2,065	149
23000 Health - AFLAC	7,560	630	606	24	2,520	2,379	141
24010 EAP Program	970	0	0	0	614	613	1
24015 Smoking Cessation Class	1,200	100	0	100	400	0	400
26010 Disability Insurance	644	54	0	54	215	(740)	955
26020 Unemployment Insurance	3,259	47	34	13	3,023	2,296	726
26030 Workers Compensation	4,812	401	610	(209)	1,604	5,109	(3,505)
29000 NYS Retirement	250,577	20,881	21,682	(801)	83,526	86,728	(3,202)
Total Employee Benefits	1,396,127	116,605	110,552	6,053	469,824	459,011	10,813
Utilities & Communications							
31000 Electric	23,000	2,148	1,843	305	10,285	6,595	3,690
33000 Natural Gas	5,500	819	656	162	4,089	3,966	123
36010 Telephone Charges-Local	5,500	458	421	37	1,833	1,641	193
36011 Tele Chg-Long Dist	1,500	125	199	(74)	500	572	(72)
36015 Telephones-Monthly Service	15,000	1,250	0	1,250	5,000	3,701	1,299
36016 Telephones-Monthly Usage	1,500	125	1,336	(1,211)	500	1,662	(1,162)
36020 Telephone Repairs	23,585	1,965	0	1,965	7,862	10,047	(2,186)
36032 Internet Access	17,100	1,425	1,437	(12)	5,700	5,748	(48)
36060 Cable Television	233	19	0	19	78	51	26
Total Utilities & Communications	92,918	8,335	5,892	2,443	35,846	33,985	1,861
PURCHASED SERVICES							
Accounting & Auditing							
41010 Financial Services	55,000	16,036	(140)	16,176	39,235	76,184	(36,949)
41020 Rates & Charges	6,000	3,673	5,322	(1,649)	6,000	5,322	678
Total Accounting & Auditing	61,000	19,709	5,182	14,527	45,235	81,506	(36,271)
Insurance							
42010 Airport Liability Insurance	227,168	0	0	0	227,168	227,186	(18)
42041 Environmental Liability	38,705	0	0	0	38,705	38,705	0
42060 Property Insurance	2,027	166	197	(31)	1,197	1,401	(204)
42065 Crime Insurance	2,397	0	0	0	2,397	6,577	(4,180)
42090 Fiduciary Insurance	1,272	0	0	0	0	0	0
42070 Public Official Liability	24,519	0	0	0	24,519	25,061	(542)
42080 Cyber Liability	11,906	0	0	0	5,953	5,073	880
42093 Agency Fee	30,000	0	0	0	30,000	30,000	0
Total Insurance	337,994	166	197	(31)	329,939	334,003	(4,064)
Legal							

ALBANY COUNTY AIRPORT AUTHORITY
 ACAA
 For the Four Months Ending Tuesday, April 30, 2019

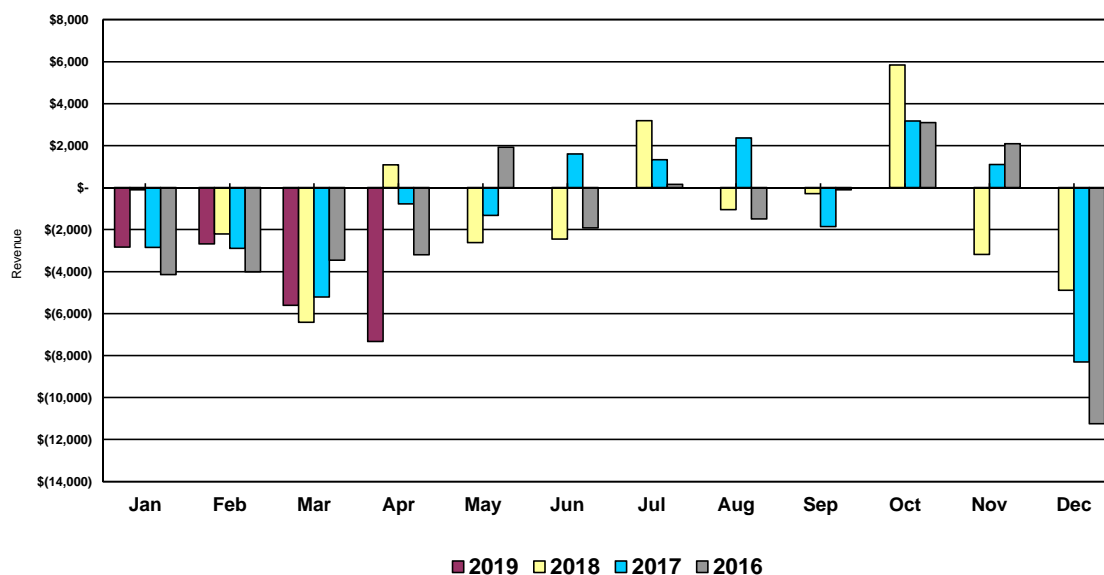
	<u>Total Annual Budget</u>	<u>This Month Budget</u>	<u>This Month Actual</u>	<u>Var this Mo To Budget</u>	<u>Year to Date Budget</u>	<u>Year to Date Actual</u>	<u>Var this Yr to Budget</u>
43000 Legal Services	50,000	4,167	2,418	1,749	16,667	4,909	11,757
Total Legal	50,000	4,167	2,418	1,749	16,667	4,909	11,757
Janitorial							
45000 Janitorial Services	17,063	1,313	1,350	(38)	5,578	5,401	178
Total Janitorial	17,063	1,313	1,350	(38)	5,578	5,401	178
Public Communications							
46010 Public Relations	85,389	7,116	8,159	(1,043)	28,463	39,814	(11,351)
46015 Advertising	329,565	27,464	10,739	16,725	109,855	21,484	88,371
Total Public Communications	414,954	34,580	18,898	15,682	138,318	61,298	77,020
Studies							
47000 Special Studies	35,000	2,917	0	2,917	11,667	0	11,667
Total Studies	35,000	2,917	0	2,917	11,667	0	11,667
Professional Services							
49005 Appraisal	5,000	417	0	417	1,667	0	1,667
49010 Architectural	30,000	2,500	0	2,500	10,000	0	10,000
49015 Consultant	18,000	1,500	8,469	(6,969)	6,000	15,688	(9,688)
49020 Engineering Services	3,000	250	0	250	1,000	17,700	(16,700)
49060 Code Enforcement	45,160	3,763	3,763	0	15,053	15,053	0
Total Professional Services	101,160	8,430	12,232	(3,802)	33,720	48,441	(14,721)
Total Purchased Services	1,017,171	71,280	40,277	31,003	581,124	535,557	45,567
MATERIALS & SUPPLIES							
Buildings							
52010 Alarm & PA Systems	3,000	250	(1,622)	1,872	1,000	(122)	1,122
52031 Electrical Repairs & Supplies	8,000	667	125	542	2,667	949	1,718
52032 Elevator Repairs & Supplies	3,000	250	2,662	(2,412)	1,000	2,662	(1,662)
52033 HVAC	1,500	125	0	125	500	0	500
52034 Roof	500	42	0	42	167	0	167
52035 Plumbing Repairs & Supplies	1,500	125	0	125	500	0	500
52036 Automatic Door Repairs	500	42	0	42	167	0	167
52037 Pest Control	1,500	125	0	125	500	0	500
52059 Storage Space Rental	7,500	625	0	625	2,500	1,703	797
52060 Building Maintenance	3,000	250	169	81	1,000	169	831
52063 Window Washing	1,263	105	0	105	421	0	421
Total Buildings	31,263	2,605	1,335	1,271	10,421	5,362	5,059
Grounds							
53010 Landscaping	500	0	0	0	0	0	0
Total Grounds	500	0	0	0	0	0	0
Total Material & Supplies	31,763	2,605	1,335	1,271	10,421	5,362	5,059
Office							
55010 Office Equipment Rental	10,133	844	1,646	(801)	3,378	3,364	14
55011 Copy Machine Use	0	0	243	(243)	0	243	(243)
55012 Office Equipment Serv Agrmnt	3,297	275	275	0	1,099	1,248	(149)
55013 Office Equipment Repairs	500	42	0	42	167	0	167

ALBANY COUNTY AIRPORT AUTHORITY
 ACAA
 For the Four Months Ending Tuesday, April 30, 2019

	<u>Total Annual Budget</u>	<u>This Month Budget</u>	<u>This Month Actual</u>	<u>Var this Mo To Budget</u>	<u>Year to Date Budget</u>	<u>Year to Date Actual</u>	<u>Var this Yr to Budget</u>
55014 Computer System Supplies	26,500	2,208	1,029	1,180	8,833	5,470	3,364
55015 Hardware/Software Maint	107,356	8,149	5,653	2,496	36,509	45,338	(8,829)
55016 Computer Equipment	10,720	893	840	53	3,573	3,270	303
55020 Office Furniture & Fixtures	10,000	833	0	833	3,333	507	2,826
55030 Printed Forms / Letterhead	1,000	83	0	83	333	103	231
55032 Printing Outside Services	20,000	1,667	677	990	6,667	9,838	(3,171)
55040 Postage	8,500	708	(162)	870	2,833	3,789	(956)
55041 Express Mail	500	42	108	(67)	167	160	7
55050 Reference Materials	1,000	83	0	83	333	0	333
55060 Office Supplies	15,000	1,250	1,892	(642)	5,000	6,101	(1,101)
55070 Payroll Services	6,000	323	413	(90)	2,608	3,496	(888)
Total Office	220,506	17,401	12,613	4,788	74,834	82,927	(8,092)
Administration							
66000 Dues & Subscriptions	18,000	1,940	1,120	820	8,455	4,466	3,989
66001 Airport Membership (ACI)	14,000	0	0	0	14,000	14,217	(217)
66002 A.A.A.E. Memberships	550	0	0	0	275	275	0
66003 G.F.O.A.	800	67	0	67	267	780	(513)
66005 NYS Bar Association	670	0	0	0	0	0	0
66006 NY Airport Managers Assoc	5,000	0	8,000	(8,000)	5,000	8,000	(3,000)
66007 Local Chamber Of Commerce	6,000	2,438	3,700	(1,262)	4,365	4,568	(203)
66008 Center For Economic Growth	3,000	0	0	0	0	0	0
66011 Authority Travel & Education	500	42	0	42	167	0	167
66012 Authority Mgmt Travel & Educ	20,000	1,667	1,007	660	6,667	4,343	2,324
66013 Function Refreshments	20,000	1,667	1,217	450	6,667	4,333	2,334
66014 Outside Functions	5,000	417	0	417	1,667	2,828	(1,161)
66030 Advertising - Public Meetings	20,000	1,667	865	801	6,667	8,229	(1,563)
66031 Economic Development	1,000	83	0	83	333	0	333
66060 Credit Card Service Charges	2,500	162	360	(198)	879	1,089	(210)
66062 Bank & Paying Agent Fees	10,000	833	1,943	(1,110)	3,333	3,109	224
Total Administration	127,020	10,981	18,211	(7,230)	58,742	56,237	2,504
Total Expenses	4,862,390	391,948	348,529	43,419	1,889,753	1,830,266	59,486
Total Exp & Non Cap Equip.	<u>4,862,390</u>	<u>391,948</u>	<u>348,529</u>	<u>43,419</u>	<u>1,889,753</u>	<u>1,830,266</u>	<u>59,486</u>

Albany International Airport Departure Revenue and Expenses 2016 - 2019

Departure Operating Results



	2019 Gross Revenues	2019 Direct Expenses	2019 Operating Results	2018 Gross Revenues	2018 Direct Expenses	2018 Operating Results	2017 Operating Results	2016 Operating Results
YTD Revenues								
Museums	\$32,100	\$18,333	\$13,767	\$34,815	\$19,903	\$14,913	\$18,848	\$12,506
Direct Purchase	23,427	11,919	11,509	27,987	8,049	19,938	11,378	9,901
Salaries	0	42,590	(42,590)	0	40,842	(40,842)	(40,482)	(36,611)
Misc Rev/Exp (*)	394	1,534	(1,140)	135	1,793	(1,658)	(1,462)	(604)
Total	\$55,922	\$74,375	(\$18,453)	\$62,938	\$70,586	(\$7,648)	(\$11,718)	(\$14,808)

(*) Supplies, shipping, parking discounts, credit card expenses

	2019 Gross Revenues	2019 Direct Expenses	2019 Operating Results	2018 Gross Revenues	2018 Direct Expenses	2018 Operating Results	2017 Operating Results	2016 Operating Results
January	\$ 10,529	\$ 13,361	\$ (2,832)	\$ 14,604	\$ 14,713	\$ (109)	\$ (2,845)	\$ (4,146)
February	\$ 15,134	\$ 17,818	(2,685)	14,215	16,419	(2,204)	(2,900)	(4,010)
March	16,570	22,177	(5,607)	15,175	21,595	(6,420)	(5,204)	(3,459)
April	13,689	21,018	(7,329)	18,944	17,859	1,085	(769)	(3,193)
May	-	-	-	22,284	24,897	(2,613)	(1,320)	1,929
June	-	-	-	19,899	22,354	(2,455)	1,602	(1,923)
July	-	-	-	22,297	19,108	3,188	1,322	154
August	-	-	-	21,174	22,218	(1,044)	2,359	(1,491)
September	-	-	-	19,849	20,137	(288)	(1,863)	(107)
October	-	-	-	24,362	18,519	5,842	3,178	3,092
November	-	-	-	21,398	24,578	(3,180)	1,093	2,089
December	-	-	-	27,917	32,813	(4,896)	(8,310)	(11,250)
Total	\$55,922	\$ 74,375	(\$18,453)	\$ 242,117	\$ 255,211	(\$13,094)	(\$13,658)	(\$22,315)

YTD \$ 55,922 \$ 74,375 \$ (18,453) \$ 62,938 \$ 70,586 \$ (7,648) \$ (11,718) \$ (14,808)

Albany International Airport Departure Operating Summary For the four months ended April 30

	Total 2019 Budget	This Month		Year to Date		
		Budget	Actual	Budget	Actual	Variance
Revenue						
Museum Shop	\$141,607	10,997.11	\$7,070	\$37,044	\$32,100	(\$4,944)
Direct Buy	113,560	9,656	6,601	29,873	23,427	(6,446)
Shipping	926	61	18	359	145	(214)
Layaway	0	0	0	0	0	0
Miscellaneous	0	0	0	0	0	0
Over/(Short)	0	0	0	0	(1)	(1)
Gift Cert. Redeemed/(Sold)	0	0	0	0	250	250
Total Revenues	\$256,092	\$20,714	\$13,689	\$67,276	\$55,922	(\$11,354)
Expenses						
Salaries and Benefits						
Salaries	\$101,593	\$7,967	\$8,371	\$31,821	\$31,947	-\$126
Benefits	31,574	2,810	2,565	10,763	10,642	121
Total Salaries and Benefits	133,166	10,777	10,937	42,584	42,590	(6)
Museum Shop	80,751	6,115	3,876	20,874	18,333	2,541
Direct Buy	38,213	1,629	5,903	8,109	11,919	(3,810)
Shipping	610	36	43	173	92	81
Parking	584	43	78	151	326	(175)
Telephone	156	15	12	53	45	8
Travel/Membership/Donations	285	34	0	204	50	154
Equipment/Repairs/Loss/Supplies	3,345	170	168	1,274	1,021	253
Credit Card Fees	9,362	0	0	0	0	0
Total Expenses	\$266,471	\$18,818	\$21,018	\$73,422	\$74,375	(\$953)
Net Revenues	(\$10,379)	\$1,896	(\$7,329)	(\$6,146)	(\$18,453)	(\$12,308)

Albany International Airport
Employee Count 2019

	Budget 2019	As of Jan 31, 19	As of Feb 28, 19	As of Mar 31, 19	As of Apr 30, 19	As of May 31, 19	As of Jun 30, 19	As of Jul 31, 19	As of Aug 31, 19	As of Sep 30, 19	As of Oct 31, 19	As of Nov 30, 19	As of Dec 31, 19	Variance Budget vs. Apr 30, 19
<u>AUTHORITY</u>														
Administration	23.00	22.00	22.00	22.00	22.00									-1.00
Total Authority Positions	23.00	22.00	22.00	22.00	22.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00
Total Airport Positions	231.00	213.50	215.00	215.00	217.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-14.00

Albany International Airport 2019 ACAA Performance Measurements For the four months ended April 30

ACAA Performance Measurements					
	2016 Final	2017 Final	2018 Final	2019 Budget	2019 YTD Actual
ACAA's total full time employment equivalents	22	22	22	23	22
Community meetings	70	62	86	50	28
Aviation conferences/meetings	29	30	51	30	10
Open Accounts Receivable/Total Operating Revenues	4.2%	4.3%	4.0%	3.0%	4.0%
Open Accounts Payable/Total Operating Expenses	1.9%	1.8%	2.9%	1.6%	2.9%
SPDES Permit	yes	yes	yes	yes	yes
FAA: Part 139 Operation Compliance	yes	yes	yes	yes	yes
Part 77 Airspace Compliance	yes	yes	yes	yes	yes
Part 150 Noise Program	yes	yes	yes	yes	yes
Part 121 Air Cargo Carriers	yes	yes	yes	yes	yes
Update maps & charts of Airport	yes	yes	yes	yes	yes
Landside building rent increase/(decrease) from previous year	8%	2%	1%	10%	11%
T Hangar rent increase/(decrease) from previous year	-3%	1%	4%	-2%	3%
Tie Down rent increase/(decrease) from previous year	-6%	26%	2%	0%	2%
Landside land rent increase/(decrease) from previous year	4%	14%	2%	0%	10%
DBE Participation for construction/engineer contractors	9%	9%	7%	7%	7%
MWBE Participation for construction/engineer contractors	30%	30%	30%	20%	30%
Minority Representation in the Workforce-Concessions					
HMS Host	28%	29%	38%	30%	40%
Paradies	37%	43%	54%	38%	60%
Dunkin Donuts	33%	44%	48%	50%	50%
OHM (New concessionaire as of March 2018)	N/A	N/A	33%	20%	79%
Terminal Survey Results (average, 5 being the highest)	N/A	N/A	4.8	5.0	4.6
Ambassador Program-hours volunteered	15,879	15,827	14,963	15,000	4,600
Ambassador assistance - landside	66,111	120,038	21,750	20,000	9,488
Ambassador assistance - airside	31,768	29,670	27,568	30,000	4,515
Canine assistance-landside (new for 2015)	45,294	93,060	80,333	80,000	25,186
Canine assistance-airside (new for 2015)	6,442	7,024	4,375	5,000	992
Concession revenue increase from previous year	3.7%	7.0%	2.4%	1.3%	10.2%
Business Center Visitors (new for 2017)	1278	2670	3275	3,500	1022
Community tours	33	44	30	40	4

**** UNAUDITED - FOR INTERNAL REVIEW****



Investment Schedule

**ALBANY COUNTY AIRPORT AUTHORITY
INVESTMENT SCHEDULE
APRIL 30, 2019**

DEBT SERVICE RESERVE FUNDS:

	SECURITY	DATES		AMOUNT	RATE
		INV.	MAT.		
<u>Series:</u>					
1999 EFC	SLGS *	6/24/2010	10/15/2019	\$ 277,389	3.093%
2010	SLGS	12/31/2018	6/30/2019	\$ 9,512,000	2.540%
2017A	SLGS	12/31/2018	6/30/2019	\$ 704,000	2.540%
2017B	SLGS	12/31/2018	6/30/2019	\$ 556,000	2.540%
2018A	SLGS	12/31/2018	6/30/2019	\$ 962,000	2.540%
2018B	SLGS	12/31/2018	6/30/2019	\$ 513,000	2.540%

* SLGS are State and Local Government Series Securities sold by the U.S. Treasury and offered only to issuers of state and local government tax-exempt debt to assist with compliance of yield restriction or arbitrage rebate provisions of the Internal Revenue Code. Purchasers may only invest Tax-Exempt Bond Proceeds. The Authority makes purchases of SLGS directly from the U.S. Treasury without a broker or dealer and with maturities of generally no more than twelve months.

AGENDA ITEM NO. 5.2

COMPARISON OF ENPLANEMENTS

Comparison of Enplanements 2018 - 2019

	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	TOTAL
Albany International Airport (ALB)													
Current Year	126,345	125,618	137,983	139,520	113,139	132,723	119,639	116,482	106,622	106,760	131,398	133,722	1,489,951
Prior Year	120,665	120,316	131,916	135,306	111,208	127,281	115,758	107,862	104,011	102,852	126,052	122,342	1,425,569
% of Change	4.71%	4.41%	4.60%	3.11%	1.74%	4.28%	3.35%	7.99%	2.51%	3.80%	4.24%	9.30%	4.52%
Bradley International Airport (BDL)													
Current Year	284,122	284,975	311,100	312,711	255,985	295,060	285,639	270,790	241,312	238,652	286,170	N/A	3,066,516
Prior Year	282,732	283,061	295,649	296,002	240,489	287,873	264,878	264,878	237,215	235,556	269,481	N/A	2,957,814
% of Change	0.49%	0.68%	5.23%	5.64%	6.44%	2.50%	7.84%	2.23%	1.73%	1.31%	6.19%	N/A	3.68%
Buffalo Niagara International Airport (BUF)													
Current Year	237,279	232,716	246,058	244,123	206,248	222,735	201,219	191,142	158,054	153,200	214,190	218,968	2,525,932
Prior Year	208,707	204,662	224,446	226,490	193,870	196,194	189,261	180,112	162,717	158,607	212,421	213,631	2,371,118
% of Change	13.69%	13.71%	9.63%	7.79%	6.38%	13.53%	6.32%	6.12%	-2.87%	-3.41%	0.83%	2.50%	6.53%
Greater Rochester International Airport (ROC)													
Current Year	117,556	112,539	121,371	115,854	100,068	114,121	109,024	100,547	91,034	90,318	110,297	109,411	1,292,140
Prior Year	106,604	104,204	111,621	111,901	95,523	109,805	104,404	99,445	89,012	91,691	107,777	108,161	1,240,148
% of Change	10.27%	8.00%	8.73%	3.53%	4.76%	3.93%	4.43%	1.11%	2.27%	-1.50%	2.34%	1.16%	4.19%
Plattsburgh International Airport (PBG)													
Current Year	6,803	5,832	9,943	9,432	5,020	8,227	9,787	11,404	10,083	15,177	17,328	13,794	122,830
Prior Year	9,262	9,134	13,276	12,255	3,988	6,903	7,568	10,783	9,945	13,711	17,305	12,352	126,482
% of Change	-26.55%	-36.15%	-25.11%	-23.04%	25.88%	19.18%	29.32%	5.76%	1.39%	10.69%	0.13%	11.67%	-2.89%
Stewart International Airport (SWF)													
Current Year	30,417	32,325	34,999	38,163	30,074	31,647	28,417	28,589	22,330	17,736	21,118	N/A	315,813
Prior Year	15,054	15,054	27,854	28,311	22,997	25,849	22,562	23,242	21,466	19,631	23,893	N/A	245,912
% of Change	102.05%	114.72%	25.65%	34.80%	30.78%	22.43%	25.95%	23.01%	4.02%	-9.65%	-11.62%	N/A	28.43%
Syracuse International Airport (SYR)													
Current Year	96,879	96,337	110,919	109,613	94,907	107,426	98,723	94,647	85,812	88,986	107,201	102,828	1,194,278
Prior Year	90,416	85,789	92,969	95,736	83,242	98,274	89,892	85,481	75,835	81,317	91,908	97,947	1,068,806
% of Change	7.15%	12.30%	19.31%	14.50%	14.01%	9.31%	9.82%	10.72%	13.16%	9.43%	16.64%	4.98%	11.74%
Westchester County Airport (HPN)													
Current Year	63,429	63,828	70,569	73,990	58,935	68,356	55,952	66,193	60,594	60,693	71,484	73,250	787,273
Prior Year	64,043	62,919	67,836	66,218	54,319	67,530	61,476	62,600	57,087	56,060	62,078	64,854	747,020
% of Change	-0.96%	1.44%	4.03%	11.74%	8.50%	1.22%	-8.99%	5.74%	6.14%	8.26%	15.15%	12.95%	5.39%

N/A - Not Available

AGENDA ITEM NO. 5.3

SUMMARY AIRLINES SCHEDULED

FLIGHTS AND MARKETS

**ALBANY COUNTY AIRPORT AUTHORITY
SUMMARY AIRLINE SCHEDULED FLIGHTS AND MARKETS**

AS OF DATES **1/09/19 2/6/19 3/13/19 4/10/19 5/15/19 6/12/19 7/ /19 8/ /19 9/ /19 10/ /19 11/ /19 12/ /19**

DAILY DEPARTURES

Allegiant Air			3	3								
American Airlines	3	3	2	2	3	1						
American Eagle/Envoy	2	2	2	2		1						
American Eagle/Piedmont	5	5	5	6	6	7						
American Eagle/PSA	4	4	5	5	4	3						
American Eagle/Republic						2						
American Eagle/SkyWest					3	2						
Delta Air Lines	3	3	4	4	4	5						
Delta Connection/Endeavor	1	1				1						
Delta Connection/GoJet	2	2	2	3								
Delta Connection/SkyWest	1	1	2	1	4	3						
jetBlue Airways	2	2	2	2	2	2						
Southwest Airlines	11	11	13	12	12	11						
United Airlines	1	1	1	2	3	4						
United Express/Air Wisconsin	2	2	1	2	1							
United Express/Communtair	4	4	7	6	7	6						
United Express/Expressjet	2	2	2	1								
United Express/Mesa				1		1						
United Express/SkyWest			1		1							
	43	43	52	52	50	49	0	0	0	0	0	0

Cape Air	6	6	6	6								
	6	6	6	6	0	0	0	0	0	0	0	0
TOTAL DAILY FLIGHTS	49	49	58	58	50	49	0	0	0	0	0	0

MAXIMUM SEATS AVAILABLE <1>	140,055	131,467	163,226	167,206	164,709	158,825						
Enplanements	106,622	106,760	131,398	133,722								
<u>YTD Load Factor 79%</u>	76%	81%	81%	80%								

DIRECT FLIGHT MARKETS

Atlanta	3	3	3	3	3	4						
Baltimore-Washington	5	5	5	5	5	6						
Charlotte	3	3	3	3	3	3						
Chicago Midway	2	2	2	2	2	2						
Chicago O'Hare	5	5	6	6	7	7						
Denver			1	1	1	1						
Detroit Wayne County	4	4	4	4	4	4						
Fort Lauderdale/Hollywood	2	2	2	2	2	1						
Fort Myers			1									
Minneapolis			1	1	1	1						
New York-Newark	4	4	5	5	5	5						
Orlando	3	3	3	3	3	2						
Philadelphia	5	5	5	6	6	6						
Punta Gorda			1	1								
Sanford, FL			1	1								
St. Petersburg/Clearwater			1	1								
Tampa	1	1	1	1	1	1						
Washington Dulles	2	2	3	3	3	2						
Washington National	4	4	4	4	4	4						
	43	43	52	52	50	49	0	0	0	0	0	0

Boston	3	3	3	3								
Ogdensburg	3	3	3	3								
	6	6	6	6	0	0	0	0	0	0	0	0
TOTAL MARKETS	49	49	58	58	50	49	0	0	0	0	0	0

AIRCRAFT TYPE

Jets	20	20	25	22	24	23	0	0	0	0	0	0
RJ's	23	23	27	30	26	26	0	0	0	0	0	0
Commuters	6	6	6	6	0	0	0	0	0	0	0	0
	49	49	58	58	50	49	0	0	0	0	0	0

<1> Maximum seats includes non-daily service by Frontier

- ** Effective 10/2/18, Frontier Airlines has 3 flights a week direct to Orlando, FL
- ** Effective 11/21/18, Frontier Airlines has 2 flights a week direct to Fort Myers, FL
- ** Effective 12/12/18, Allegiant Air has 3 flights a week to St. St. Pete / Clearwater / Tampa, FL, down to 2 flights a week effective 5/13/19
- ** Effective 12/13/18, Allegiant Air has 3 flights a week to Orlando / Sanford, FL
- ** Effective 12/13/18, Allegiant Air has 2 flights a week to Punta Gorda / Fort Myers, FL
- ** Effective 06/01/19, Allegiant Air has 1 flights a week to Savannah, GA

**ALBANY INTERNATIONAL AIRPORT
DAILY DEPARTURES
CHANGES TO BE IMPLEMENTED BY JUNE 12, 2019**

<u>JET SERVICE</u>	<u>Destination</u>	<u># of Flights</u>		<u>Inc/(Dec) in Flights</u>	<u>Daily Seat Changes</u>
		<u>This Month</u>	<u>Last Month</u>		
AMERICAN AIRLINES	Charlotte	1	3	-2	-256
AMERICAN EAGLE					
Envoy	Chicago O'Hare	1	0	1	76
Piedmont	Philadelphia	6	5	1	50
PSA	Charlotte	1	0	1	75
	Philadelphia	0	1	-1	-75
	Washington National	2	3	-1	-50
Republic	Charlotte	1	0	1	76
	Washington National	1	0	1	76
SkyWest	Chicago O'Hare	2	3	-1	-63
DELTA AIR LINES	Minneapolis	1	0	1	126
DELTA CONNECTION					
Endeavor	Atlanta	1	0	1	76
SkyWest	Detroit Wayne County-Equipment Change	3	3	0	14
	Minneapolis	0	1	-1	-76
SOUTHWEST					
	Baltimore-Washington	6	5	1	79
	Fort Lauderdale/Hollywood-Equipment change	0	1	-1	-175
	Orlando	1	2	-1	-175
	Tampa-Equipment Change	1	1	0	-32
UNITED AIRLINES	Chicago O'Hare	4	3	1	218
UNITED EXPRESS					
Air Wisconsin	Washington Dulles	0	1	-1	-50
Commutair	Washington Dulles	1	2	-1	-50
Mesa	Washington Dulles	1	0	1	70
SkyWest	Chicago O'Hare	0	1	-1	-50
TOTAL				-1	-116

RECAP OF CHANGES BY MARKET

Atlanta	Delta	76
Baltimore-Washington	Southwest	79
Charlotte	American	-105
Chicago O'Hare	United	168
Chicago O'Hare	American	13
Detroit Wayne County	Delta	14
Fort Lauderdale/Hollywood	Southwest	-175
Minneapolis	Delta	50
Orlando	Southwest	-175
Philadelphia	American	-25
Tampa	Southwest	-32
Washington Dulles	United	-30
Washington National	American	26
TOTAL		-116

ALBANY COUNTY AIRPORT AUTHORITY
SUMMARY AIRLINE SCHEDULED FLIGHTS AND MARKETS

AS OF DATES	1/17/18	2/14/18	3/14/18	4/18/18	5/16/18	6/13/18	7/18/18	8/15/18	9/12/18	10/17/18	11/14/18	12/12/18
DAILY DEPARTURES												
American Airlines	2	2	2	2	3	3	3	3	3	3	3	3
American Eagle/Envoy	2	2	2	2	2	2	2	2	2	3	3	3
American Eagle/Piedmont	3	3	1	4	4	3	3	3	5	5	5	5
American Eagle/PSA	6	6	5	1	1	1	4	2	4	4	5	5
American Eagle/Republic	2	2	4	4	5	3	2	2				
American Eagle/Trans States				1		3	1	3				
Delta Air Lines	4	3	4	4	4	4	4	4	4	4	4	4
Delta Connection/Endeavor			1					1	3	1		
Delta Connection/GoJet						2	3	3	1	2	1	2
Delta Connection/SkyWest	2	2	3	4	4	2	1			1	3	1
jetBlue Airways	2	2	2	2	3	2	2	2	2	2	2	2
OneJet		2	4	3	2	3	3	2	2			
Southwest Airlines	12	13	15	13	13	12	12	11	10	12	11	10
United Airlines				2	2	4	4	4	3	4	1	1
United Express/Air Wisconsin				2	2	1	1	1	1			2
United Express/Commutair	5	5	8	8	5	6	6	6	7	7	8	8
United Express/Expressjet	2	2	1							1	2	1
United Express/GoJet										1		
United Express/Mesa						1	1	1				
United Express/Republic					1							
United Express/SkyWest	1	1	2		2						1	1
United Express/Transtates	2	2	1		1				1		1	
	45	47	55	52	54	52	52	50	48	50	50	48
Boutique Air	2	2	2	2	2	2						
Cape Air	6	6	6	6	6	6	6	6	6	6	6	6
TOTAL DAILY FLIGHTS	8	8	8	8	8	8	6	6	6	6	6	6
TOTAL DAILY FLIGHTS	53	55	63	60	62	60	58	56	54	56	56	54
MAXIMUM SEATS AVAILABLE	133,025	123,950	154,243	147,265	155,012	152,309	154,730	154,351	138,536	153,820	141,065	143,531
Enplanements	104,011	102,852	126,052	122,342	126,345	125,618	137,983	139,520	113,139	132,723	119,639	116,462
YTD Load Factor 84%	78%	83%	82%	83%	82%	82%	89%	90%	82%	86%	85%	81%
DIRECT FLIGHT MARKETS												
Atlanta	3	2	3	3	3	3	3	3	3	3	3	3
Baltimore	5	5	5	6	6	6	6	6	6	6	4	4
Buffalo			2	2	2	2	2	2	2			
Charlotte	3	3	3	2	3	3	3	3	3	3	3	3
Chicago Midway	2	2	2	2	2	2	2	2	2	2	2	2
Chicago O'Hare	5	5	6	6	7	6	6	6	6	8	8	8
Denver	1	1	1	1	1	1	1	1	1	1	1	1
Detroit	3	3	4	4	4	4	4	4	4	4	4	4
Fort Lauderdale/Hollywood	2	2	2	2	2	2	2	1	1	1	2	2
Fort Myers			1									
Las Vegas										1		
Minneapolis			1	1	1	1	1	1	1	1	1	
New York-Newark	5	5	5	5	5	5	5	5	5	5	5	5
Orlando	3	4	4	3	3	2	2	2	2	2	3	3
Philadelphia	5	5	5	6	6	6	6	6	5	5	6	6
Pittsburgh		2	2	1	1	1	1					
Tampa	1	1	2	1	1	1	1	1		1	1	1
Washington Dulles	2	2	3	3	3	3	3	3	3	3	3	3
Washington National	5	5	4	4	4	4	4	4	4	4	4	4
	45	47	55	52	54	52	52	50	48	50	50	48
Boston	3	3	3	3	3	3	3	3	3	3	3	3
Massena	2	2	2	2	2	2						
Ogdensburg	3	3	3	3	3	3	3	3	3	3	3	3
TOTAL MARKETS	8	8	8	8	8	8	6	6	6	6	6	6
TOTAL MARKETS	53	55	63	60	62	60	58	56	54	56	56	54
AIRCRAFT TYPE												
Jets	20	20	23	23	25	25	25	24	22	25	21	20
RJ's	25	27	32	29	29	27	27	26	26	25	29	28
Commuters	8	8	8	8	8	8	6	6	6	6	6	6
	53	55	63	60	62	60	58	56	54	56	56	54

** Effective 4/5/18, Elite Airways has 2 flights a week direct to Myrtle Beach, SC (ceased operations 9/30/18)
** Effective 9/17/18, Frontier Airlines has 3 flights a week direct to Denver, CO (ceased operations 11/13/18)
** Effective 10/2/18, Frontier Airlines has 3 flights a week direct to Orlando, FL
** Effective 11/21/18, Frontier Airlines has 2 flights a week direct to Fort Myers, FL
** Effective 12/12/18, Allegiant Air has 3 flights a week to St. St. Pete / Clearwater / Tampa, FL
** Effective 12/13/18, Allegiant Air has 3 flights a week to Orlando / Sanford, FL
** Effective 12/13/18, Allegiant Air has 2 flights a week to Punta Gorda / Fort Myers, FL

**ALBANY INTERNATIONAL AIRPORT
AIRLINES ARRIVALS AND DEPARTURES**

As of June 12, 2019

TIME	TOTAL FLIGHTS			CONCOURSE "A"		CONCOURSE "B"				CONCOURSE "C"		DAILY SEATS			
	Arr	Dep	On Ground	United & Expresses Arr	Dep	American & Eagle Arr	Dep	jetBlue Arr	Dep	Delta & Connections Arr	Dep	Southwest Arr	Dep	Arrivals	Departures
05:00 - 05:59		2	15				2								126
06:00 - 06:59		7	8		1		1				3		2		819
07:00 - 07:59		5	3		2		1						2		604
08:00 - 08:59		1	2				1								50
09:00 - 09:59	4	3	3	2	2	1				1	1			330	176
10:00 - 10:59	2	3	2		2	1	1					1		193	254
11:00 - 11:59	3	3	2			2	2			1			1	300	269
12:00 - 12:59	5	5	2	1	1	2	2			1	1	1	1	437	535
13:00 - 13:59	2	3	1			1	1				1	1	1	193	269
14:00 - 14:59	3	2	2	1	1		1	1				1		363	120
15:00 - 15:59	4	4	2	1	1	1		1	1	1	1	1	1	332	419
16:00 - 16:59	3	2	3			1	1	1				1	1	375	206
17:00 - 17:59	4	4	3	1			1		1	2	1	1	1	541	451
18:00 - 18:59	3	5	1	1	1	2	2		1		1		1	228	643
19:00 - 19:59			1												
20:00 - 20:59	1		2			1								50	
21:00 - 21:59	5		7	2		3								412	
22:00 - 22:59	2		9									2		318	
23:00 - 23:59	6		15	2		1				3				551	
00:00 - 00:59	2		17									2		318	
01:00 - 01:59			17												
	49	49			11		16		2		9		11	4,941	4,941
Overnights	Gates		15		5		5				3		2		
	Remote		2										2		
	Total		17												
Times	First Departure			6:00		5:15		15:06		6:00		6:00			
	Last Departure			18:30		18:49		17:29		18:20		18:35			
	Last Arrival			23:33		23:40		16:44		23:47		0:50			

AGENDA ITEM NO. 5.4

USDOT ARRIVAL AND DEPARTURE STATISTICS

U.S. DEPARTMENT OF TRANSPORTATION AIR TRAVEL CONSUMER REPORT

	FEB 19	JAN 19	12 MO 2018	DEC 18	NOV 18	OCT 18	9 MO 2018	SEP 18	AUG 18	JUL 18	6 MO 2018	JUN 18	MAY 18	APR 18	3 MO 2018	MAR 18	FEB 18	JAN 18
ALBANY ON-TIME (%)																		
Arrivals	75.1	71.9	-	75.2	78.2	84.6	-	83.3	71.8	72.6	-	76.7	78.1	82.0	-	74.4	79.1	77.1
Departures	76.5	74.0	-	82.2	83.0	87.7	-	89.5	79.4	77.2	-	83.2	83.8	86.3	-	78.1	82.1	78.1
ON-TIME ARRIVALS (%)																		
Allegiant	75.2	73.4	77.4	78.8	78.7	83.5	76.4	82.2	78.2	67.0	76.8	69.7	76.7	78.8	78.5	78.5	78.3	78.6
American	75.8	80.0	78.4	79.6	80.9	78.8	77.9	78.3	72.5	70.0	78.1	72.4	78.6	83.9	81.9	82.3	80.8	82.5
Delta	81.6	86.7	85.7	89.1	83.3	90.0	85.1	88.3	83.3	83.4	82.6	81.5	85.0	86.4	86.4	87.0	87.9	84.3
Endeavor	76.2	78.3	79.3	82.9	77.3	83.3	78.7	82.3	74.7	77.5	78.9	81.2	83.2	77.9	77.0	75.8	78.8	76.5
Envoy	66.5	69.5	76.7	76.7	78.5	80.6	76.1	79.7	74.3	74.3	76.1	70.4	77.3	80.0	76.2	83.4	70.6	74.7
Express Jet	69.6	69.6	76.3	70.3	71.6	75.5	77.5	75.9	74.0	77.2	78.5	78.3	83.0	80.9	76.3	79.1	74.9	74.6
Frontier	74.3	73.9	69.4	74.4	70.1	68.2	69.2	66.3	61.4	59.7	72.6	60.3	71.8	76.4	75.7	78.4	73.8	74.9
Jetblue	70.0	69.4	71.0	74.5	71.2	78.8	69.7	77.5	66.7	67.2	69.4	73.8	71.0	67.6	67.9	64.2	74.6	65.8
Mesa	72.3	79.1	77.3	76.1	76.1	73.0	78.1	71.9	75.4	74.7	80.1	79.0	82.2	85.4	78.1	84.8	74.7	74.7
Republic	76.8	72.6	78.6	82.2	78.2	82.0	77.8	80.4	74.0	75.6	78.4	76.9	79.8	79.4	78.0	77.6	80.3	76.2
Southwest	73.5	81.9	81.1	78.8	81.7	83.5	78.5	85.0	77.9	74.5	78.3	77.7	76.4	77.7	79.3	78.9	77.1	81.8
Skywest	69.5	73.5	79.8	78.3	78.6	83.4	79.6	84.3	76.4	80.4	79.3	78.7	80.8	82.8	77.8	82.1	76.0	75.3
United	77.0	78.8	79.7	80.6	77.8	81.9	79.5	82.2	70.8	75.1	78.8	74.1	78.9	83.9	84.4	83.9	84.7	84.7

SUMMARY ALL AIRLINES - FEB - On-time 73.78%; Cancelled 3.15%; Diverted 0.31%; Delays: Air Carrier 5.94%; Weather 0.84%; Aviation System 7.68%; Security 0.04%; Late Arrivals 8.27%

	FEB 19	JAN 19	12 MO 2018	DEC 18	NOV 18	OCT 18	9 MO 2018	SEP 18	AUG 18	JUL 18	6 MO 2018	JUN 18	MAY 18	APR 18	3 MO 2018	MAR 18	FEB 18	JAN 18
COMPLAINTS/100,000 PASSENGERS (%)																		
Allegiant	2.53	1.49	1.65	1.02	1.55	1.28	1.79	1.48	1.68	1.70	1.88	1.81	1.57	2.39	1.83	1.65	1.29	2.54
American	1.33	1.36	1.38	1.25	1.20	1.56	1.39	1.68	1.65	1.69	1.24	1.57	1.24	1.11	1.16	1.05	1.18	1.28
Delta	0.53	0.41	0.65	0.44	1.11	0.39	0.65	0.50	0.78	0.61	0.65	0.65	0.51	0.55	0.74	0.56	0.79	0.93
Endeavor	0.42	0.20	0.43	0.34	0.26	0.25	0.53	0.37	0.61	0.47	0.56	0.47	0.24	0.34	0.76	0.61	0.70	0.98
Envoy	1.29	0.78	0.84	0.62	0.90	0.42	0.91	0.55	1.23	1.61	0.80	0.78	0.50	0.98	0.85	0.82	0.53	1.20
Express Jet	0.21	0.96	0.36	0.50	0.31	0.28	0.36	0.88	0.37	0.36	0.28	0.35	0.00	0.49	0.28	0.54	0.13	0.12
Frontier	2.47	2.34	4.02	2.47	3.60	4.37	4.07	6.00	7.23	5.82	2.93	3.03	3.30	3.15	2.70	2.38	3.16	2.55
Jetblue	0.70	0.64	0.99	0.87	0.71	0.92	1.04	0.81	1.61	1.11	0.96	0.35	0.74	0.86	1.10	0.77	1.10	1.49
Mesa	0.56	0.68	0.63	0.67	0.40	0.86	0.61	0.25	0.76	0.66	0.64	0.66	0.42	0.45	0.78	0.74	0.51	1.08
Republic	0.23	0.31	0.50	0.39	0.52	0.12	0.51	0.56	0.85	0.60	0.43	0.50	0.71	0.38	0.33	0.38	0.30	0.30
Southwest	0.51	0.26	0.36	0.21	0.31	0.27	0.39	0.32	0.43	0.51	0.38	0.41	0.37	0.46	0.34	0.27	0.37	0.38
Skywest	0.61	0.44	0.43	0.31	0.41	0.44	0.45	0.38	0.36	0.41	0.49	0.49	0.27	0.51	0.56	0.55	0.56	0.56
United	1.32	0.88	1.28	0.84	1.09	1.08	1.38	1.38	1.51	1.21	1.39	1.19	0.97	1.12	1.74	2.25	1.32	1.51

SUMMARY ALL AIRLINES - FEB - 0.95%; 2018 TWELVE MONTHS - 0.98%

	FEB 19	JAN 19	12 MO 2018	DEC 18	NOV 18	OCT 18	9 MO 2018	SEP 18	AUG 18	JUL 18	6 MO 2018	JUN 18	MAY 18	APR 18	3 MO 2018	MAR 18	FEB 18	JAN 18
MISHANDLED BAGS/1,000 PASSENGERS (%)																		
Allegiant	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
American	N/A	N/A	3.77	4.53	3.39	3.34	3.86	3.58	4.34	4.39	3.73	4.42	3.36	3.05	3.33	3.33	3.65	4.62
Delta	N/A	N/A	1.80	1.68	1.75	1.30	1.86	1.39	1.94	1.83	1.93	2.15	1.54	1.53	1.81	1.81	1.72	3.01
Endeavor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Envoy	N/A	N/A	5.3	6.76	5.18	5.01	5.19	5.00	6.21	6.37	4.86	5.94	4.81	4.95	4.48	4.92	0.53	8.00
Express Jet	N/A	N/A	4.98	6.06	4.11	3.97	5.2	4.31	5.87	5.46	5.10	6.00	4.58	4.01	4.7	4.7	4.67	6.70
Frontier	N/A	N/A	2.6	1.95	2.00	2.19	2.7	2.32	2.77	3.10	2.75	2.81	2.65	2.47	2.9	2.4	3.16	2.97
Jetblue	N/A	N/A	1.75	2.24	1.63	1.45	1.8	1.60	1.97	1.96	1.77	1.76	1.62	1.59	1.9	1.8	1.58	2.30
Mesa	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Republic	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Southwest	N/A	N/A	2.81	3.79	2.66	2.50	2.87	2.50	2.90	3.39	2.82	3.03	2.84	2.56	2.65	2.65	2.78	3.11
Skywest	N/A	N/A	4.0	6.18	4.44	3.57	3.72	3.65	4.69	4.32	3.48	4.20	3.37	3.91	3.1	3.83	0.56	4.98
United	N/A	N/A	2.51	3.10	2.33	1.96	2.59	2.08	3.15	2.77	2.54	2.77	2.33	1.98	2.42	2.42	2.52	3.31

SUMMARY ALL AIRLINES - DEC - 3.73%; 2018 TWELVE MONTHS - 2.78%

Consistent with the Department's introduction of new on-time performance data into the ATCR last year, the Department is delaying the publication of the new mishandled baggage data to give the Department and airlines an opportunity to verify the accuracy of the data.

OVERSALES/10,000 PASSENGERS (Denied Boarding= "V" Voluntary, "INV" Involuntary) (%)

	Twelve Months	V	INV	Nine Months	V	INV	Six Months	V	INV	Three Months	V	INV
Delta	5.89	0.00	0.00	4.77	0.01	0.01	4.86	0.00	0.00	7.70	0.00	0.00
Express Jet	n/a	n/a	n/a	n/a	n/a	n/a	9.46	0.05	0.05	9.25	0.01	0.01
Jetblue	0.66	0.01	0.01	0.62	0.01	0.01	0.56	0.01	0.01	1.06	0.01	0.01
Southwest	1.34	0.15	0.15	1.61	0.24	0.24	1.43	0.09	0.09	1.17	0.18	0.18
United	3.59	0.01	0.01	4.19	0.01	0.01	3.32	0.01	0.01	3.85	0.01	0.01
American	4.58	0.20	0.20	3.71	0.11	0.11	3.67	0.06	0.06	4.97	0.15	0.15
ALL AIRLINES	4.49	0.14	0.14	4.35	0.13	0.13	3.91	0.10	0.10	4.75	0.12	0.12

Courtesy	COMPLAINTS			
	Screening Procedures	Processing Time	Personal Property	Animal Incidents
563	26	60	405	Death 0
0.00099%	0.00005%	0.00011%	0.00071%	Injury 0
				Loss 0

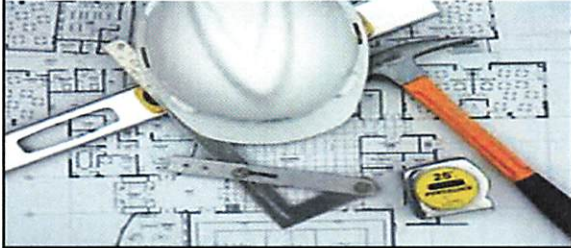
Animal Incidents	
Death	0
Injury	0
Loss	0

AGENDA ITEM NO. 6

Project Development



Project Development





Airport Aeronautical Survey



Runway 1-19 & Taxiway Edge Lighting



Abany Airport
Airport
Airport

Airport Drainage-Culvert Replacement



Abany Airport
Airport
Airport

Passenger Boarding Bridges



Abany Airport
Airport
Airport

Runway 10-28 & Taxiway-C Edge Lighting



Million Air Hangar Door



New Parking Garage



Parking Garage Precast Structure



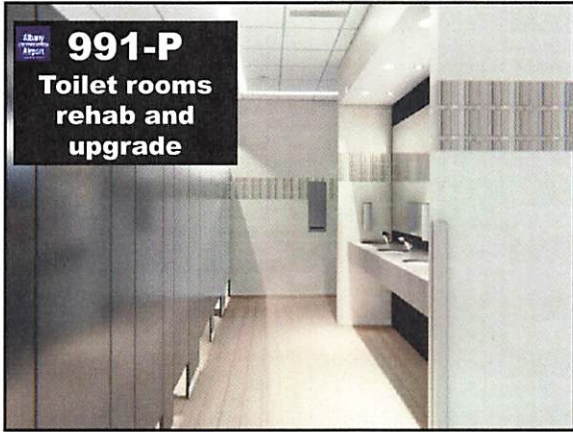
Parking Garage Utility & Piles

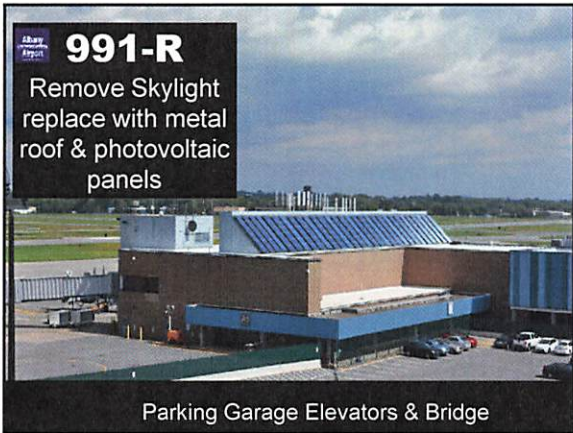


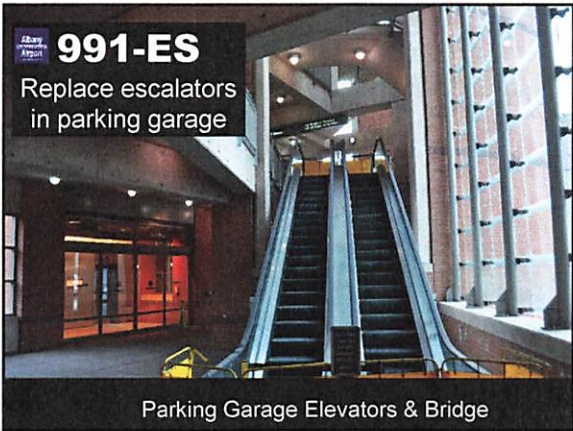
Parking Garage Elevators & Bridge

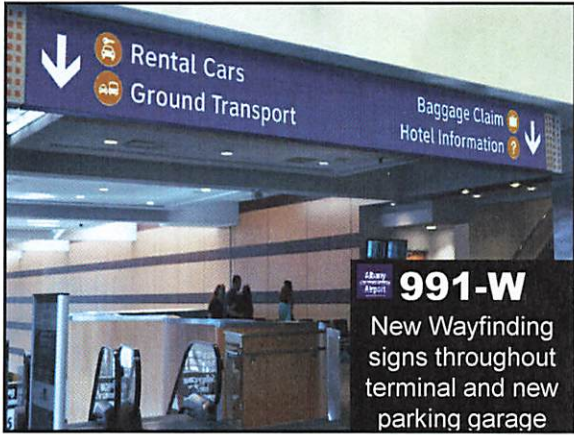


991-CG
Terminal Flooring
Terrazzo Tile &
Carpet

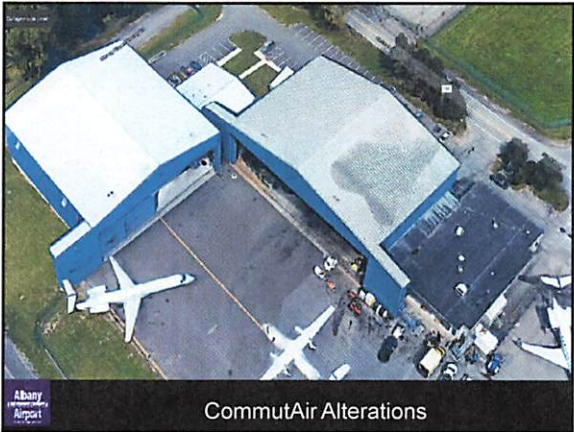








991-W
New Wayfinding signs throughout terminal and new parking garage



CommutAir Alterations



Airport Aeronautical Survey



June 2019





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

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

PROJECT STATUS REPORT

June 10, 2019

I. AIRSIDE IMPROVEMENTS

A) Airport Aeronautical Survey and Obstruction Evaluation (Contract No. S-886)

Stantec Engineering has collected all data required by the FAA including flights over the Airport to collect photogrammetry information. All data was compiled, reviewed and will be submitted in accordance with FAA regulations. The Airport Authority and Stantec Engineering are collating the data collected. Final report was submitted to the FAA. Stantec is addressing the FAA's comments.

B) Runway 01-19 and Taxiway A Edge Light Replacement (Contract No. S-912)

George Martin & Son Electric, the contractor, resumed installing new conduits and light bases along Runway 1-19 and Taxiway "A" on April 8, 2019, working at night to allow for runway and taxiway closures. The contractor is also working days installing new wire and edge light assemblies. The contractor is working weekends, weather permitting, to do the runway intersection work. The contractor has begun testing 3 out of 5 circuits effected by the project. The project is scheduled to be completed June 2019.

C) Airport Drainage Culvert Replacement (Contract No. SD-930)

C.T. Male Associates has submitted the 90% design plans for the drainage project based on the Drainage Report done by CHA Companies. C.T. Male. has made several visits to the airfield gathering hydrologic information. C.T. Male is working on the new culvert design and is working with NYSDOT, Albany County and the Town of Colonie for proposed additional roadway crossings for additional drainage pipes. The Exit 4 project overlaps part of the drainage work and DOT is working with the designers and ACAA. This project has been advertised for Bids which will be opened in June 2019.

D) Passenger Boarding Bridges B5, B7, B8 & C3 (Contract S-945)

Oxford Airport Technical Services was the low bidder for both the GC & E portions of this project. Oxford is continuing to remove and replace all 4 new jetbridges. Bridges B5 and B7 are complete and back in service. Oxford is currently working at gate B8, where the old bridge has been removed and the new bridge is being connected and tested.

E) Runway 10-28 and Taxiway C Edge Light Replacement (Contract S-946)

C & S Companies, the firm selected to design the Runway 10-28 Edge Lighting project, has had a survey crew working on the Airfield. Also C & S has provided the FAA with required preliminary documents for this project. C & S has submitted 100% drawings for review, the final revised drawings were submitted in March 2019. This project was bid on May 29, 2019 and approval of the low bidder is an action item at this Board meeting.

II. LANDSIDE IMPROVEMENTS

A) Million Air Hangar Door Replacement (Contract No. 971-GC)

The existing hangar door system at the Million Air Hangar (building #109) will be removed and a new ASSA Abloy “Mega Door” will be installed. The new door was delivered on May 13, 2019. The installation by ASSA Abloy crew was started on May 27, 2019 and will take 2-3 weeks. Million Air has emptied the hangar to accommodate the demolition of the existing and new installation per Project #1010-GC.

B) New Parking Garage (Contract No. S-989)

Turner Construction is the Construction Manager for this project and CHA Companies design team (including Desman Design) are the designers for the new Parking Garage. The project has been divided into 4 separate contracts to expedite the construction. There is Contract 989-PC which is the fabrication and erection of the precast garage has been awarded to Unistress Corporation. The production of the precast concrete pieces for the new garage is currently 40% complete. Contract 989-SF which is the site and utility relocations, pile driving and concrete pile caps was awarded to LeChase Construction. LeChase has been onsite since March relocating existing utilities and driving steel H-piles for the garage foundation. Placement of concrete for the pile caps and grade beams is ongoing. Contract 989-ES is for the elevators (3 units) two for the Garage and one for the Pedestrian Bridge was awarded to Kone, Inc. Kone has ordered the elevator materials. Contract 989-GCR which includes the pedestrian bridge to the Terminal, the vehicle bridge to the garage, electrical, communication and plumbing work inside the new precast structure was awarded to LeChase Construction after the re-bid. The contractor is in the process of submitting a schedule for approval and submitting materials for approval. Contractor anticipates beginning work on the site by mid-June 2019.

C) Terminal Amenities (Contract No. S-991)

C & S Companies has completed the design for the project which has been divided into 5 separate contracts. Contract 991-GC is for the new Terminal flooring (terrazzo tile and carpet), soffit lighting, new ceiling in Times Square and various wall finishes was awarded to VMJR Companies. VMJR has begun the shop drawing submittals process. Contract 991-P is for the Toilet rooms rehab and upgrades, the Pet Relief area, the ceiling and lighting in the baggage carousel area, HVAC upgrade at the ticket counters and door refinishing and replacements has been awarded to VMJR Companies. VMJR has begun the submittal process for both projects and work was started on June 3, 2019. Contract 991-R is for the removal of the existing skylight in A Concourse and replacement with a metal roof and photovoltaic panels mounted on top which was awarded to Kasselmann Electric. Kasselmann has submitted a schedule and has begun the submittal process. Work will begin in June, 2019. Contract 991-ES is for the replacement of the escalators in the existing parking garage was awarded to Wainschaf Associates. Wainschaf has begun the submittal process and work is scheduled to begin work when the new materials are delivered. Contract 991-W is for all new Wayfinding signs throughout the Terminal and new parking garage to guide people to all the Terminal amenities was approved by the Board last meeting. Color Ad the contractor has been working with Turner to formalize a schedule and begin the submittal process.

D) CommutAir Alterations (Contract 1003-GC)

Bergmann Associates designed the reconfiguration of the interior of the office and parts area in Building 211 that is leased by CommutAir. The tenant asked to increase their aircraft parts storage area within the existing building. Rosch Brothers were awarded the contract and have completed the demolition. The contractor is currently installing the new walls, ceilings and lighting. The HVAC work has been started. The floor coating will begin when all other work is complete.

E) Million Air Hangar Door Removal (Contract 1010-GC)

Ryan, Biggs, Clark and Davis Engineering worked with ASSA-ABLOY on the Mega Door (Contract 971-GC) to develop a set of plans for the removal of the existing hangar door and add some structural members and electrical service. The ASSA ABLOY installation crew has commenced with the installation of the Mega Door. S. Greco Construction was awarded the contract for the removal of the existing hangar door on May 6, 2019 and will provide assistance to the ASSA ABLOY crew as needed.

All work is advancing smoothly and the hangar door should be completed in June, 2019.

AGENDA ITEM NO. 7

Counsel

AGENDA ITEM NO. 8

Concessions/Ambassador Program



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

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

June 10, 2019

Marketing, Concessions & Ambassador Program

Minority Percentages in the Concession’s Workforce

Date	HMS Host	OHM	Paradies	Dunkin Donuts
May 2018	25/60=42%	1/8=12.5%	12/25=48%	4/8=50%
June 2018	29/65=44.6%	1/7=14.2%	10/22=45.5%	5/9=55.5%
July 2018	26/62=42%	1/7= 14.2%	9/21=42.8%	5/9= 55.5%
Aug 2018	29/63=46%	1/7= 14.2%	1/19=57.8%	5/9= 55.5%
Sept 2018	25/56=44.6%	1/7= 14.2%	11/20=55%	5/10= 50%
Oct 2018	22/54=40.7%	41/50=82%	13/21=61.9%	5/10= 50%
Nov 2018	23/62=37%	49/59=83%	13/21=61.9%	6/11 = 54.5%
Dec 2018	23/53=43.4%	40/47=85%	15/23=65%	5/10=50%
Jan 2019	21/54=38.8%	42/50=84%	15/25=60%	5/10=50%
Feb 2019	24/60 =40%	42/51=82.3%	12/22=54.5%	5/9=55.5%
Mar 2019	26/61=42.6%	34/52=65.3%	14/22=63.6%	4/9=44.4%
Apr 2019	21/57= 36.8%	35/42=83.3%	14/23=60%	4/8=50%
May 2019	18/67=26.8%	28/43=65%	15/22=68%	5/9=55%

Concessions

Wolfgang Puck Pizza: The build out was awarded to Grecco Construction. The work is to start on Monday, June 10, 2019. The anticipated opening date is September 1st.

Burger King: The build out was awarded to Duncan Cahill Construction. The work is to start the week of June 10th. The anticipated opening date is September 1st as well.

AGENDA ITEM NO. 9

Public Affairs



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

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

Public Affairs Report June 10, 2019

Delta Blood Drive

Delta Air Lines conducted another in its continuing series of blood drives on the Observation Level on May 7. Delta conducts its blood drives four times each year in conjunction with the American Red Cross. The latest blood drive collected 25 pints of blood.



Piedmont Grand Opening

The Airport Authority hosted the Grand Opening of the Piedmont Maintenance Facility on May 8. Speakers included Father Doyle, John O'Donnell, Ron Epstein, Executive Deputy Commissioner NYSDOT and William Arndt of Piedmont Airlines. Piedmont, a wholly owned subsidiary of American Airlines, can simultaneously perform maintenance on up to three regional jets at the same time.



Honor Flight

The first Leatherstocking Honor Flight departure ceremony of the 2019 season took place at the Airport on May 11. Honor Flight is based out of Montgomery County with Greg and Barbara Furlong at the helm. We are anticipating additional Honor Flights and Patriot Flights this coming Fall.



Dignified Transfer

Public Affairs coordinated the dignified transfer of the remains of Navy Machinist Mate Donald Thorington of Cobleskill on May 20. Mr. Thorington was the victim of a homicide while serving on the USS George Washington while docked in Norfolk, VA. Twelve members of his family attended the arrival and transfer. Delta Air Lines staff and management provided support. The Airport Authority provides a hospitality room for family to gather prior to the arrival of the flight.



Capital District Regional Planning Commission Workshop

Airport Planner Steve Iachetta took part in the annual Capital District Regional Planning Commission's Local Government Workshop at Hudson Valley Community College. The Airport Authority was a prime sponsor of the event that drew some 100 local and regional government officials. More than 30 workshops were held on such topics as ethics for public officials, infrastructure and the grants game and solar zoning.



AGENDA ITEM NO. 10

**Authorization of Contracts/Leases/Contract
Negotiations/Contract Amendments**

AGENDA ITEM NO. 10.1

**Professional Services Contract: Contract
No. S-1013 to provide Facility Improvements for the
Air Traffic Control Tower**

AGENDA ITEM NO: 10.1
MEETING DATE: June 10, 2019

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA Approved
06/11/2019

DEPARTMENT: *Administration/Legal Department*

Contact Person: *John A. O'Donnell, Chief Executive Officer*

PURPOSE OF REQUEST:

Professional Services Contract: *Contract No. S-1013 to provide Facility Improvements for the Air Traffic Control Tower*

CONTRACT AMOUNT:

Base Amount: *\$195,326 fee based upon a preliminary construction value in the range of \$2.3 million*

BUDGET INFORMATION:

Anticipated in Current Capital Plan: Yes ✓ No NA
Funding Account No: CPN 2276

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal 0% State 0% Airport 100%*
Term of Funding: 2019-20
Grant No. NA; NYS DOT PIN – NA.
* May be reimbursed with Passenger Facility Charge Funds

AWARD CONDITIONS MET:

Apprenticeship N/A DBE N/A MWBE 30%
Service Disabled Veteran Owned Business (SDVOB) 0%

JUSTIFICATION:

The Authority Board authorized the selection of Sage Engineering Associates, LLP to provide consulting design services for improvements to the FAA Air Traffic Control Tower. Staff developed a Scope of Services (attached) and presented the detained design services to the consultant. Sage Engineering prepared a fee schedule and the staff negotiated with the consultant and arrived at a reasonable fee of \$195,326.

The Scope of Services is based upon a facility assessment of the entire building.

AGENDA ITEM NO: 10.1
MEETING DATE: June 10, 2019

This design work and subsequent construction is being requested by the FAA in preparation of a new 10-year to 20-year lease proposal. Our CFO, Bill O'Reilly, is leading the discussion in pursuit of securing a long term lease with the FAA administrators.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

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

PROCUREMENT DEPARTMENT APPROVAL:

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

BACK-UP MATERIAL:

1. *Draft Scope of Services*
2. *Engineering Services Proposal*

DRAFT

May 13, 2019

**Albany International Airport
Air Traffic Control Tower
Facility Improvements
ACAA Project No. S-1013
Scope of Services**

Project Background and Description

The Air Traffic Control Tower (ATCT) is 20 years old and many of the building systems and components are in need of replacement. The Albany County Airport Authority (ACAA) owns the Air Traffic Control Tower and the FAA leases the facility from the ACAA. A building assessment was completed for the ATCT by Sage Engineering Associates dated February 4, 2019. This document will serve as the basis for the design. In addition to including the design for all the work as identified in the Building Assessment the consultant shall prepare design documents for the following work:

1. Elevator recommended improvements as stated by Kone letter dated February 10, 2019. Option 3, elevator replacement.
2. Review and design new signage for the any hazardous materials on site and for fuel storage facilities.

Project Objective

The objective is to upgrade the ATCT and to perform refurbishments. The improvement should extend the usefulness of the facility for up to 20 years. Annual regular maintenance will need to continue to sustain the life of the facility.

Project Approach

The project will be advanced in two phases. The first phase will be to address those elements of the scope which are weather dependent. These items include, but are not limited to, the roofing, concrete work, painting, pavement, and sealing the exterior of the building. To bid this work in the summer the consultant will need to have design documents to the Authority as early as possible.

The second phase of the project will include all of the remaining work as depicted in the Building Assessment to be completed in 2020.

Design Services

- Design shall include work stipulated in Building Assessment under Immediate Repairs, Short Term Repairs and Recommended (2+ years) Repairs.
- Provide all required design elements as contained in the scope including all electrical, mechanical, fire protection and general construction components of work.
- Meet the requirements of Wicks Law in preparing the design documents.

DRAFT

- Prepare technical specifications and a brief project scope for inclusion into the Notice to Bidders. The technical specifications shall include a table of contents.

Project Costs

- Preliminary estimates for the total project is in the range of \$2.3 million which includes, design, testing, observation and construction costs.

Review Submissions

Provide three sets of PDF documents for review for each phase submission. Documents shall not be smaller than "C" size.

Submissions:

Schematic Phase

70% Construction Document Phase

100% Construction Document shall be stamped and ready for bidding.

Estimates

- Provide an estimate at the schematic and 70% construction document levels.

Project Meetings and Presentations

The consultant shall regularly meet with the staff at the Authority and the FAA to refine the scope of the project.

Presentation meetings should be held at the conclusion of the schematic and at the 70 percent construction documents phases.

Bidding & Award Phase

The following tasks will be provided for bidding phase services:

- 2.10 Prepare clarifications and addenda as required. [Assume two addenda estimated for each of the bid package.]
- 2.11 Prepare any necessary modifications to the drawings or specifications.
- 2.22 Answer pertinent contractor questions applicable to the project during an estimated four-week bidding timeframe for each of the bid packages.
- 2.23 Attend a pre-bid conference meeting as scheduled by the ACAA.
- 2.24 Assist ACAA and the Construction Manager in assessing bid results and provide recommendation on the award of contract.

Construction Administration Phase

DRAFT

The Construction Administration services shall be as follows:

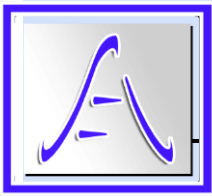
- 3.11 Transmit to the ACAA requests for interpretations of the meaning and intent of the Drawings and Specifications, and assist in the resolution of questions that may arise.
- 3.16 Receive and review approved Shop Drawings, Product Data, Samples, Coordination Drawings, As-Built Drawings and other submittals.
- 3.17 Develop appropriate drawings, sketches, respond to RFIs, bulletins, etc.
- 3.18 Review and sign the Contractors' payment applications. Return to ACAA for issuance.
- 3.19 Attend construction meetings &/or site visits over a 12-month construction period (two per month). Anticipate Summer/Fall of 2019 and into 2020.
- 3.20 Review and ensure that work is being constructed per contract documents and will inform ACAA of any work which is deemed non-conforming.
- 3.21 Responsible for reviewing and approving of samples, schedules, shop drawings and other submissions to the extent necessary for compliance with the design intent.
- 3.22 Review Contractors' proposed Change Orders with the ACAA relative to changes in the work and recommended appropriate action.
- 3.23 Perform a punch list walk through at the substantial completion of the project and issue a punch list to be completed by the Contractors.
- 3.24 Provide final inspection of the work in accordance with the contract documents and assist in the Building Permit Closeout process.

Professional Fee

_____ shall be compensated on a Lump Sum Fee of _____.
Below is a breakout of the project phases and associated fees.

Design Services Phase	75%	\$
Bidding & Award Phase	5%	\$
Construction Administration Phase	20%	\$
Total Lump Sum Fee	100%	\$

Code References



SAGE ENGINEERING ASSOCIATES, LLP

1211 Western Avenue Albany, NY (518) 453 6091 F (518) 453 6092

June 5, 2019

Mr. John O'Donnell, P.E.
Albany International Airport
Administration Building
Suite 200
Albany, NY 12211

Re: Rehabilitation of Air Traffic Control Tower Facility , Revised

File: 3494

Dear Mr. O'Donnell:

At your request we are pleased to provide this proposal for engineering services for the above referenced project. The scope of work will include all items recommended in the Air Traffic Control Tower Assessment by Sage Engineering dated February 4, 2019. All required design elements as contained in the scope will be provided including all electrical, mechanical, fire protection and general construction components of the work. The project documents will be prepared to meet Wick's Law.

Our design team for this project will consist of the following firms. Proposal letters from each design firm are attached.

Sage Engineering Associates	Project Lead and mechanical, electrical, plumbing and fire protection engineering design services
Springline Design	Architectural and structural engineering design services.
Architectural Resources	Elevator system design services.
Environmental Design Partnership	Site engineering design services.

We understand the scope of engineering design phase services to be as described below. The design and construction work will be split in two phases. Phase 1 will be performed during the summer of 2019 and will consist of the following work scopes:

- Parking lot re-surfacing.
- Roof replacement.
- Sealant repair.
- Equipment room HVAC.

Phase 2 will include the balance of the work scope with projected construction from late 2019 to spring 2020.



Phase 1 90% Documents

- Design development for all trades.
- Provide 90% construction drawings for review by the Airport.
- Prepare technical specifications and a brief project scope for inclusion into the Notice to Bidders. The technical specifications shall include a table of contents.
- Provide an estimate of probable construction cost.

Phase 1 Final Design

- Provide stamped construction documents incorporating any Airport comments.

Phase 2 Schematic Design

- Review meetings and teleconferences with design team and Airport personnel as required to facilitate the design process.
- Field investigation of existing conditions.
- HVAC cooling and heating load calculations.
- Electrical and lighting calculations and schematic level design.
- Equipment selection and schematic level system design.
- Provide an estimate of probable construction cost.
- Attend a schematic design presentation to review the proposed design.
- Prepare schematic level construction drawings.

Phase 2 60% Design Development Documents

- Design development for all trades.
- Provide 60% construction documents.
- Provide an updated estimate of probable construction cost.

Phase 2 Construction Documents

- Provide final construction drawings and specifications for all trades.
- Provide an updated estimate of probable construction cost.

Phase 1 & 2 Bid & Award Phase

- Prepare clarifications and addenda as required. (Assume two addenda estimated for each of the bid package.)
- Prepare any necessary modifications to the drawings or specifications.
- Answer pertinent contractor questions applicable to the project during an estimated four-week bidding timeframe for each of the bid packages.
- Attend a pre-bid conference meeting as scheduled by the ACAA.
- Assist ACAA and the Construction Manager in assessing bid results and provide recommendation on the award of contract.

Phase 1 & 2 Construction Phase

- Transmit to the ACAA requests for interpretations of the meaning and intent of the Drawings and Specifications, and assist in the resolution of questions that may arise.
- Receive and review approved Shop Drawings, Product Data, Samples, Coordination Drawings, As-Built Drawings and other submittals.
- Develop appropriate drawings, sketches, respond to RFIs, bulletins, etc.
- Review and sign the Contractors' payment applications. Return to ACAA for issuance.
- Review and ensure that work is being constructed per contract documents any will inform ACAA of any work which is deemed non-conforming.
- Review and approve samples, schedules, shop drawings and other submissions to the extent necessary for compliance with the design intent.
- Review Contractors' proposed Change Orders with the ACAA relative to changes in the work and recommended appropriate action.
- Attend construction meetings &/or site visits over a 12-month construction period as requested by the ACAA.
- Perform a punch list walk through at the substantial completion of the project and issue a punch list to be completed by the Contractors.
- Provide final observation of the work in accordance with the contract documents.

Exclusions

The following items are not included in this proposal:

- Compliance with fire protection system impairment planning beyond that that required by the Building Code, NFPA 13 and NFPA 25.
- Response to review or corrections made as a result of review by authorities other than Albany Airport and Albany County.
- Hazardous material testing or design of abatement of hazardous materials.
- Commissioning services.
- Energy Modeling.
- USGBC L.E.E.D. and Green Building related services.
- Documentation for NYSERDA grant funding.
- Fire hydrant flow testing of existing site water systems.
- Modifications to existing gas or electrical utility metering.

We propose to provide these services for a lump sum fee of **\$195,326** per the following fee schedule:

Phase 1	Sage	EDP	Springline	Arch Res	TOTALS	
90% Design for Review	\$8,160	\$11,200	\$23,123	---	\$42,483	
Final Documents	\$1,010	\$2,700	\$3,255	---	\$6,965	
Bid Phase	\$500	\$500	\$885	---	\$1,885	
Construction Phase	\$700	\$3,500	\$5,288	---	\$9,488	
						\$0
Phase 2						\$0
Schematic Design Phase	\$16,230.00	---	\$5,010.00	\$2,740	\$23,980	
60% Design	\$32,840.00	---	\$6,555.0	\$8,239	\$47,634	
Construction Documents	\$22,380.00	---	\$3,450.0	\$4,947	\$30,777	
Bid Phase	\$2,375.00	---	\$558	\$993	\$3,926	
Construction Phase	\$12,620.00	---	\$4,335	\$3,134	\$20,089	
	\$96,815	\$17,900.00	\$52,458.00	\$20,053.00	\$187,226	Lump Sum
Site Visits		10 total for ALL consultants (10 x \$135 avg x 6hrs)			\$8,100	Hourly NTE
				Grand Total	\$195,326	

As noted in the schedule above, the design phase and construction administration totaling **\$187, 226** will be fixed lump sum fee. Construction phase site visits, including those for punchlists will be on as-needed basis and billed hourly with an estimated maximum cost of **\$8,100**.

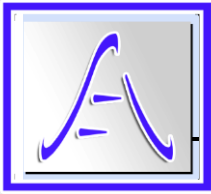
For any additional services which you may deem to be required for a complete project, we propose to invoice you at our standard hourly rates, enclosed as Attachment A.

If you have any questions, please do not hesitate to call.

Sincerely,



David Layton, P.E., LEED™ AP
 Principal



SAGE ENGINEERING ASSOCIATES, LLP

1211 Western Avenue Albany, NY (518) 453 6091 F (518) 453 6092

ATTACHMENT A

EFFECTIVE JANUARY 1, 2015

STANDARD HOURLY RATES

STAFF MEMBER	HOURLY RATE
PRINCIPAL	\$170.00
ENGINEERING GROUP MANAGER	\$140.00
SENIOR ENGINEER	\$125.00
PROJECT MANAGER	\$110.00
ENGINEER	\$100.00
SENIOR DESIGNER	\$90.00
DESIGNER	\$65.00
DRAFTER	\$60.00
SUPPORT STAFF	\$50.00

Reimbursable expenses include: transportation and living expenses away from Albany, NY, long distance communications, reproduction of project documents, postage and delivery, outside consultants, specialized services, and additional insurance that is client-requested. Reimbursable expenses are billed at actual cost plus ten percent.



Phase 2 CA Shop drawing review RFI response/correspondence	8	24	16							
	8	32	16							
	0	56								
	\$170	\$100								
Extension	\$0	\$5,600							\$11,120	
Totals	\$125									
Rates	\$110									
	\$0									
	\$0									

Phase 1

	Sage Alone	RAN	Sage	EDP	Springline	Arch Res	TOTALS
90% Design for Review	\$8,160	---	\$8,160	\$11,200	\$23,123	---	\$42,483
Final Documents	\$1,010	---	\$1,010	\$2,700	\$3,255	---	\$6,965
Bid Phase	\$500	---	\$500	\$500	\$885	---	\$1,885
Construction Phase	\$700	---	\$700	\$3,500	\$5,288	---	\$9,488
							\$0

Phase 2

Schematic Design Phase	\$15,030.00	\$1,200.00	\$16,230.00	---	\$5,010.00	\$2,740	\$23,980
60% Design	\$31,340.0	\$1,500.0	\$32,840.00	---	\$6,555.0	\$8,239	\$47,634
Construction Documents	\$20,880.0	\$1,500.0	\$22,380.00	---	\$3,450.0	\$4,947	\$30,777
Bid Phase	\$2,200	\$175	\$2,375.00	---	\$558	\$993	\$3,926
Construction Phase	\$11,120	\$1,500	\$12,620.00	---	\$4,335	\$3,134	\$20,089
	\$90,940	\$5,875	\$96,815	\$17,900.00	\$52,458.00	\$20,053.00	\$187,226
Site Visits							\$0

10 total for ALL consultants (10 x \$135 avg x 6hrs)

Lump Sum
Hourly NTE

Grand Total \$195,326

AGREEMENT

5 June 2019

David Layton
Sage Engineering Associates, LLP
1211 Western AVE
Albany, NY 12203

Re: Albany International Airport, Air Traffic Control Tower
Facility Improvements, ACAA Project No. S-1013

Dear Mr. Edwards:

Spring Line Design is pleased to submit this proposal for architectural services outlined below. The scope of services is based upon the architectural items listed in the estimate of the February 4th Albany International Airport Air Traffic Control Tower Building Assessment.

Spring Line Design Architecture + Engineering, LLP (SLD) and Sage Engineering Associates, LLP (Client) agree as set forth below.

A. SCOPE OF SERVICES

The scope of services to be provided by SLD will be completed as follows.

Design and Construction Document Preparation:

1. Prepare a Code Analysis based upon the New York State Uniform Code (NYS-UC) or (the code).
2. Prepare schematic design plans and elevations.
3. Attend 4 in-person meetings and telephone conferences as required.
4. Prepare floor and roof plans from approved schematic design.
5. Prepare exterior elevations from approved schematic design.
6. Design structural elements required for the architectural scope of work.
7. Prepare detail sections as required.
8. Prepare door and finish schedules.
9. Prepare roof details (pipe penetration, roof hatch, HVAC curb, etc.).
10. Prepare door details.
11. Prepare entry canopy details.
12. Prepare 2 separate bid packages.
13. Provide a 70% Review set for comment before finalizing construction drawings.
14. Provide a stamped and signed set of construction documents suitable for permitting and bidding.

Bid Phase:

1. Respond to bidder's questions and issue addenda as required.

Construction Phase:

1. Review shop drawings and submittals for SLD's scope of work.
2. Respond to RFIs related to SLD's scope of work.
3. Review and comment on contractor's payment applications.
4. Provide site visits during construction as requested to observe and comment on the installation of the scope of work. These visits can be coordinated with scheduled on-site construction meetings as requested. Prepare written reports detailing the observations.

The following technical assumptions govern the above scope of services:

1. Drawing submissions for project milestones will be made in PDF format via e-mail for reproduction by the Client.
2. Design shall be based upon minimum requirements of the code unless otherwise requested by the Client.
3. Design modifications requested after submissions have been accepted will be considered additional services.
4. Regular observations will be made during construction by a combination of the Client, a construction manager, special inspectors, and/or other on-site personnel having sufficient knowledge to assure that the work is completed in conformance with the contract documents. All deviations from the contract documents, uncovered field conditions, or other issues will be communicated to SLD for review and comment or direction. Corrective actions will be assured in the field by others.

Services not included as set forth above are specifically excluded from the scope of SLD's services. SLD assumes no responsibility to perform services not specifically listed above.

The following items are excluded from the scope of work unless requested by the Client as additional services:

1. Selection of lighting or plumbing fixtures.
2. Preparation of interior elevations.
3. Attendance at meetings, beyond those outlined above.
4. Bid services beyond those outlines above, including preparing contracts, advertising, letting documents, and checking contractor references.
5. Redesign for the contractor's convenience, to accommodate substitution of materials, or to correct defective work.
6. Preparation of a building permit application or payment of fee.
7. Preparation of cost estimates.
8. Mechanical, electrical or plumbing (MEP) design, fire protection, and/or site design.
9. Attendance at or participation in public review meetings.
10. Preparation of as-built or record drawings.

B. FEE COMPENSATION

1. SLD will perform the listed services for a lump sum fee of **\$52,500.00**, plus reimbursable expenses as described below. Mileage is included in the lump sum fee.
2. Reimbursable expenses incurred by SLD for the project are in addition to the fee and shall include the following: Site visits during construction per the rates listed in paragraph C.5 below, all project related printing and duplicating, binding, and shipping. No mark-up shall be applied to reimbursable expenses.

C. CONDITIONS

1. Billing and payment
 - a. Invoices will be sent monthly. Invoices are due upon presentation and will be considered past due if not paid within 14 calendar days of the date that the Client is paid by the Owner. Client agrees to submit SLD's invoices to the Owner within 30 days of receipt or to advise SLD as to why they cannot do so.
2. Interest
 - a. If payment in full is not received by SLD within 30 calendar days of the date of presentation, invoices shall bear interest at a rate of 1.5% of the past due amount per month. Payment thereafter will be applied first to the accrued interest and then to the unpaid principal.
3. Suspension of services
 - a. If the Client fails to make payments when due or otherwise is in breach of this Agreement, SLD may suspend performance of services upon 14 calendar days' notice to the Client. SLD shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension. Upon payment in full by the Client, SLD shall resume services under this Agreement, and the time schedule and compensation shall be adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for SLD to resume performance as agreed upon by the Client and SLD at that time.
4. Termination of Services
 - a. This Agreement can be terminated by either party upon receipt of 14 calendar days' written notice. SLD will be paid in full for all services and reimbursables provided up to the date of termination. If the Client fails to make payment to SLD in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by SLD.
5. Additional Services
 - a. Services not described in part A Scope of Services which are subsequently requested will be based upon either a mutually agreed upon fixed fee or for the hourly fees given below:
 - i. Principal Architect: **\$150.00/hr.**
 - ii. Principal Engineer: **\$150.00/hr.**
 - iii. Senior Project Manager: **\$135.00/hr.**
 - iv. Architect IV: **\$135.00/hr.**
 - v. Architect II: **\$120.00/hr.**
 - vi. Project Designer: **\$90.00/hr.**
 - vii. Intern Architect II: **\$75.00/hr.**
 - viii. Intern Architect I: **\$60.00/hr.**
 - ix. Structural Engineer IV: **\$135.00/hr.**
 - x. Structural Engineer III: **\$120.00/hr.**
 - xi. Structural Engineer I: **\$100.00/hr.**
 - xii. Intern Structural Engineer: **\$60.00/hr.**
6. Hazardous Materials
 - a. SLD shall have no responsibility for the discovery, presence or removal of any hazardous material.
7. Archeological findings
 - a. SLD shall have no responsibility for the discovery, presence or removal of any archeological material.

8. Documents

- a. Final documents including reports, existing condition drawings, construction drawings and specifications prepared by SLD as instruments of service under this Agreement shall, upon final payment by the Client, become the property of the Owner. All other computer files, field data, notes, documents and instruments prepared by SLD shall remain the property of SLD. SLD shall retain all common law, statutory, and other reserved rights, including copyright thereto for all instruments of service.
- b. For other than final construction documents, Client shall have permission to make unlimited copies of material that has been prepared for this project and submitted to the Client by SLD. Permission to copy final construction documents, however, extends only to copies made for the express purpose of the work of this project.
- c. In the event that Client should reuse or modify any of the drawings, specifications, or other documents prepared by SLD on this or any other projects without the consent of SLD, Client shall do so at his/her own risk, and shall defend, indemnify and hold harmless SLD from and against any and all claims, losses, and damages arising from Client's reuse or modification.
- d. Client further acknowledges that final reports, drawings, and specifications are not a product sold by SLD. Nothing in this Agreement shall limit SLD's future use of its copyrighted material.

9. Allocation of risk

- a. The only obligation of SLD shall be to endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- b. In recognition of the relative risks and benefits of the Project to both the Client and SLD, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of SLD for any and all claims, losses, costs, damages, of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and cost of expert witness fees and costs, so that the total aggregate liability of SLD to the Client shall not exceed \$100,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

10. Indemnification

- a. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless SLD and Sub-Consultants thereto from and against any and all claims, damages, liabilities, awards and costs including attorneys' fees and costs of defense, which may arise out of or result in connection with this Project with the exception of those items caused by negligent acts or omissions of SLD.
- b. SLD agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client against any and all claims, damages, liabilities, awards and costs including attorneys' fees and costs of defense, which may arise out of or result from the performance of services provided and in connection with the Project to the extent that all such claims, damages, loss or expense(s) are caused by SLD's negligent performance of professional services under this Agreement and that of its Sub-Consultants or anyone for whom SLD is legally liable.
- c. Neither the Client nor SLD shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

11. Agreement Period

- a. This proposal is valid for 30 days from the date on the first page.
- b. The Agreement period is to last 18 months from the SLD signature date on the last page.

12. This Agreement shall be governed by the laws of the state of New York.

13. Contract Disputes

- a. If a dispute arises out of or related to this contract, or breach thereof, and if the said dispute cannot be settled by direct discussion, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation using the Mediation Rules of the American Arbitration Association before seeking settlement in a judicial forum. The venue for all litigation and legal filings shall be in Rensselaer County, NY.

14. Third Party Exclusion

- a. This Agreement does not create any right or benefits for parties other than SLD, Sub-Consultants thereto and the Client.

Thank you for considering SLD for this project. We look forward to working with you.

Your signature and date in the space provided below indicate your understanding and acceptance of the provisions set forth herein. Please return a signed copy at your earliest convenience.

SPRING LINE DESIGN
Architecture + Engineering, LLP
73 Troy Road, Suite 2H
East Greenbush, NY 12061

David Layton
Sage Engineering Associates, LLP
1211 Western AVE
Albany, NY 12203



Kristin Knickerbocker, RA
Managing Partner

5 June 2019

Signature

Date

4-Jun-19

Albany International Airport, Air Traffic Control Tower
Facility Improvements, ACAA Project No. S-1013

Spring Line Design : Fee Breakdown

	Title	Principal Architect	Principal Engineer	Senior PM	Architect IV	Project Designer	Intern Architect II	Structural Engineer IV	SUBTOTALS
PHASE 1	90% Design	\$150.00	\$150.00	\$135.00	\$135.00	\$90.00	\$75.00	\$135.00	
		18	2	30	9	82	92.5	4	
		\$2,700.00	\$300.00	\$4,050.00	\$1,215.00	\$7,380.00	\$6,937.50	\$540.00	\$23,122.50
	Final Documents	\$450.00	\$150.00	\$405.00	\$270.00	\$1,170.00	\$675.00	\$135.00	\$3,255.00
		1	0	3	0	2	2	0	
		\$150.00	\$0.00	\$405.00	\$0.00	\$180.00	\$150.00	\$0.00	\$885.00
Construction Phase		5	2	18.5	0	3	16	2	
		\$750.00	\$300.00	\$2,497.50	\$0.00	\$270.00	\$1,200.00	\$270.00	\$5,287.50
									\$32,550.00
PHASE 2	Principal Architect	\$150.00	\$150.00	\$135.00	\$135.00	\$90.00	\$75.00	\$135.00	
		10	0	3	6	18	9	0	
	Schematic Design	\$1,500.00	\$0.00	\$405.00	\$810.00	\$1,620.00	\$675.00	\$0.00	\$5,010.00
		8	1	11	3	18.5	22	0	
	60% Design	\$1,200.00	\$150.00	\$1,485.00	\$405.00	\$1,665.00	\$1,650.00	\$0.00	\$6,555.00
		3	0	6	3	9	13	0	
	Construction Documents	\$450.00	\$0.00	\$810.00	\$405.00	\$810.00	\$975.00	\$0.00	\$3,450.00
		1	0	3	0	0	4	0	
	Bid & Award	\$150.00	\$0.00	\$405.00	\$0.00	\$0.00	\$3.00	\$0.00	\$558.00
		4	1	11	0	10	16	0	
	Construction Phase	\$600.00	\$150.00	\$1,485.00	\$0.00	\$900.00	\$1,200.00	\$0.00	\$4,335.00

TOTAL \$52,458.00

ROUND TO \$52,500.00



**ENVIRONMENTAL DESIGN
PARTNERSHIP, LLP.**

Shaping the physical environment

900 Route 146 Clifton Park, NY 12065
(P) 518.371.7621 (F) 518.371.9540 edpllp.com

May 21, 2019

Mr. John S. Edwards, P.E., LEED AP

Partner

Sage Engineering Associates, LLP

1211 Western Avenue

Albany, NY 12203

Regarding: Proposal for Engineering and Surveying Services
Pavement Resurfacing
Albany International Airport
Air Traffic Control Tower Improvements
Albany, New York

Dear Mr. Edwards:

The Environmental Design Partnership, LLP (EDP) is pleased to provide you this agreement for engineering and surveying services at the Albany International Airport Air Traffic Control Tower. EDP's project understanding and associated scope of services are included below.

PROJECT UNDERSTANDING

It is EDP's understanding that the Albany International Airport is planning improvements to the Air Traffic Control Tower and Tracon Base Building. The improvements include resurfacing the existing parking lots associated with these buildings and re-striping the parking lots to include four (4) accessible parking spaces with associated accessible aisles. The Albany International Airport intends to cold mill and resurface the existing asphalt except in areas where the approximately 30 percent of the overall pavement is deteriorated to the point where full depth asphalt reconstruction is required. EDP further understands there are small sections of sidewalk and curbs that may need replacement. Based upon discussions with you, EDP understands that the Albany International Airport does not wish to have an updated topographic survey at this time. If upon site investigation, there are larger sections of concrete sidewalk and curbing that are recommended for replacement, EDP will contact Sage to progress a limited topographic survey.

The overall parking lot is approximately one (1) acre in size. EDP has assumed for the purposes of this proposal that the areas proposed for full depth reconstruction will be less than one (1) acre in size such that coverage under the New York State Department of Environmental Conservation (NYSDEC State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Construction Activities (GP-0-15-002) will not be required.

EDP's scope of services is included below.

SCOPE OF SERVICES

Task 1 – Site Visit

EDP will complete a site visit to assess the existing conditions of the asphalt parking lot. EDP will review existing pavement conditions to assess areas that warrant cold milling and full depth reconstruction.

Task 2 – 60% Design Documents

EDP will prepare 60 percent design documents for the proposed work elements. Plans are generally anticipated to include the following:

- Notes and Legend;
- Existing Conditions;
- Removals Plan;
- Site Plan;
- Sediment and Erosion Control Plans; and,
- Details.

EDP will prepare the civil/site portions Project Manual following MasterSpec format which will include the following:

- Divisions 31 thru 34

The 60 percent plans and specifications will be provided to Sage for review and incorporation into Sage's overall project set. EDP will also provide a draft cost estimate for the site/civil portions of the project.

Task 3 – 100% Final Design Documents

EDP will prepare 100 percent final design documents for the proposed work elements. Plans are anticipated to include the following:

- Notes and Legend;
- Existing Conditions;
- Removals Plan;
- Site Plan;
- Sediment and Erosion Control Plans; and,
- Details.

EDP will prepare the civil/site portions Project Manual following MasterSpec format which will include the following:

- Divisions 31 thru 34

The plans and specifications will be provided to Sage for review. Once comments have been received and incorporated final stamped plans will be provided to Sage for incorporation into Sage's overall project set. EDP will also provide a cost estimate for the site/civil portions of the project.

Task 4 – Bid Assistance

EDP will provide bidding assistance to the Sage. Bidding assistance is anticipated to include the following services:

- Answer questions from prospective bidders;
- Prepare Addenda as necessary; and,
- Evaluate bids.

Task 5 – Construction Administration

EDP will provide construction administration services EDP understands that construction observation is not requested but will attend one (1) field visit and one (1) punch list review meeting. EDP anticipates the following construction administration services:

- Response to Contractor Requests-for-Information (RFIs);
- Assist in the review of Field Orders / Change Orders;
- Assist in the interpretation of contract documents; and,
- Review of Contractor shop drawings and submittals.

QUALIFICATIONS AND EXCLUSIONS

- Archaeological studies are excluded.
- As requested, this proposal does not include survey services. EDP will digitize the existing site plans into AutoCAD as requested to utilize as a basemap. If, upon completing the site visit, the extent of concrete sidewalk and curb replacement is more extensive and requires a limited topographic survey, EDP will prepare a supplemental proposal to Sage for those services.
- EDP has assumed that the proposed full depth reconstruction area of the parking lot will be less than one acre. EDP has excluded stormwater design and permitting in this proposal.
- Any certifications requested of The Environmental Design Partnership, LLP by the Owner or third parties will be qualified or otherwise limited to the scope of service by The Environmental Design Partnership, LLP. Certifications will be based upon both known facts and observations or professional opinion and in no case shall certifications constitute a guarantee or warranty.

- Any and all plans or project documents provided to the Owner or Owner's Contractor prior to final municipal approval or agency review shall be considered preliminary and not to be used for construction or project budgeting. Only those plans bearing the signature and seal of the issuing professional and approving municipal entities shall be used for construction or project financing considerations;
- Owner or others shall furnish geotechnical reports necessary for the design of pavement and walks prior to the design and engineering of the site plan drawings. The Owner may at his option specify the pavement and walk design without the benefit of a geotechnical report, however, The Environmental Design Partnership, LLP will assume no responsibility for the pavement or walks.
- Owner shall be responsible for all application and review fees associated with municipal and agency approvals.
- Any work not specifically included in the Scope of Services is excluded.

SCHEDULE

EDP will adhere to the schedule maintained by Sage for deliverables.

FEE

EDP proposes to complete the above listed services for the following lump sum fees:

<u>Task</u>	<u>Lump Sum Fee</u>
Task 1 – Site Visit	\$ 500
Task 2 – 60% Design Documents	\$ 5,000
Task 3 - 100% Final Design Documents	\$ 8,000
Task 4 – Bid Assistance	\$ 500
Task 5 – Construction Administration	\$ 3,500

Please contact us at (518) 371-7621 if you have any questions or require any additional information. Thank you for your consideration and we look forward to working with you on this project.

Sincerely,

The Environmental Design Partnership, LLP



Brian P. Osterhout, P.E.

Architectural Resources

505 Franklin Street
Buffalo, New York 14202

716-883-5566
716-883-5569 fax
mail@archres.com

303 West 13th Street
New York, NY 10012

212-674-1457

Tuesday, May 21, 2019

Mr. David Layton, P.E., LEED AP
Sage Engineering Associates, LLP
1211 Western Avenue
Albany, NY 12203

Elevator Design Consultation Proposal Albany Airport Control Tower Renovation Project Design, Bid Phase & Construction Administration Services A|r Project p730.01

Dear David:

Thank you for the opportunity to submit a proposal to provide elevator design consultation services for the Albany Airport Control Tower Renovation Project.

Based on correspondence with Terry Britton, it is our understanding that Sage Engineering is the prime consultant, with Architectural Resources to provide Design, Bid & Construction Administration Phase Services for the full replacement of the existing elevator system as per Option 3 of the Albany International Airport Air Traffic Control Tower Building Assessment.

Scope of Services

Schematic Design

- Review existing as-built documents, and any available annual condition and maintenance survey reports or elevator related maintenance logs as provided by Albany County Airport Authority (ACAA).
- Review Albany International Airport Air Traffic Control Tower Building Assessment Report dated February 4, 2019, as submitted by Sage Engineering Associates, LLP.
- Perform a field investigation of existing elevator system conditions.
- Perform a code review for compliance with ASME A17.1 Safety Code for Elevators and Escalators – 2013.
- Establish elevator replacement recommendations and compare to the Kone recommendations included within the Albany International Airport Air Traffic Control Tower Building Assessment Report dated February 4, 2019.



Architectural Resources

505 Franklin Street
Buffalo, New York 14202

303 West 13th Street
New York, NY 10012

- Coordinate with Sage the elevator related mechanical, electrical, fire alarm and plumbing system modifications required.
- Provide an estimate of probable construction cost for the elevator system modernization.
- Attend a scope development presentation with Sage to review overall project and elevator replacement scope of work recommendations with ACAA.
 - Provide any supplemental information as requested by ACAA during scope development presentation.
- Design Development elevator scope of work shall be based on formal acceptance of project scope of work by ACAA.

Design Development Phase:

- Provide design coordination between elevator system and supporting mechanical, electrical, plumbing, fire alarm, and fire protection systems as required.
- Provide Design Development elevator design contract documents to Sage Engineers for incorporation into comprehensive Design Development package being submitted to ACAA.
- Assist Sage Engineering in developing the overall project scope of work to be utilized by Assist Albany County Airport Authority to develop Bid Document front end specifications.
- Perform elevator specific code compliance review and assist Sage Engineering in finalizing required code compliance documents as required.
- Coordinate review construction phasing/sequencing with Sage Engineering as required.
- Assist Sage Engineering in developing a Construction Safety and Phasing Plan (CSPP) as required.
- Assist Sage Engineering to develop a schedule of submittals, specific to the elevator system as required.
- Participate in quality assurance coordination conference calls as coordinated by Sage Engineering.
- Provide an estimate of probable construction cost for the elevator system modernization.
- Provide responses to ACAA / Sage Engineering's elevator related quality assurance review comments and incorporate into the Final Submission documents as required.

Construction Documents:

- Provide design coordination between elevator system and supporting mechanical, electrical, plumbing, fire alarm, and fire protection systems as required.
- Incorporate ACAA/Sage Design Development submission comments and the into final technical specifications and drawings.
- Submit stamped and signed drawings and technical specifications to Sage Engineering in preparing Bid Documents.



Architectural Resources

505 Franklin Street
Buffalo, New York 14202

303 West 13th Street
New York, NY 10012

- Provide an estimate of probable construction cost for the elevator system modernization.
- Participate in quality assurance coordination conference calls as coordinated by Sage Engineering.

Bid Phase:

- Respond to Requests for Information (RFI) as necessary.
- Prepare and distribute Addenda as necessary.
- Perform bid analysis and investigation/evaluation of bidders specific to the elevator system scope of work. Provide commentary and recommendations as required.

Construction Administration Phase:

- Attend construction kick off meeting.
- Review substitution requests, as requested.
- Perform shop drawing and submittal review.
- Issue Information Bulletins (IB's) as required.
- Review and respond to Request for Information (RFI).
- Review Field Orders and Change Orders as requested.
- Provide interpretations of Contract Documents as required.
- Perform one ea. VTE site observation visits during construction with associated site observation report.
- Perform one ea. VTE punch list visits with associated site observation report.



Fee

Our proposed fee for the above services is:

Design, Bid Phase & Construction Administration Services

Twenty-Three Thousand Nine Hundred Twenty-Five Dollars (\$23,925) LS

(Please refer to A|r Fee Estimate Worksheets for labor hours for each respective phase.)

Please do not hesitate to contact me should you have any questions.

Sincerely,

Douglas M. Scheu AIA LEED AP
Principal

Enclosure: A|r Fee Estimate Worksheets dated 05/21/2019
CC: red file

Architectural Resources Fee Estimate Worksheet

Project No. _____

Project Description: <i>(Project Title, Facility Name and Address)</i> Request For Fee Proposal Albany Airport - Control Tower Rehabilitation Albany Internatiopnal Airport Albany, NY	Consultant Name and Address: Architectural Resources 505 Franklin St Buffalo, NY 14202	Date: 5/21/2019 Phase: Design Phase Agency: Albany Airport Authority Prepared By: Douglas M. Scheu
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Breakdown of Tasks

Instructions: Please provide a separate task breakdown as specified in the Scope of Services. (See SAMPLE BDC 65 worksheet.)

Task Description	Employee Hours per Task									Total Hours	
	Employee Title	Principal	Elevator Specialist III	Elevator Specialist II	Architect III	Architect II	Designer III	Designer II	Designer I		
Design Development Phase											
Project Coordination				2.00							2.00
Code Review				2.00							2.00
Research & Design				4.00					2.00		6.00
Drawings				4.00					32.00		36.00
Estimate				3.00							3.00
Technical Specifications				16.00					2.00		18.00
Consultant Coordination				2.00							2.00
Interim QA's		1.00		2.00							3.00
Review & Respond To Client Comments				2.00					1.00		3.00
Total Employee Hours		1.00		37.00					37.00		75.00
x Hourly Rate		\$80.77	\$72.50	\$51.66	\$42.60	\$38.46	\$33.65	\$28.75	\$28.33		
Total Direct Cost		\$80.77		\$1,911.42					\$1,048.21		\$3,040.40
									x Multiplier		2.71
Total Personnel Days	9.375								Total Consultant Labor		\$8,239.48

Reimbursable Expenses: (when required)

	No.	Contract Rate
Mileage: Estimate miles at Contract rate <i>(over 35 miles one way)</i> .		miles @ \$0.57
Lodging: At Contract per diem rates <i>for the location of the facility</i> .		night(s) @ \$150.00
Meals: At Contract per diem rates <i>for the location of the facility</i> .		overnight(s) @ \$60.00
Other Allowable Expenses: Identify expenses below.		
A.		
B.		
C.		
		Total Reimbursable Expenses
		Total Fee
		\$8,239.48

Architectural Resources Fee Estimate Worksheet

Project No. _____

Project Description: <i>(Project Title, Facility Name and Address)</i> Request For Fee Proposal Albany Airport - Control Tower Rehabilitation Albany International Airport Albany, NY	Consultant Name and Address: Architectural Resources 505 Franklin St Buffalo, NY 14202	Date: 6/4/2019
		Phase: Bid Phase
		Agency: Albany Airport Authority
		Prepared By: Douglas M. Scheu

Breakdown of Tasks

Instructions: Please provide a separate task breakdown as specified in the Scope of Services. (See SAMPLE BDC 65 worksheet.)

Task Description	Employee Hours per Task									Total Hours
	Employee Title	Principal	Elevator Specialist III	Elevator Specialist II	Architect III	Architect II	Designer III	Designer II	Designer I	
Bid Phase										
Bid Management/Coordination										
Pre-Bid Walkthrough										
Reviewing Bidders Questions				2.00					1.00	3.00
Addenda				2.00					1.00	3.00
Bid Analysis and Recommendation Letter				2.00						2.00
Total Employee Hours				6.00					2.00	8.00
x Hourly Rate		\$80.77	\$72.50	\$51.66	\$42.60	\$38.46	\$33.65	\$28.75	\$28.33	
Total Direct Cost				\$309.96					\$56.66	\$366.62
									x Multiplier	2.71
Total Personnel Days	1								Total Consultant Labor	\$993.54

Reimbursable Expenses: *(when required)*

No. Contract Rate

Mileage: Estimate miles at Contract rate <i>(over 35 miles one way)</i> .		miles @	\$0.57		
Lodging: At Contract per diem rates <i>for the location of the facility</i> .		night(s) @	\$150.00		
Meals: At Contract per diem rates <i>for the location of the facility</i> .		overnight(s) @	\$60.00		
Other Allowable Expenses: Identify expenses below.					
A.					
B.					
C.					
				Total Reimbursable Expenses	
				Total Fee	\$993.54

AGENDA ITEM NO. 10.2

**Construction Contract: Authorization to
Award Construction Contract 946-E
Runway 10-28 and Taxiway C
Edge Lighting Replacement
to DLC Electric, Inc.**

REVISED HAND-OUT:

AGENDA ITEM NO: 10.2

MEETING DATE: June 10, 2019

**ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION**

DEPARTMENT:

Planning and Engineering

Contact Person:

John LaClair, P.E., Airport Engineer

ACAA Approved
contingent upon
engineer's review
and recommendation.
06/10/2019

PURPOSE OF REQUEST:

Construction Contract:

*Authorization to Award Construction Contract 946-E
Runway 10-28 and Taxiway C Edge Lighting Replacement to
DLC Electric, Inc.*

CONTRACT AMOUNT:

Base Amount \$2,639,379.31

BUDGET INFORMATION:

Federal Airport Improvement Program

Anticipated in Current ALB Capital Plan: Yes J No NA

Funding Account No.: CPN 2214

AWARD CONDITIONS MET:

Apprenticeship N/A DBE Y MWBE N/A

Service Disable Veteran Owned Business (SDVOB) N/A

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal 90%* State 5%* Airport 5%*

Term of Funding: 2019-2020

Grant No.: 3-36-0001-xx-19 STATE PIN: pending

JUSTIFICATION:

Request to award Contract 945-E for Runway 10-28 and Taxiway C Edge Lighting Replacement programmed under the Federal FFY 2019 Airport Improvement Program passenger entitlement program, to qualified low bidder DLC Electric, Inc of Troy, NY for \$2,639,379.31 Base Bid. The contract work includes the removal of the existing edge lights and replacement with LED edge lights, including new conduit and wiring. Award contingent upon FAA concurrence.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

REVISED HAND-OUT:

AGENDA ITEM NO: 10.2

MEETING DATE: June 10, 2019

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

PROCUREMENT DEPARTMENT APPROVAL:

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

BACK-UP MATERIAL:

Please refer to the attached Contract 946-E Bid Table, Bid Offering and C & S Engineer's Letter of Recommendation for Award.

CONTRACT #946-E

Runway 10-28 and Taxiways C, H, J, K & N Edge Lighting Systems Replacement

Company Name	Stilsing Electric, Inc.	O'Connell Electric Co.	DLC Electric LLC	George J. Martin & Son	Kasselman Electric Co.	Kobo Utility Const. Corp
Addendum #1	X	X	X	X	X	
Addendum #2	X	X	X	X	X	
Lump Sum Bid	\$2,274,166.00	\$4,997,416.00	\$2,639,379.31	\$3,873,801.00	\$7,498,410.00	\$4,205,340.00
Bid Bond	5%	5%	5%	5%	5%	5%
Board of Directors	X	X			X	X
Non-Collusion	X	X	X		X	X
Qualification Questionnaire	X	X	X		X	X
Acknowledgment	X	X	X		X	X

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

Albany Airport Authority Purchasing Department

Bobbi Matthews
 Bobbi Matthews
 Purchasing Agent

Sworn to before me this 27th day of May 2019

Jennifer A. Munger
 Notary Public

JENNIFER A. MUNGER
 Notary Public, State of New York
 No. 01MU6246332
 Qualified in Schenectady County
 Commission Expires Aug. 08, 2019

ALBANY COUNTY AIRPORT AUTHORITY
INVITATION FOR BID

Sealed bids are hereby requested by the Albany County Airport Authority for **Contract No. 946-E for the Construction of the Runway 10-28 And Taxiway “C,H, J, K, & N” Edge Lighting Systems Replacement Project at Albany International Airport.** The proposed project generally includes the demolition of the existing edge lighting system, installation of new runway and taxiway edge lights, conduits, pull boxes, wind cones, runway guard lights and cable. DOCUMENTS MAY BE OBTAINED beginning at 10:00 AM on **May 2, 2019**, from Bid Net Direct by visiting www.bidnetdirect.com//albany-county-airport-authority or AT THE ALBANY COUNTY AIRPORT AUTHORITY PURCHASING OFFICE for a non-refundable fee of \$75.00. No bid shall be considered unless the organization making the bid has first obtained a copy of the IFB. This project has a Disadvantage Business (DBE) goal of 7.4%. In accordance with State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between the Airport Authority and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers by this solicitation through final award and approval of the Procurement Contract by the Authority (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is Bobbi Matthews, Purchasing Agent. Authority employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found by request to the designated staff and the New York State Office of General Services Advisory Council on Procurement Lobbying Web site at: <https://www.ogs.ny.gov/acpl/> . A non-mandatory pre-bid meeting will be held on **May 15, 2019 at 10:00 A.M.** in the Albany County Airport Authority Conference Room, located in the Administration Building, Second Floor at Albany International Airport. Only those bids in the hands of the ALBANY COUNTY AIRPORT AUTHORITY, PURCHASING OFFICE, ADMINISTRATION BUILDING, ROOM 204, SECOND FLOOR, ALBANY, NEW YORK 12211 available to read at **10:00 A.M. (EST) May 29, 2019**, shall be considered. Bids shall be opened read aloud at such time in the Albany County Airport Authority Conference Room, Administration Building, Second Floor, Room 202, Albany, New York. All interested parties may attend. DBE RESPONSES ARE ENCOURAGED.

AGENDA ITEM NO. 10.3

**Purchase Order: Purchase of Two (2)
Airport Shuttle Buses**

AGENDA ITEM NO: 10.3
MEETING DATE: June 10, 2019

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

DEPARTMENT:

Contact Person: *William J. O'Reilly, CFO*

ACAA Approved
06/11/2019

PURPOSE OF REQUEST:

Purchase Order: Purchase of Two (2) Airport Shuttle Buses

CONTRACT AMOUNT:

Total Contract Amount: *\$131,590 (w/Options & Accessories)*

BUDGET INFORMATION:

Anticipated in Current ALB Capital Plan: Yes / No NA

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal State Airport 100%* NA
Funding Source: 2190-Capital Equipment

* May be reimbursed from available bond proceeds.

JUSTIFICATION:

Authorization is requested to purchase two (2) passenger shuttle buses from Creative Bus Sales of Chino, California, under competitively awarded contract awarded by the State of Georgia. The request is being made for the purchase of two unleaded gas powered buses at a combined cost of \$131,590. These buses will replace the two older buses that have reached the end of their service life which is generally about eight years. These buses are configured for 13 passengers including two wheel chairs (11+2 seating). Delivery is expected in 2019 as lead time is six months.

This purchase is from a competitively awarded contract by another public entity as provided for in the Authority's Procurement Guidelines. The contract was awarded by the State of Georgia.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES / NA

Purchase order will apply New York Terms and Conditions to Purchase.

AGENDA ITEM NO: 10.3
MEETING DATE: June 10, 2019

PROCUREMENT DEPARTMENT APPROVAL:

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

BACK-UP MATERIAL:

*List of Current Shuttle Bus Fleet.
Written quote from dealer along with the list of options.
Procurement Document from State of Georgia.*

Shuttle Bus Information 2019

P12 – 2011, unleaded fuel, Out of Service.

P13 – 2013, CNG, mileage approximately 174,332, seats 14 passengers (modified seating 12/15)

P14 – 2013, CNG, mileage approximately 187,897, seats 14 passengers (modified seating 12/15)

P15 – 2014, CNG, mileage approximately 149,759, seats 13 passengers, Handicap accessible.

P16 – 2014, CNG, mileage approximately 147,422, seats 14 passengers (modified seating 12/15)

P17- 2017, CNG, mileage approximately 41,304, , seats 13 passengers, Handicap accessible.

P18 – 2011, CNG, mileage approximately 221,750, seats 13 passengers, Handicap accessible.

P19- 2017, CNG, mileage approximately 41,208, , seats 13 passengers, Handicap accessible.

P2 – 2012 Chevy Extended van, mileage approximately 27,229.

6/4/2019

State of Georgia - DOAS Contract

Contract: 99999-001-SPD0000138-594315

Preparer: Mike Shultz

CATEGORY

Unit Price

5: Light Transit/Shuttle Buses (Cutaways)

Line #: 5-7: 25 Ft. Light Transit Vehicle - 14,500 GVWR Min HF
 Vehicle: Elkhart Coach EC-II Floorplan 900-07-0017

Bid Price: \$52,297.00
Vehicle Attributes: \$0.00
Vehicle Required Options: \$0.00
Other Available Options: \$4,415.00
Unpublish Option: \$9,083.00

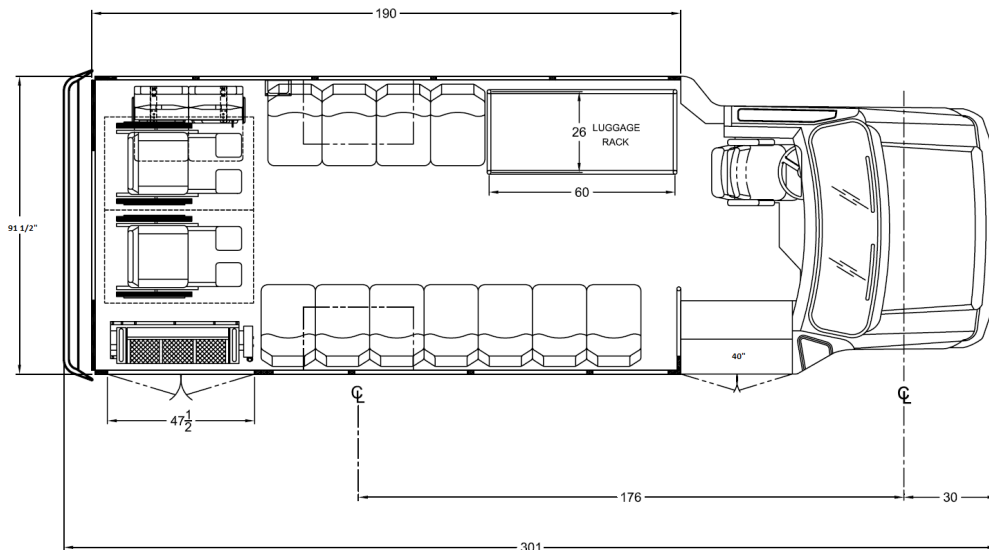
Base Model Info:	Vehicle Length	Lift Position	Wheelchair positions	Number of Passenger Seating
	25'	N/A	0	20

Adjusted Model Info:	Vehicle Length	Lift Position	Wheelchair positions	Number of Passenger Seating
	25'	Rear	2	13

Delivery Miles:
Delivery: \$0.00
Total per Unit: \$65,795.00
Quantity: 2
Total: **\$131,590.00**

Proposal For:	Albany International Airport		
Contact:	Chris Pasquini		
Delivery Address:	130 Sicker Rd.	Albany	NY 12110
Office:	518-242-2379	Mobile:	
Email:	cpasquini@albanyairport.com		

Floorplan





Vehicle Attributes

QUANTITY	LINE #	ATTRIBUTE CATEGORY	ATTRIBUTE DESCRIPTION	CREDIT VALUE	CREDIT AMOUNT
1	1	Engine	FORD 6.8L SEFI Triton V10	\$0.00	\$0.00
1	2	Transmission (CAT 3 EXEMPT)	Ford 6SPD Auto OD	\$0.00	\$0.00
1	3	Wheels and Tires	Wheel 16"x 6", TireLT225/75R16	\$0.00	\$0.00
1	5	Bumpers	FORD OEM and Elkhart Coach std Steel	\$0.00	\$0.00
1	8	Brake System	Hydro-Boost with anti-lock	\$0.00	\$0.00
1	10	Cooling System	FORD OEM	\$0.00	\$0.00
1	11	Alternator (CAT 3 EXEMPT)	SC6 225 Amperes- Ford	\$0.00	\$0.00
1	12	Steering	Ford Gear Asembly	\$0.00	\$0.00
1	13	Propshaft/Driveshaft	FORD OEM	\$0.00	\$0.00
1	14	Axles	FORD OEM	\$0.00	\$0.00
1	17	Body Style	ELKHART COACH STANDARD	\$0.00	\$0.00
		Total			\$0.00

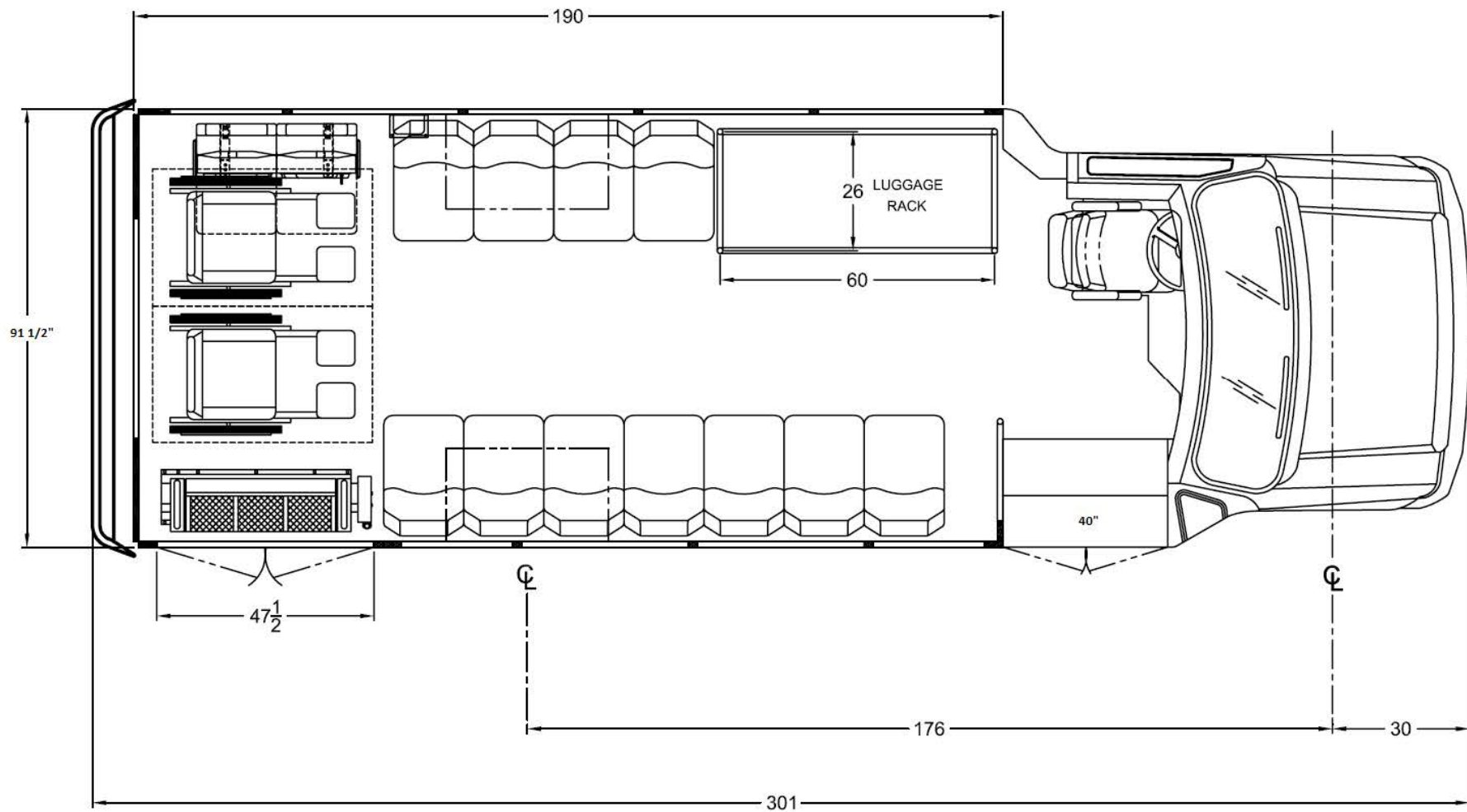
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QUANTITY	LINE#	DESCRIPTION	PRICE	EXT. PRICE
1	1	Seon SYSTEM, TL-HD TROOPER Up to 4 Cameras Installed	\$3,950.00	\$3,950.00
1	2	LIGHTS - EXTERIOR, SET OF (2) 7" ROUND LED RED LIGHTS MOUNTED ON UPPER	\$156.25	\$156.25
1	3	BRAUN - CENTURY NCL1000(F)IB3454-2 LIFT, 43" FMVSS403 34" X 54" PLATFORM,	\$3,437.50	\$3,437.50
1	4	AIR CONDITIONING - ACC R237316, 70K BTU, 23023 EVAP, 25073 CONDENSER,	\$1,950.00	\$1,950.00
14	5	Level 4 Fabric	\$48.75	\$682.50
10	6	SEAT - MID-HIGH, RIGID, DBL	-\$321.25	-\$3,212.50
5	7	SEAT - LO-BACK, RIGID, DBL	\$281.25	\$1,406.25
1	8	SEAT - LO-BACK, RIGID, SGL	\$155.00	\$155.00
1	9	SEAT- HANDI-FLIP, DBL	\$331.25	\$331.25
2	10	Q'STRAIANT - "QRT" DELUXE SYSTEM WITH L-TRACK Q-8100-A1-L	\$487.50	\$975.00
1	11	W/C DOOR PKG - DBL DOORS w/ 1 WINDOW EACH, 1 INTERIOR LIGHT, 2 EXTERIOR	\$987.50	\$987.50
1	12	MIRRORS - EXTERIOR HEATED/REMOTE, ROSCO	\$791.25	\$791.25
1	13	LUGGAGE RACK - 60" LENGTH w/ 2 SHELVES	\$631.25	\$631.25
1	14	LIGHT - RUNNING LIGHTS - DAYTIME	\$62.50	\$62.50
1	15	LIGHT - BRAKE, LED, REAR CENTER MOUNTED	\$26.25	\$26.25
1	16	ROOF HATCH - LOW PROFILE ECONO SAFETY VENT, (TRANSPEC #1975)	\$243.75	\$243.75
1	17	DOOR - ELECTRICAL POWERED ENTRY, 43" WIDTH	\$611.25	\$611.25
		TOTAL - Less Dealer/Manufacture Discount = \$13,185 - \$4,102.00 =		\$9,083.00
		PRESENTED OF BASE		17%

Other Available Options



QUANTITY	LINE#	OPTION CATEGORY	OPTION DESCRIPTION	PRICE	EXT. PRICE
1	1	Body/chassis upgrades	Chassis wheel base modification to accommodate lift	\$382.00	\$382.00
1	5	Body/chassis upgrades	Body modification to accommodate wheelchair lift	\$1,531.00	\$1,531.00
1	17	Tire & Wheel Cover Options	Valve Extension-Inner Dual Wheel (Per Pair)	\$61.00	\$61.00
1	53	Door Options	Door-Electrical Powered Entry, 43" Width	\$748.00	\$748.00
1	55	Door Options	Door-Padded Header at Entry Door	\$15.00	\$15.00
1	56	Door Options	Door-Easy Access Panel Over Entry Door with	\$30.00	\$30.00
1	66	Window Options	Roof Hatch-Low Profile Econo Safety Vent,	\$298.00	\$298.00
1	86	Heating Options	Heater-65K BTU Rear w/ Circulating Pump	\$684.00	\$684.00
1	107	Audio-Video Options	Radio-Sony AM/FM/CD/Clock w/ 4 Internal	\$405.00	\$405.00
1	122	Lighting Options-Exterior	Light-Brake, LED, Rear Center Mounted	\$32.00	\$32.00
1	126	Lighting Options-Exterior	Light-Running Lights-Daytime	\$76.00	\$76.00
1	140	Interior Options	Overhead Storage-Front Cap	\$153.00	\$153.00
		Total			\$4,415.00



EC-II

Proudly built by Elkhart Coach



A DIVISION OF FOREST RIVER



Creative Bus Sales
800.326.2877
CreativeBusSales.com

FORD EC-II STANDARDS AND OPTIONS

STANDARD CHASSIS FEATURES

- Ford E-450 & E-350 DRW Cut-Away Chassis
- Electronic 5-Speed Automatic Transmission
- 55 or 40 Gallon Fuel Tank
- Ford V-10 6.8L Gas Engine
- Ford V-8 5.4L Gas Engine
- OEM Installed Dash Air Conditioning & Heat
- 225 or 155 Amp Alternator
- 138", 158", 176", 186" or 190" Wheelbases
- Heavy Duty Engine Cooling Package
- Chrome Front Bumper & Grill
- 14,500, 12,500 & 11,500 GVWR
- Dual Electric Horns
- Driver Air Bag
- Heavy Duty Suspension
- Power Steering/Brakes
- LT225 / 75RX16E Tires
- Dual 650 CCA Batteries
- Tilt Steering Wheel/Cruise Control
- Dual Beam Headlights

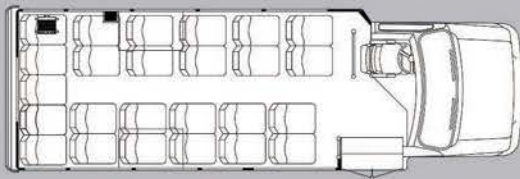
STANDARD BODY FEATURES

- FMVSS Certified
- STURAA Tested for 7 Years/200,000 Miles
- Insulated Roof & Exterior Walls
- Mor-View Right Side Cab Window
- Smooth Rubber Floor w/ Ribbed-Rubber Aisles
- Rear ABS Fender Flares
- Powder Coated Rear Steel Bumper

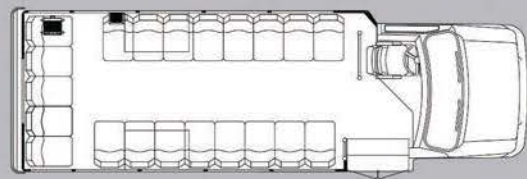
- Rear Mud Flaps
- Entrance Door & Driver Modesty Panels
- All Aluminum Sidewalls and Skirts
- Dual Drive Shaft Guards
- Entry Door Assist Handles
- Fully Welded Unitized Steel Cage Body Structure
- Undercoating
- Swing-A-Way Exterior Flat Mirrors with Integrated Convex Panels
- Drip Rail Over Passenger Windows & Entry Doors
- White or Yellow Step Nosing – All Entry Steps
- Color/Function Coded Wiring Harness
- Laminated Steel Reinforced Composite Construction
- Master Electronic Printed Circuit Control Panel
- Emergency Side Egress Windows
- Stylized ABS Rear Trim
- 91" Interior Width & 77" Headroom
- Large 36" x 36" & 24" x 36" Upper T-Slider Windows
- 22" x 64" Rear Egress Window
- Single Piece Seamless FRP Roof
- Smooth FRP Interior Walls
- FRP Ceiling

POPULAR OPTIONS

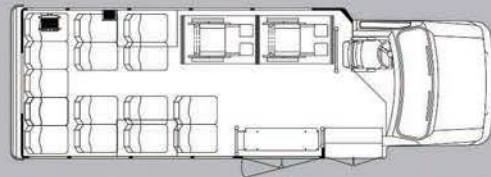
- Rear Heat System
- Front and Side Destination Signs
- Mor/Ryde Suspension
- Individual Reading Lights
- Spare Tire & Wheel
- Interior Luggage Rack
- Interior Convex Mirror
- Back-Up Alarm
- Overhead Luggage Racks
- Exterior Rear Center Mount Brake Light
- Rear Luggage Compartment
- Ceiling Grab Rails
- AM/FM Radio w/ CD Player
- "Flat Floor" (No Wheel Well Risers)
- DVD Player w/ Flip Down Monitor
- Heated/Remote Exterior Mirrors
- High-Back or Mid-High Seats with Armrests
- Front Mud Flaps
- Ground Plane For Two-Way Radio Installation
- Paging System
- Rear Emergency Door with Ajar Package
- LED Interior & Exterior Lighting
- Rear A/C System
- Roof Escape Hatch
- Stainless Steel Wheel Inserts
- ADA Mobility Compliance Package
- All FRP Exterior
- Driver Running Board
- Electric Entry Door



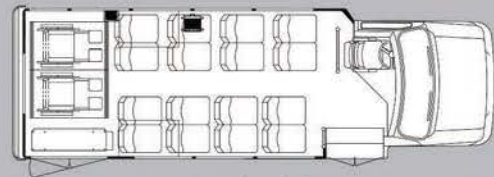
25 Passenger - Forward Facing Seating



21 Passenger Perimeter Seating



15 Passenger - 2 Wheelchairs - Front Lift



16 Passenger - 2 Wheelchairs - Rear Lift



YOUR DEALER



Creative Bus Sales
800.326.2877
CreativeBusSales.com

Forest River, Inc. 55470 C.R. 1 Elkhart, IN 46515-3030
574.389.4600 www.forestriverinc.com www.forestriveraccessories.com



State of Georgia

STATEWIDE CONTRACT

DEPARTMENT OF ADMINISTRATIVE SERVICES

Electronic Request for Proposals (“eRFP”)

Event Name: Public Mass Transit & Transportation Vehicles and Related Equipment and Accessories

eRFP (Event) Number: 99999-SPD-SPD0000138

1. Introduction

1.1. Purpose of Procurement

Pursuant to the State Purchasing Act (Official Code of Georgia Annotated §§50-5-50 et seq.), this electronic Request for Proposal (“eRFP”) is being issued to establish one or more statewide contracts, with one or more qualified Suppliers, to provide Public Mass Transit & Transportation Vehicles and Related Equipment and Accessories. This eRFP is being conducted by the Department of Administrative Services, through its State Purchasing Division, (hereinafter, “DOAS”). The resulting statewide contract(s) will be a “Convenience” source for all State of Georgia governmental entities subject to the State Purchasing Act, including but not limited to certain state offices, agencies, departments, boards, bureaus, commissioners, institutions and colleges and universities. The statewide contract(s) will also be available on a convenience basis to other Governmental entities such as state authorities, local government, municipalities, cities, townships, counties and other political subdivisions of the State of Georgia. All entities authorized to utilize the resulting statewide contract(s) shall be referred to collectively as “Authorized Users.”

The purpose of this solicitation is to establish a comprehensive supply base capable of providing an extensive variety and quantity of commuter buses, transit buses, electric buses, mobility vans, cutaway shuttle, trolleys and other related vehicles that meet varying levels/types of requirements as set forth by local, state and/or federal transit organizations. Specifically, in response to this solicitation, Suppliers are afforded the opportunity to propose vehicles for purchase by Authorized Users that use state/local funds exclusively as well as Authorized Users that receive financial assistance (grants) from the U.S. Department of Transportation’s Federal Transit Administration (FTA). The sale of public transit vehicles to Authorized Users that are funded in whole or in part by grants from the FTA are subject to unique requirements, certifications and terms/conditions for third party contracts and as detailed in the FTA Master Agreement (**Attachment L**), FTA Requirements and Clauses (**Attachment M**), FTA Required Certification Forms (**Attachment N**) and the FTA Form CER 6 (**Attachment O**).

This solicitation is designed to structure a contract(s) that will provide Authorized Users considerable flexibility in purchasing transit vehicles and related equipment/accessories by establishing an “ala carte menu” style ordering process similar to the General Services Administration (GSA) federal schedule. Public mass transit vehicles made available for purchase pursuant to any resultant contract(s) will be based on two (2) primary purchase types; vehicle purchased by Authorized Users with federal grants (FTA grantees) that are compliant with FTA regulations or “FTA Compliant” and vehicles purchased by Authorized Users without federal grants or “FTA Non-Compliant”. For purposed of this solicitation, DOAS has separated transit vehicles into three (3) distinct product categories (1) Buses, (2) Cutaways and (3) Vans. Specific vehicle types within each category have been further classified into subcategories based on vehicles with common distinctions and/or applications as described in the table below (Exhibit A).

Exhibit A: Public Mass Transit & Transportation Product Categories

CATEGORY - BUSES	
SUB CATEGORY	DESCRIPTION
COACH	A type of bus used for transporting passengers on excursions and on longer-distance intercity bus service between cities. Coaches often have a luggage hold that is separate from the passenger cabin and can be equipped with facilities required for longer trips, including comfortable seats and sometimes a toilet. A bus with front door only, separate luggage compartments, and usually with restroom facilities and high-backed seats for use in high-speed long-distance service. Usually 30-45 foot or longer, with only forward-facing, reclining seats. Most noted for being the vehicles of choice for the intercity bus industry. These buses can be made wheelchair accessible.

TRANSIT	A bus with front and center doors, normally with a rear-mounted engine, low-back seating, and without luggage compartments or restroom facilities for use in frequent stop service. This is what is used most typically on fixed route systems. A 30 foot -45 foot is the common type bus used in larger systems. The average life expectancy of transit bus chassis is about 12 years. It is common for the engine and other equipment to be rebuilt a number of times.
TROLLEY	A bus with an exterior (and usually an interior) designed to look like a streetcar from the early 1900s. They usually hold 20 to 40 passengers.
ELECTRIC	Any bus in Categories 1, 2, & 3 powered solely by electricity.
CATEGORY - CUTAWAYS	
SUB CATEGORY	DESCRIPTION
LIGHT TRANSIT	A specially-made body placed on a Ford or Chevy "cutaway" truck (not van) chassis with a gross vehicle weight rating (GVWR) of 9,500 to 19,500 . The chassis is made by Ford, or Chevy, but the bodies are manufactured by companies such as Champion, Collins, Diamond, El Dorado etc. They have walk-in, front entry doors and a center aisle, but they have various wheelbases, with interiors tall enough to allow a person to stand and four- across seating. When equipped to handle 24 or more passengers, an extra rear axle, referred to as a "tag axle," is usually added by the manufacturer.
MEDIUM TRANSIT	A specially-made body placed on a Ford or Chevy "cutaway" truck (not van) chassis with a gross vehicle weight rating (GVWR) of 22,000 to 26,000 . The chassis is made by Ford, or Chevy, but the bodies are manufactured by companies such as Champion, Collins, Diamond, El Dorado etc. They have walk-in, front entry doors and a center aisle, but they have various wheelbases, with interiors tall enough to allow a person to stand and four- across seating. When equipped to handle 24 or more passengers, an extra rear axle, referred to as a "tag axle," is usually added by the manufacturer.
CATEGORY - VANS	
SUB CATEGORY	DESCRIPTION
MOBILITY	A standard factory-built van that has been significantly altered by a specialty retrofitter after leaving the van maker's factory. These retrofitters remove the seats and the top half of the van. Among the features are an extended height roof, a specific wheelchair entry door, a front entry door with a convenient low step for ambulatory passengers, and new seating with a center aisle. The conversion van has three-across seating: two-person seats on the driver's side and one-person seats on the other. The usual configuration is 8 ambulatory seats and one wheelchair tie down.
OTHER	<u>Regular Van</u> : A factory-built 12- or 15-passenger vehicle (including the driver) that is manufactured by Ford, GM or Chrysler. These vehicles have side passenger doors and can be retrofitted with wheelchair lifts and must meet ADA requirements. The usual life expectancy of vans ranges from about 125,000 to 150,000 miles. <u>Minivan</u> : A factory-built vehicle designed to be something between a car and a van. Examples are the Dodge Caravan and Chevy Astro. They hold seven passengers, including the driver. A wheelchair minivan is one which has gone through an extensive after factory conversion. The firms performing this after-factory work raise the roofs and literally drop the floor of the minivans.

1.2. Estimated Spend

DOAS has determined through spend analysis encompassing fiscal years 2013 through 2016 (01 July 2012 through 30 June 2016) that Authorized Users spend on average approximately \$9.24M annually on public transit vehicles (Non-FTA - \$4.84M and FTA Compliant- \$4.40M) as outlined in this eRFP. This historical spend is based on purchasing activity by Authorized Users across the state associated with two (2) statewide contracts for the purchase of Non-FTA compliant vehicles, in addition to various separate local government entity agreements/contracts for the purchase of FTA compliant vehicles. It should be noted that the \$13.1M spend (Non-FTA) in FY 2015 in the Transit Bus Cutaway Category, reflects a single purchase by Metropolitan Atlanta Rapid Transit Authority (MARTA). The following chart depicts total spend by fiscal year based on the purchase type (FTA Compliant, Non-FTA Compliant) and product subcategory:

Non FTA	FISCAL YEAR				
CATEGORY	2013	2014	2015	2016	GRAND TOTAL
COACH	N/A	N/A	N/A	N/A	N/A
TRANSIT BUS	N/A	N/A	N/A	N/A	N/A
TRANSIT BUS CUTAWAY	\$ 1,515,692	\$ 2,041,378	\$ 13,184,059	\$ 2,626,585	\$ 19,367,714
GRAND TOTAL	\$ 1,515,692	\$ 2,041,378	\$ 13,184,059	\$ 2,626,585	\$ 19,367,714
FTA	FISCAL YEAR				
CATEGORY	2013	2014	2015	2016	GRAND TOTAL
COACH	\$1,721,000	N/A	\$2,745,178	\$0	\$4,466,178
TRANSIT BUS	\$1,109,000	\$2,531,794	\$4,377,000	\$3,245,000	\$11,262,794
TRANSIT BUS CUTAWAY	\$675,774	\$240,000	\$300,000	\$320,000	\$1,535,774
MOBILITY VAN	\$170,000	\$170,000	\$0	\$0	\$340,000
GRAND TOTAL	\$3,675,774	\$2,941,794	\$7,422,178	\$3,565,000	\$17,604,746
FTA & Non FTA	COMBINED SPEND FISCAL YEARS 13-16				\$36,972,460

Of particular note, is the fact that while total spend for all transit vehicles remained somewhat steady in fiscal years 2013 & 2014 at around \$5M, spend increased substantially; to \$6M by FY2016. Spend totals for FY2015 are considered “uncharacteristic” of a typical year and were widely influenced by a larger than normal increase in an asset modernization project by Metropolitan Atlanta’s Rapid Transit Authority (MARTA). The rise in spend on statewide contracts during typical years can be most closely associated with an increase marketing efforts and closer relationship with professional public transportation organizations. While DOAS does not currently have insight into causes for shifts in spending patterns associated with FTA Compliant vehicles, the chart below contains the list Georgia Transit Agencies that historically purchase FTA compliant vehicles, and are expected to comprise a substantial portion of the expanded customer base of Authorized Users that will make purchases from any resultant contract(s):

Transit Agencies in Georgia		
i	ALBANY TRANSIT SYSTEM	ALBANY GA
S	METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY	ATLANTA GA
e	AUGUSTA RICHMOND COUNTY TRANSIT DEPARTMENT	AUGUSTA GA
R	METRA TRANSIT SYSTEM	COLUMBUS GA
F	CHATHAM AREA TRANSIT AUTHORITY	SAVANNAH GA
P	WINNETT COUNTY BOARD OF COMMISSIONERS	LAWRENCEVILLE GA
S	HALL AREA TRANSIT	GAINESVILLE GA
e	MACON-BIBB COUNTY TRANSIT AUTHORITY	MACON GA
e	GEORGIA REGIONAL TRANSPORTATION AUTHORITY	ATLANTA GA
K	CITY OF ROME TRANSIT DEPARTMENT	ROME GA
S	COBB COUNTY DEPARTMENT OF TRANSPORTATION AUTHORITY	MARIETTA GA
t	DOUGLAS COUNTY RIDESHARE	DOUGLASVILLE GA
	ATHENS TRANSIT SYSTEM	ATHENS GA
	MARIETTA - VPSI, INC.	MARIETTA GA
C	CLAYTON COUNTY BOARD OF COMMISSIONERS	JONESBORO GA
O	CHEROKEE COUNTY BOARD OF COMMISSIONERS	CANTON GA

combine the requirements of the existing statewide contracts and numerous state/local entity level agreements under a single statewide contract with one or more Suppliers. Although award of this contract does not

guarantee any specific volume of sales from Authorized Users, Awarded Supplier(s) can expect significant sales volume based on historical spending patterns (outlined above) and the expanded (1) customer base and (2) product offerings, in addition to other enhancements/additions planned for any resultant contract(s). Therefore, in response to this eRFQ, DOAS expects to receive substantially discounted pricing that takes into consideration the large purchasing base of Authorized Users, additional efficiencies afforded from the consolidation of procurement and administrative processes under a single contractual umbrella, expanded product offerings and other enhancements. Lastly, anticipated growth in sales is expected because the Awarded Supplier(s) of any resulting statewide contract will receive maximum exposure of their service offerings through Team Georgia Marketplace (the State's e-Procurement Solution) and an increased emphasis on collaborative marketing efforts of the Supplier(s) and the State Purchasing Division.

1.3. eRFP Certification

Pursuant to the provisions of the Official Code of Georgia Annotated §50-5-67(a), DOAS certifies the use of competitive sealed bidding will not be practicable or advantageous to the State of Georgia in completing the acquisition described in this eRFP. Thus, electronic competitive sealed proposals will be submitted in response to this eRFP.

This eRFP is being sourced through an electronic sourcing tool approved by the Department of Administrative Services (“DOAS”) and all Suppliers’ responses must be submitted electronically in accordance with the instructions contained in Section 2 “Instructions to Suppliers” of this eRFP. Electronic competitive sealed proposals will be administered pursuant to the Georgia Electronic Records and Signature Act. Please note electronic competitive sealed proposals meet the sealed proposal requirements of the State of Georgia, an electronic record meets any requirements for writing, and an electronic signature meets any requirements for an original signature.

1.4. Overview of the eRFP Process

The objective of the eRFP is to select one or more qualified Suppliers to provide the product/services outlined in this eRFP to Authorized Users. This eRFP process will be conducted to gather and evaluate responses from Suppliers for potential award. All qualified Suppliers are invited to participate by submitting responses, as further defined below. After evaluating all responses received prior to the closing date of this eRFP and following negotiations (if any) and resolution of any contract exceptions, the preliminary results of the eRFP process will be publicly announced, including the names of all participating Suppliers and the evaluation results. Subject to the protest process, final contract award(s) will be publicly announced thereafter.

NOTE TO SUPPLIERS: The general instructions and provisions of this document have been drafted with the expectation that DOAS may desire to make one award or multiple awards per line item. For example, this document contains phrases such as “statewide contract(s)” and “award(s)”. Please refer to Section 6.7 “Selection and Award” for information concerning whether DOAS will make one award, multiple or split awards, or reserves the right to make either depending on the proposal responses received.

1.5. Schedule of Events

The schedule of events set out herein represents DOAS’ best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the solicitation closing date (date proposals are due) will be publicly posted prior to the closing date of this eRFP. After the close of the eRFP, DOAS reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award and the statewide contract term on an as needed basis with or without notice.

Description	Date	Time
Release of eRFP	12/20/2016	N/A

Offerors' Conference Location: Department of Administrative Services State Purchasing Division 200 Piedmont Ave., 18th Floor, Conference Room 1816A, West Tower Atlanta, GA 30334 Attendance is: Optional Note: Suppliers will have the ability to log on to the webinar/go to meeting for the Offerors conference	01/05/2016	10:00 a.m. ET
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	01/12/2016	5:00 p.m. ET
Responses to Written Questions	(01/18/2016)	5:00 p.m. ET
Proposals Due/Close Date and Time	(02/07/2016)	5:00 p.m. ET
Proposal Evaluation Completed (on or about)	2 to 3 Weeks after Closing	TBA
Negotiations Invitation Issued (emailed) (on or about); discretionary process	2 to 3 Weeks after Closing	TBD
Negotiations with Identified Suppliers (on or about); discretionary process	3 to 4 Weeks after Closing	TBD
Final Evaluation (on or about)	5 to 6 Weeks after Closing	TBD
Finalize Contract Terms	6 to 8 Weeks after Closing	TBD
Notice of Intent to Award* [NOIA] (on or about)	8 to 10 Weeks after Closing	TBD
Notice of Award [NOA] (on or about)	10 calendar days after NOIA	TBD

1.6. Official Issuing Officer

Billy Gilbert
 Telephone: 404-657-4277
billy.gilbert@doas.ga.gov

1.7. Definition of Terms

Please review the following terms:

Buy America Rule - The "Buy America Requirements" Regulation, Title 49 of the Code of Federal Regulations, Part 661.

Component - Any article, material, or supply, that is directly incorporated into an end product at the final assembly location.

DOAS – the Georgia Department of Administrative Services

DOT - The United States Department of Transportation

Final assembly - The bringing together of a significant number of individual components for the purpose of creating an end product.

FTA - Federal Transit Administration, an agency of DOT

FTA Compliant Vehicle – A vehicle that meets all FTA and Federal requirements to include Buy America Requirements that qualify the recipient to receive FTA funds

FTA Non- Compliant Vehicle – A vehicle that does not meet all FTA and Federal requirements to include Buy America” requirements and that does not qualify the recipient to receive FTA funds

Manufacture - The transformation of a component or group of subcomponents for the purpose of adding value to, improving, or creating a functionally different component.

Performance test - An operational test for the vehicle when it is tested on an actual track to evaluate its performance.

Post-delivery - The period during the procurement process beginning with the signing of a formal contract with the selected supplier. It includes the period of vehicle manufacturing, inspection, testing, and delivery. It ends with title transfer or the placement of the vehicles into revenue service, whichever is first.

Pre-award - The period during the procurement process before the recipient enters into a formal contract with the supplier.

Pre-Award and Post-Delivery Rule - The "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases" Regulation, Title 49 of the Code of Federal Regulations, Part 663.

Purchaser - The recipient.

Recipient - A receiver of Federal financial assistance from the FTA.

Review - An analysis conducted by the recipient that will result in a file containing the necessary certifications of compliance, including the Buy America certification, purchaser's requirements certification, and Federal Motor Vehicle Safety Standards (FMVSS) certification.

Rolling stock - Transit vehicles, such as buses, vans, cars, railcars, locomotives, trolley cars and buses, ferry boats, and vehicles used on guideways and incline planes.

Subcomponent - Any article, material, or supply that is one step removed from a component.

Supplier(s) – company (ies) desiring to or currently doing business with the State of Georgia

Any special terms or words which are not defined in this eRFP document or Attachment B, “Special Term Definitions”, may be identified separately in one or more attachments to the eRFP. Please download, save and carefully review all documents in accordance with the instructions provided in Section 2 “Instructions to Suppliers” of this eRFP.

1.8. Contract Term

The initial term of the statewide contract(s) is one (1) calendar year from the date of execution. DOAS shall have four (4), one (1) year options to renew, which options shall be exercisable at the sole discretion of DOAS. Renewal will be accomplished through the issuance of a Notice of Award Amendment. In the event that the statewide contract, if any, resulting from the award of this eRFP shall terminate or be likely to terminate prior to the making of an award for a new contract; DOAS may, with the written consent of the awarded Supplier, extend the statewide contract for such period of time as may be necessary to permit the State’s continued supply of the identified products and/or services. The statewide contract may be amended in writing from time to time by mutual consent of the parties. Unless this eRFP states otherwise, the resulting award of the statewide contract does not guarantee any specific volume or a commitment of funds.

2. Instructions to Suppliers

By submitting a response to the eRFP, the Supplier is acknowledging that the Supplier:

1. Has read the information and instructions,
2. Agrees to comply with the information and instructions contained herein.

2.1. General Information and Instructions

2.1.1. Team Georgia Marketplace™ Registration System

DOAS requires all companies and/or individuals interested in conducting business with the State of Georgia to register in the State's web-based registration system, through Team Georgia Marketplace™. Registration is free and enables the registering company to gain access to certain information, services and/or materials maintained in Team Georgia Marketplace™ at no charge to the registering company. All registering companies must agree to be bound by the applicable terms and conditions governing the Supplier's use of Team Georgia Marketplace™. In the event DOAS elects to offer certain optional or premium services to registered companies on a fee basis, the registered company will be given the opportunity to either accept or reject the service before incurring any costs and still maintain its registration. Companies may register at:

<https://saofn.state.ga.us/psp/sao/SUPPLIER/ERP/?cmd=login>

2.1.2. Restrictions on Communicating with Staff

From the issue date of this eRFP until the final award is announced (or the eRFP is officially cancelled), Suppliers are not allowed to communicate for any reason with any State staff except through the Issuing Officer named herein, or during the Offerors' conference, or as defined in this eRFP or as provided by existing work agreement(s). Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment or otherwise. DOAS reserves the right to reject the proposal of any Supplier violating this provision.

2.1.3. Submitting Questions

All questions concerning this eRFP must be submitted in writing via email to the Issuing Officer identified in Section 1.6 "Issuing Officer" of this eRFP. No questions other than written will be accepted. No response other than written will be binding upon the State. All Suppliers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Suppliers are cautioned that DOAS may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this eRFP must be submitted in the following format:

Company Name

Question #1, Question narrative, *Citation of relevant section of the eRFP*

Question #2, Question narrative, *Citation of relevant section of the eRFP*

Do not use the comments section of the Sourcing Event to submit questions to the Issuing Officer.

2.1.4. Attending Bidders/Offerors' Conference

The Offerors' Conference or any other information session (as indicated in the schedule of events) will be held at the offices referred to in Section 1.5 "Schedule of Events" of this eRFP. Attendance is optional (not mandatory); although Suppliers are strongly encouraged to attend. The Supplier is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. DOAS reserves the right to consider any representative arriving late to be "not in attendance." Therefore, all Suppliers are strongly encouraged to arrive early to allow for unexpected travel contingencies.

2.1.5. State's Right to Request Additional Information - Supplier's Responsibility

Prior to award, DOAS must be assured that the selected Supplier(s) has all of the resources to successfully perform under the statewide contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the ongoing needs of the State, financial resources sufficient to complete performance under the statewide contract, and experience in similar endeavors. If, during the evaluation process, DOAS or the State's evaluation team is unable to assure itself of the Supplier's ability to perform, if awarded, DOAS has the option of requesting from the Supplier any information deemed

necessary to determine the Supplier's responsibility. If such information is required, the Supplier will be so notified and will be permitted approximately seven (7) business days to submit the information requested.

2.1.6. Failing to Comply with Submission Instructions

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the eRFP will not be considered. Suppliers' responses must be complete in all respects, as required in each section of this eRFP.

2.1.7. Rejection of Proposals; State's Right to Waive Immaterial Deviation

DOAS reserves the right to reject any or all Supplier responses, to waive any irregularity or informality in a Supplier's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the State of Georgia. It is also within the right of DOAS to reject responses that do not contain all elements and information requested in this eRFP. A Supplier's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the eRFP requirements, which determination will be made by DOAS on a case-by-case basis.

2.1.8. State's Right to Amend and/or Cancel the eRFP

DOAS reserves the right to amend this eRFP prior to the end date and time. Any time a change is made to the eRFP, the eRFP will be temporarily "un-posted" from the Team Georgia Marketplace™ to permit changes to be made. Then, once the revision is complete, a new "version" of the eRFP will be posted to the Team Georgia Marketplace™. The eRFP will possess the same solicitation number; however, the eRFP will contain a new version number. By submitting a response, the Supplier shall be deemed to have accepted all terms and agreed to all requirements of the eRFP (including any revisions/additions made in writing prior to the close of the eRFP whether or not such revision occurred prior to the time the Supplier submitted its response) unless expressly stated otherwise in the Supplier's response. THEREFORE, EACH SUPPLIER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED eRFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE SUPPLIER'S RESPONSE PRIOR TO THE CLOSE OF THE eRFP. Suppliers are encouraged to frequently check the GPR for additional information. Finally, DOAS reserves the right to cancel this eRFP at any time.

2.1.9. Protest Process

Suppliers should familiarize themselves with the procedures set forth in Chapter 6 of the *Georgia Procurement Manual*.

2.1.10. Costs for Preparing Proposals

Each Supplier's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the Supplier's response and participating in the procurement process (including the protest process) is the Supplier's sole responsibility. The State will not provide reimbursement for such costs.

2.1.11. ADA Guidelines

The State of Georgia adheres to the guidelines set forth in the Americans with Disabilities Act. Suppliers should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Offerors Conference. The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

2.1.12. Public Access to Procurement Records

Solicitation opportunities will be publicly advertised as required by law and the provisions of the *Georgia Procurement Manual*. The State Purchasing Act delays the release of certain procurement records in the event the public disclosure of those records prior to the State's public announcements of the results of a solicitation would undermine the public purpose of obtaining the best value for the State such as cost estimates, proposals/bids, evaluation criteria, Supplier evaluations, negotiation documents, offers and counter-offers, and certain records revealing preparation for the procurement. The State Purchasing Act requires bids and proposals to be available for public inspection, upon request, within one business day of the State's posting of the Notice of Intent to Award (or the Notice of Award in the event the State does not issue the Notice of Intent to Award). Audited financial statements not otherwise publicly available but required to be submitted in the proposal or offer shall not be subject to public disclosure. The State is allowed to assess a reasonable charge to defray the cost of reproducing documents. A state employee should be present during the time of on-site inspection of documents. PLEASE NOTE: Even though information (financial or other information) submitted by a Supplier may be marked as "confidential", "proprietary", ...etc., the State will make its own determination regarding what information may or may not be withheld from disclosure.

2.1.13. Registered Lobbyists

By submitting a response to this eRFP, the Supplier hereby certifies that the Supplier and its lobbyists are in compliance with the Lobbyist Registration Requirements in accordance with the *Georgia Procurement Manual*.

2.2. Submittal Instructions

Listed below are key action items related to this eRFP. The Schedule of Events in Section 1.5 identifies the dates and time for these key action items. This portion of the eRFP provides high-level instructions regarding the process for reviewing the eRFP, preparing a response to the eRFP and submitting a response to the eRFP. Suppliers are required to access, print and utilize the training materials identified in Section 2.2.1 "Team Georgia Marketplace™" of this eRFP to ensure the Supplier successfully submit a response to this eRFP.

2.2.1. eRFP Released

The release of the eRFP is formally communicated through the posting of this eRFP as an event in the Team Georgia Marketplace™ and by a public announcement posted to the Georgia Procurement Registry, which is accessible online as follows:

http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp .

This eRFP is being conducted through Team Georgia Marketplace™, an online, electronic tool, which allows a Supplier to register, logon, select answers and type text in response to questions, and upload any necessary documents. Team Georgia Marketplace™ permits a Supplier to build and save a response over time until the Supplier is ready to submit the completed response. Each Supplier interested in competing to win a contract award must complete and submit a response to this eRFP using Team Georgia Marketplace™. Therefore, each Supplier MUST carefully review the instructions and training information from the following link for a comprehensive overview of the functionality of Team Georgia Marketplace™:

<http://doas.ga.gov/state-purchasing/purchasing-education-and-training/supplier-training>

2.2.2. eRFP Review

The eRFP (or "Sourcing Event") consists of the following: this document, entitled "Electronic Request for Proposal (eRFP), Public Mass Transit & Transportation Vehicles and Related Equipment and Accessories (**Attachment A**), and any and all information included in the Sourcing Event, as posted online on Team Georgia Marketplace™, including any and all documents provided by DOAS as attachments to the Sourcing Event or links contained within the Sourcing Event or its attached documents.

Please carefully review all information contained in the Sourcing Event, including all documents available as attachments or available through links. Any difficulty accessing the Sourcing Event or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.6) and/or the Help Desk (Section 2.2.8). Attached documents may be found as follows:

1. First, documents may be provided at the “header” level of the Sourcing Event. Please select “View/Add General Comments & Attachments”, which appears at the top of the screen of the Event under the “Event Details” Section. Next, by selecting “View Event Attachments”, the Supplier may open and save all of the available documents. In this location, the Supplier is most likely to find this document (Statewide eRFP Document) as well as the worksheets referenced in Section 4 “eRFP Proposal Factors”, such as the Program Requirement Document, Supplier General Information Worksheet, Mandatory Response Worksheet, the Mandatory Scored Requirements, and the Additional Scored Responses. Please thoroughly review all provided attachments.
2. Second, documents may also be provided at the “line detail” level of the Event. Please navigate to “Step 2: Enter Line Bid Responses”, which appears towards the bottom of the screen of the Sourcing Event. Please access any provided documents as follows:
 - a. First Method:
 - i. To the right of each line appearing under Step 2, the Event contains a “Bid” link. By selecting the “Bid” link, the Supplier will navigate to a new page of the Event.
 - ii. On this new page, the Supplier can select “View/Add Question Comments and Attachments” to locate attached documents.
 - b. Second Method:
 - i. To the right of each line appearing under Step 2, the Event contains a “Line Comments/Files” icon (appears as a bubble with text). By selecting the “Line Comments/Files” icon, the Supplier will navigate to a new page of the Event.
 - ii. On this new page, the Supplier can locate attached documents.

In this location, the Supplier is also most likely to find the cost worksheet (as defined by Section 5 “Cost Proposal”) as well as any other documents related to the identified line items. Please thoroughly review all provided attachments.

2.2.3. Preparing a Response

As noted earlier, Team Georgia Marketplace™ allows the Supplier to answer questions by entering text and numeric responses. In addition, as noted in Section 2.2.4 “Uploading Forms”, the Supplier may also provide information by uploading electronic files. When preparing a response, the Supplier must consider the following instructions:

1. Use the provided worksheets to prepare your response. Enter your responses directly into the worksheet. Unless otherwise directed, do not insert “see attached file” (or similar statements) in the worksheet to reference separate documents.
2. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
3. Proofread your response and make sure it is accurate and readily understandable.
4. Label any and all uploaded files using the corresponding section numbers of the eRFP or any other logical name so that DOAS can easily organize and navigate the Supplier’s response.
5. Use caution in creating electronic files to be uploaded. If DOAS is unable to open an electronic file due to a virus or because the file has become corrupted, the Supplier’s response may be considered incomplete and disqualified from further consideration.
6. Use commonly accepted software programs to create electronic files. DOAS has the capability of viewing documents submitted in the following format: Microsoft Word or WordPad, Microsoft Excel, portable document format file (PDF), and plain text files with the file extension noted in parentheses (.txt). Unless the eRFP specifically requests the use of

another type of software or file format than those listed above, please contact the Issuing Officer prior to utilizing another type of software and/or file format. In the event DOAS is unable to open an electronic file because DOAS does not have ready access to the software utilized by the Supplier, the Supplier's response may be considered incomplete and disqualified from further consideration.

7. Continue to save your response until the response is ready to be submitted. Select the "Save for Later" button at the top of the page under "Event Details" of the Event.

2.2.4. Uploading Forms

Once the Supplier is ready to upload electronic files (completed forms or worksheets, product sheets, etc.), please follow the directions within the eRFP to upload these documents in the proper location. There are three places to upload completed documents:

1. First, the "View/Add General Comments & Attachments" link contains a place for the Supplier to upload all of the documents and worksheets which were provided by DOAS under the "View Event Attachments" link. Once the Supplier has completed the Event Attachments, the Supplier can then select "Add New Attachments" to upload the completed documents. The Supplier can upload as many documents as necessary in this section of the Sourcing Event.
2. Second, the Supplier can also upload documents in response to each question or bid factor which appears on the main page of the Sourcing Event, which appears below the "View/Add General Comments & Attachments" link of the Sourcing Event. To the right of each question or bid factor, the Supplier can select the "Add Comments or Attachments" link to either enter a written response or upload an electronic document in response to the question or bid factor. After selecting "Add Comments or Attachments", the Supplier should select "Upload" under the "Add New Attachments" section to browse and upload an electronic file.
3. Third, the Supplier can also upload documents in the bottom portion of the Sourcing Event where pricing is requested. After selecting the comment bubble icon, the Sourcing Event allows the Supplier to select "Upload" in order to include an attachment as part of the Supplier's response. In the alternative, the Supplier can also select the link "Bid", which also appears to the right of any line items provided in the "Enter Line Bid Responses" portion of the Event. After selecting the "Bid" link, the Supplier can select "View/Add Question Comments and Attachments" to upload a document.

2.2.5. Reviewing the Response Prior to Submission

Each Supplier is responsible for ensuring all questions have been answered appropriately and that all necessary documents have been uploaded. Prior to final submission of your response, please review the following checklist:

1. Please review and confirm that the Supplier has answered all questions appropriately. Many questions require a "yes" or "no" response. Please ensure that the correct response has been selected.
2. Please review and confirm that the most competitive response has been provided.
3. Please confirm that all necessary files have been uploaded.
4. Please select the "Validate Entries" button under "Event Details" at the top portion of the Event. While the "Validate Entries" feature cannot verify whether the Supplier has attached files, attached the correct files, or entered the correct responses, the "Validate Entries" feature will alert the Supplier if one or more questions in the "Event Questions" section of the Event have not been answered. The "Validate Entries" feature is a useful tool; however, it is no substitute for careful preparation and review by the Supplier. The State will not consider the Supplier's use of the "Validate Entries" feature as an excuse for an error committed by the Supplier in the preparation of their response.

2.2.6. Submitting the Completed Response/Bid

Once the completed response has been reviewed by the Supplier, click the "Submit Bid" button at the top of the page under the "Event Details" section of the Event. Any information entered by a Supplier into Team Georgia Marketplace™ but not submitted prior to the submission deadline will not be released to DOAS and will not be considered for award. Only after the Supplier selects the "Submit Bid" button, will the response to the eRFP be sent electronically, time stamping the Supplier's response and sending a confirmation email to the email address of the Supplier. Please note that submission is not instantaneous; therefore, each Supplier must allow ample time for its response to be submitted prior to the deadline.

2.2.7. Reviewing, Revising or Canceling a Submitted Response

After the response has been submitted, the Supplier may view and/or revise its response by logging into Team Georgia Marketplace™ and selecting the eRFP event number and the "View/Edit" feature for the Supplier's previous response. Please take note of the following:

1. REVIEW ONLY. In the event the Supplier only wishes to view a submitted response, the Supplier may select "View/Edit". Once the Supplier has finished viewing the response, the Supplier may simply exit the screen. DO NOT SELECT "Save for Later". Team Georgia Marketplace™ recognizes any response placed in the "Save for Later" status as a work in progress and withdraws the originally submitted bid. As a result, unless the Supplier selects "Submit" prior to the closing date and time, no response will be transmitted through the system.
2. REVIEW AND REVISE. In the event the Supplier desires to revise a previously submitted response, the Supplier may select "View/Edit" and then revise the response. If the revisions cannot be completed in a single work session, the Supplier should save its progress by selecting "Save for Later." Once revisions are complete, the Supplier MUST select "Submit" to submit its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the Supplier temporarily losing a connection to the Internet.

AS EACH SUPPLIER IS SOLELY RESPONSIBLE FOR RESUBMITTING ITS RESPONSE PRIOR TO THE eRFP CLOSE DATE AND TIME TO ENSURE THE RESPONSE MAY BE CONSIDERED BY DOAS, PLEASE USE CAUTION IN DECIDING WHETHER OR NOT TO MAKE REVISIONS. The State will assume no responsibility for a Supplier's inability to correct errors or otherwise make revisions to the submitted response or the Supplier's inability to resubmit a response prior to the eRFP close date and time.

3. WITHDRAW/CANCEL. In the event the Supplier desires to revise a previously submitted response, the Supplier may select "View/Edit" and then select "Save for Later". Team Georgia Marketplace™ recognizes any response placed in the "Save for Later" status as a work in progress and **withdraws the originally submitted bid**. As a result, unless the Supplier selects "Submit" prior to the closing date and time, no response will be transmitted through the system. In the event a Supplier desires to withdraw its response after the closing date and time, the Supplier must submit a request in writing to the Issuing Officer.

2.2.8. Help Desk Support

For technical questions related to the use of Team Georgia Marketplace™, Suppliers have access to phone support through the DOAS Customer Service Help Desk at 404-657-6000, Monday through Friday 8:00 AM to 5:00 PM excluding State Holidays or any other day state offices are closed such as furlough days or closings in response to inclement weather. Suppliers can also email questions to: ProcurementHelp@doas.ga.gov.

3. General Business Requirements

This section contains general business requirements. By submitting a response, the Supplier is certifying its agreement to comply with all of the identified requirements of this Section 3 and that all costs for complying with these general business requirements are included in the Supplier's submitted pricing.

3.1. Periodic Performance/Sales Reports

If selected for award, the Supplier shall submit the following management reports to the DOAS identified Contract Administrator. All reports shall be provided by the Supplier in electronic format. All electronic reports must be submitted in Microsoft Excel or Microsoft Access format. Reports should include the ability to sort/summarize by account. The Supplier agrees to provide all data requested in a flat file format as designated by DOAS' Contract Administrator.

Quarterly Sales Reports

Statewide sales by customer account number and type of customer: State Agency, Local Entity or Other, in addition (but not limited) to the following information: product number, product description, manufacturer name, NIGP code, merchandise class code/indicator, quantity ordered, list price, unit price, and total spend. The information must be provided in excel file format in accordance with **Attachment J**. Reports will be submitted quarterly in accordance with due dates established in the table in Section 3.5(a) of the eRFP.

Ad Hoc Report(s)

Supplier may be required to provide Ad Hoc reports to DOAS from time to time, based on unique data request associated with the sale of products/services awarded under any resultant contract. DOAS will work with the Supplier to identify the specific informational items needed and the physical format of the report.

3.2. Annual Business Review Meetings

If selected for award, the Supplier must participate in Business Review ("BR") meeting with DOAS at least annually. During the BR meetings, the Supplier will present a written and oral status to DOAS regarding all work orders/purchase orders (including date and value). The BR meeting will also focus on the status of service level agreements and key performance indicators agreed to by Supplier and DOAS. The BR meeting may involve, but not be limited to, the following: review of the Supplier's performance and submitted reports, identification of areas of improvement to be addressed, review of the previous quarter's sales statistics, strategies to grow sales volume, development/monitoring of a Supplier service "scorecard."

3.3. Virtual Catalog

Team Georgia Marketplace™ Virtual Catalog

In June 2008, DOAS entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable state customers to access a central online website to view and/or shop the goods and services available from existing statewide contracts as further described in that agreement. The central online website is referred to as Team Georgia Marketplace™ and the catalog site is referred to as the Virtual Catalog.

Supplier's Interface with the Virtual Catalog

To be eligible for contract award, the Supplier must agree to cooperate with DOAS and SciQuest (and any authorized agent or successor entity to SciQuest) in the event DOAS selects this statewide contract to be exhibited on the Virtual Catalog. At a minimum, the Supplier agrees to the following:

1. Supplier agrees, upon DOAS' written request, to deliver within thirty (30) days' of such request either (1) a hosted catalog or (2) punch-out catalog. Supplier will cooperate with DOAS and SciQuest to create a schedule to enable the integration of the Supplier's statewide contract offering into the Virtual Catalog within this thirty (30) day time period.
2. Supplier will join the SciQuest Supplier Network (SQSN) and will have the option of using the SciQuest's Supplier Portal to extract the Supplier's catalog and pricing, upload products, pricing and images into the SciQuest system, and view reports on catalog spend and product/pricing freshness. The Supplier can receive orders through electronic delivery or through low-tech options such as e-mail

- and fax. More information about the SQSN can be found at: www.sciquest.com or call the SciQuest Supplier Network Services team at 919-659-2152.
3. Supplier will support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by SciQuest for the Suppliers and are upgraded every year. The State of Georgia reserves the right to migrate to future versions of the UNSPSC and the Supplier will be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: <http://www.unspsc.org> and <http://www.unspsc.org/fags#How>.
 4. DOAS will decide which of the catalog structures (either hosted or punch-out as further described below) will be provided by the Supplier. Whether hosted or punch-out, the catalog must be strictly limited to the Supplier's awarded contract offering (e.g. products and/or services not authorized through the resulting statewide contract should not be viewable by User Agencies).
 - a. Hosted Catalog. By providing a hosted catalog, the Supplier is providing a list of its products/services and pricing in an electronic data file in a format acceptable to SciQuest, such as Tab Delimited Text files. In this scenario, the Supplier must submit updated electronic data from time to time to DOAS to maintain the most up-to-date version of its product/service offering under the statewide contract in the Virtual Catalog.
 - b. Punch-Out Catalog. By providing a punch-out catalog, the Supplier is providing its own online catalog, which must be capable of being integrated with the Virtual Catalog as follows: Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Supplier ensures its online catalog marketplace is up-to-date by periodically updating the offered products/services and pricing listed on its online catalog. If awarded multiple contracts, Supplier agrees to maintain a single Punchout site and be able to provide the appropriate contract id on each item returned to SciQuest. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item.
 5. Minimum Requirements: Whether the Supplier is providing a hosted catalog or a punch-out catalog, the Supplier agrees to meet the following requirements:
 - a. Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Supplier is authorized to provide in accordance with the statewide contract; and
 - b. The accuracy of the catalog must be maintained by Supplier throughout the duration of the statewide contract between the Supplier and DOAS; and
 - c. The Catalog must include a State-specific contract identification number; and
 - d. The catalog must include detailed product/service line item descriptions; and
 - e. The catalog must include pictures when possible;* and
 - f. The catalog must include any additional DOAS content requirements.**
 6. Revising Pricing and Product Offerings: Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products/services, altered SKUs, ... etc.) must be pre-approved by DOAS and will be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no statewide contract showcased in the Virtual Catalog may include price changes on a more frequent basis than once per quarter. The following conditions apply with respect to hosted catalogs:
 - a. Updated pricing files are required by the 1st of the month and will go into effect in the Virtual Catalog on the 1st day of the following month (i.e. file received on 12/01/13 would be effective in the Virtual Catalog on 01/01/14). Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/13 would be effect in the Virtual Catalog on 1/01/14).
 - b. DOAS-approved price changes are not effective until implemented within the Virtual Catalog. Errors in the Supplier's submitted pricing files will delay the implementation of the price changes in the Virtual Catalog.
 7. Supplier must be able to accept Purchase Orders via fax, e-mail, cXML or EDI INT AS 12.

- a. For Purchase Orders received via email, the Supplier must provide a dedicated email address (i.e. orders@company.com) that is monitored during normal business hours.
 - b. The Supplier is required to provide positive confirmation via phone or email within 24 hours of the Supplier's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Supplier must provide positive confirmation via phone or email on the next business day.
8. Supplier agrees that DOAS controls which contracts appear on the Virtual Catalog and that DOAS may elect at any time to remove any Supplier's offering from the Virtual Catalog.

*Details regarding the submission of image files and catalog content will be discussed during the enablement process; however, the following represents key information regarding the submission of product image files:

- o Provide URL links to the product images (preferred method) or actual image files (in gif, jpeg and other commonly used formats) for all of the items in the Supplier's catalog that will be hosted by the Virtual Catalog. These images are displayed to the customer directly in search results as well as in the product details window.
- o Provide the actual image files in a 'zip archive'. Please go to www.winzip.com to download the WinZip® application that is needed to create such an archive as well as additional details about using WinZip® application.
- o Provide only one image per product.
- o Color pictures are preferred; however, black and white pictures or drawings are acceptable if this is the current standard for the Supplier's business marketing.
- o Please note the Virtual Catalog prefers jpg format for image files (280X280 pixels) although images in many other formats are accepted.
 - When an image is in jpg format, it is resized to 280X280 pixels, if necessary, to maintain a consistent appearance for the Virtual Catalog.
 - When an image is in a format other than jpg, it will be converted to jpg and resized to 280X280 pixels to maintain a consistent appearance for the Virtual Catalog.
- o As products change, updated image files must be submitted to update the Virtual Catalog.
- o Provide a corporate logo image in the following sizes. Logo will be used for display on the Supplier/Contract profile.
 - o 30 pixels (H) x 70 pixels (W)
 - o 50 pixels (H) x 115 pixels (W)
 - o 300 pixels (H) x 200 pixels (W)

In rare instances where an image is not available, SciQuest and DOAS will work with the Supplier to determine the best solution for advertising the Supplier's offering.

** Existing Suppliers in the SQSN normally host one (1) general product catalog that is made available for all customers. This avoids duplication of effort for the Supplier and brings improvements to the catalog to all customers at once. It is rare that individual customers have needs that are not also required by others. SciQuest does not prohibit 'private' catalogs, but recommends review of requirements with the Supplier enablement consultants and the Suppliers in question first. Although Suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different Georgia agencies. For example, a Supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the person viewing the catalog.

In the event DOAS selects this statewide contract to be included on the Virtual Catalog, SciQuest's technical documentation will be provided to the Supplier after (1) the Supplier has been formally invited by DOAS to join the Virtual Catalog and (2) the Supplier has joined the SciQuest Supplier network and signed up for SciQuest's Supplier Portal. These services will be provided by SciQuest at no additional cost to the Supplier. Supplier agrees that Supplier's statewide contract pricing includes any and all costs to the Supplier in complying with these provisions.

The Board of Regents and select colleges currently maintain separate instances of certain statewide contracts through SciQuest. In the event Board of Regents or one or more colleges elects to publish the resulting statewide contract in the board/college's SciQuest catalog, the awarded Supplier agrees to work in good faith with the board/college to implement the catalog. DOAS does not anticipate that this will require additional efforts by the awarded Supplier; however, the Supplier agrees to take commercially reasonable efforts to enable such separate SciQuest catalogs or related integrations (i.e., electronic order submission, e-invoicing, ...etc.). Suppliers are welcome to submit questions regarding this requirement during the Q&A period and/or during the Offerors' Conference.

3.4. Administrative Fee

Pursuant to O.C.G.A. Section 50-5-51(10), DOAS has the authority to collect moneys, rebates, or commissions payable to the State that are generated by supply contracts established pursuant to O.C.G.A. Section 50-5-57. For this statewide contract, DOAS requires each Supplier to pay to DOAS an administrative fee on all sales pursuant to the resulting statewide contract. The administrative fee amount for this statewide contract is one percent (1%) EACH SUPPLIER MUST SUBMIT PRICING IN ITS COST PROPOSAL WHICH INCLUDES THE IDENTIFIED PERCENT ADMINISTRATIVE FEE (HEREINAFTER, "THE FEE") BUILT INTO THE SUBMITTED PRICING. All Suppliers must agree that the Fee will not be identified separately from the product and/or service pricing offered to Authorized Users wherever that pricing may appear (website, catalog, invoices, ...etc.). Section 3.4 (a) of the eRFP, which is incorporated in the State of Georgia Statewide Contract document, contains due dates for both quarterly sales report and administrative fees

- (3) The Quarterly Sales Report must be received by DOAS twenty (20) days after the end of the Fiscal Quarter through submission within the Supplier Portal of Team Georgia Marketplace, and the Fees must be received as a response to an invoice generated by DOAS between the time of receipt of the invoice and forty-five (45) days after the end of the fiscal quarter as defined by the table below."

<i>DOAS' Fiscal Quarters</i>	<i>Months</i>	<i>Supplier's Quarterly Sales Report Due Date</i>	<i>Supplier's Payment Due Date (In Response to DOAS generated Invoice)</i>
<i>Quarter 1</i>	<i>July 1st – September 30th</i>	<i>October 20th</i>	<i>November 15th</i>
<i>Quarter 2</i>	<i>October 1st – December 31st</i>	<i>January 20th</i>	<i>February 15th</i>
<i>Quarter 3</i>	<i>January 1st – March 31st</i>	<i>April 20th</i>	<i>May 15th</i>
<i>Quarter 4</i>	<i>April 1st – June 30th</i>	<i>July 20th</i>	<i>August 15th</i>
<i>of -----</i>	<i>-----</i>	<i>-----</i>	<i>30 calendar days following the termination of this Statewide Contract for any reason</i>

h state fiscal quarter as defined above, Supplier shall prepare the Quarterly Sales Report and submit the file through the Supplier Portal of Team Georgia Marketplace, including the Supplier's most up-to-date Invoice Contact Name (Billing Contact), Supplier Billing Address, and Supplier Billing E-Mail. In the event that no sales have occurred, the Supplier must complete and submit the Quarterly Sales Report, indicating that no sales have occurred, and submit the file through Supplier Portal of Team Georgia Marketplace. No later than the date identified above as the "Supplier's Payment Due Date" for each fiscal quarter, the Supplier shall remit a payment of fees to DOAS in response to a DOAS generated invoice, through one of the following methods"

- (1) **For Check payments (least preferred):** Supplier shall remit the check together with the Quarterly Sales Report to:

Department of Administrative Services
Finance & Administration Division

200 Piedmont Avenue, S.E.
Suite 1820, West Tower
Atlanta, Georgia 30334-9010

Supplier shall also submit a copy of the sales report to the address above and a second copy of the Quarterly Sales Report and evidence of payment to the DOAS Issuing Officer.

By submission of these reports and corresponding Supplier payments, Supplier is certifying their correctness.

- b. Auditing and Contract Close Out. All sales reports and Fee payments shall be subject to audit by the State. Supplier shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State and all Fees throughout the term of the statewide contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Supplier shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Supplier relating to orders, invoices or payments or any other documentation or materials pertaining to the statewide contract, wherever such records may be located during normal business hours. Supplier shall not impose a charge for audit or examination of the Supplier's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Supplier for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

In no event shall Supplier retain any amount of money in excess of the compensation to which Supplier is entitled and all Fees owed DOAS shall be paid within thirty (30) calendar days of termination of the statewide contract for any reason.

- c. Modifying or Canceling the Fee. DOAS reserves the right to modify and/or cancel the Fee at any time. Supplier shall immediately amend the statewide contract pricing to reflect any modification or cancellation of the Fee by DOAS. In addition, DOAS reserves the right to revise collection and reporting requirements in conjunction with implementation of an on-line procurement system.
- d. Late Payment Fee. In the event DOAS does not receive the Supplier's payment of the Fees on or before the Supplier's Payment Due Date, the parties agree the Supplier must pay DOAS interest on the overdue Fees at a rate of eighteen percent (18%) per annum. Interest will be calculated as follows:

$$\begin{aligned} &(\text{Administrative Fee Amount Due}) \times (18\%) = X \\ &X / 365 \text{ (366 for leap years)} = Y \\ &Y \times (\text{Number of Days Payment is Late}) = \text{Interest Owed} \end{aligned}$$

For the purposes of this provision, payment of the Fees shall be considered received by DOAS on (1) the date of DOAS' receipt of the EFT or credit card payment confirmation or (2) the date DOAS receives the envelope containing a check for the correct amount of the administrative fee. In the event the Supplier does not submit full payment of the Fees owed, interest shall only be applicable to the portion of the Fees which is outstanding. In the event the Supplier makes an error and overpays, the Supplier is responsible for alerting DOAS in writing of the Supplier's discovery of the overpayment. DOAS will confirm whether an overpayment has occurred and refund the overpayment amount to the Supplier no later than thirty (30) days' following DOAS' receipt of written notice of the overpayment. DOAS will have no responsibility for interest or any other fees with respect to Supplier's overpayment of Fees.

- e. Default. THE SUPPLIER'S RESPONSIBILITY TO COLLECT AND REMIT THE ADMINISTRATIVE FEE ON BEHALF OF DOAS IS A SERIOUS RESPONSIBILITY AS THE SUPPLIER IS HANDLING STATE FUNDS. Accordingly, failure to comply with these contractual requirements shall constitute grounds for declaring Supplier in default and recovering procurement costs from Supplier in addition to all outstanding Fees and interest.

3.5. Standard Insurance Requirements

If awarded a contract, the Supplier shall procure and maintain insurance which shall protect the Supplier and the State of Georgia (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the statewide contract attached to this solicitation throughout the duration of the statewide contract. The Supplier shall procure and maintain the insurance policies described below at the Supplier's own expense and shall furnish DOAS an insurance certificate listing the State of Georgia as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Supplier includes contractual liability coverage applicable to the statewide contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to DOAS.

The Supplier is required to maintain the following insurance coverage's during the term of the statewide contract:

- 1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Supplier qualifies to pay its own workers compensation claims.) In addition, the Supplier shall require all subcontractors occupying the premises or performing work under the statewide contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

Bodily injury by accident - per employee	\$100,000;
Bodily injury by disease - per employee	\$100,000;
Bodily injury by disease – policy limit	\$500,000.
- 2) Commercial General Liability Policy with the following minimum coverage:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
- 3) Automobile Liability:

Combined Single Limit	\$1,000,000
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- 4) Errors and Omissions Limit \$10,000,000
- 5) Commercial Umbrella Limit \$2,000,000

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to DOAS. Certificates of Insurance showing such coverage to be in force shall be filed with DOAS prior to commencement of any work under the statewide contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to DOAS, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of award, the awarded Supplier must procure the required insurance and provide DOAS with two (2) Certificates of Insurance. Certificates must reference the contract number. The Supplier's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

3.7. Proposal Certification

By responding to this solicitation, the Supplier understands and agrees to the following:

1. That this electronically submitted proposal constitutes an offer, which when accepted in writing by DOAS, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and DOAS; and
2. That the Supplier guarantees and certifies that all items included in the Supplier's response meet or exceed any and all of the solicitation's identified specifications and requirements except as expressly stated otherwise in the Supplier's proposal; and
3. That the technical and cost proposals submitted by the Supplier shall be valid and held open for a period of one hundred and twenty (120) days from the final solicitation closing date and that the proposals may be held open for a lengthier period of time subject to the Supplier's consent; and
4. That this proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. Supplier is REQUIRED to provide a completed Certificate of Non-Collusion (**Attachment R**) as part of their response to this eRFP and
5. That the provisions of the Official Code of Georgia Annotated, Sections 45-10, Article 2, Conflicts of Interest et seq. have not been violated and will not be violated in any respect.

4. eRFP Proposal (Bid) Factors

This section contains the detailed technical requirements, bid factors and related services for this Sourcing Event. Suppliers are required to download, complete and then upload the Worksheets titled "Mandatory Response Worksheet (**Attachment D**), Mandatory Scored Response Worksheet (**Attachment E**), and Additional Scored Response Worksheet (**Attachment F**) found as attachments in the Sourcing Event.

Unless requested otherwise, all responses must be provided within the Excel worksheets and not as a separately attached document. Except as otherwise indicated, all requested forms and documents must be submitted electronically via the sourcing tool as an uploaded document to the Supplier's response. These worksheets together with any and all other documents submitted in response to Section 4 of this eRFP will be considered the Supplier's technical proposal.

DOAS has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. DOAS will not tailor these needs to fit particular solutions Suppliers may have available; rather, the Suppliers shall propose to meet DOAS' needs as defined in this eRFP. All claims shall be subject to demonstration. Suppliers are cautioned that conditional proposals, based upon assumptions, may be deemed non-responsive.

4.1. Technical Proposal Introduction

All of the items described in this section are service levels and/or terms and conditions that the State expects to be satisfied by the selected Supplier(s). Each Supplier must indicate its willingness and ability to satisfy these requirements in the appropriate worksheets or as otherwise indicated.

4.2. Supplier General Information

This information is collected electronically through responses to Bid Factors in this eRFP.

4.3. Mandatory Requirements

Mandatory requirements are defined in one or more of the following ways:

- (1) Requirements stated in this eRFP document (reference Sections 2, 3 & 7)
- (2) Requirements contained in the Special Terms and Conditions Related to FTA Vehicles (**Attachment C**)
- (3) Requirement contained in the Mandatory Response Worksheet (**Attachment D**)
- (4) Requirements contained in the Mandatory Scored Response Worksheet (**Attachment E**)
- (5) FTA Master Agreement for FTA vehicles. (**Attachment L**)
- (6) FTA Requirements and Clauses for FTA vehicles. (**Attachment M**)

- (7) Other Bid Factors expressed as questions within the TGM Sourcing Event or otherwise stated in this Section

4.3.1. **Mandatory Response Worksheet**

Each Supplier must complete all of the requested information in the attached file entitled Mandatory Response Worksheet (**Attachment D**). As specified with each requirement listed in the Mandatory Response Worksheet, the Supplier must indicate whether their proposal meets the individual requirements by marking either a "YES" or "NO" in the response block provided. In addition to providing a "YES" or "NO" response, Suppliers may be required to provide supporting materials (i.e. affidavits, certifications, ...etc.) via attached files, as specified by each individual question/requirement. Suppliers are required to specify a filename in Column E of the worksheet to properly identify electronic files containing supporting materials/information provided in response to this eRFP. A Pass/Fail evaluation will be utilized for all mandatory requirements. Ordinarily, to be considered responsive, responsible and eligible for award, all questions identified as mandatory must be marked "YES" to pass. There may be a few instances in which a question within the Mandatory Response Worksheet queries whether a Supplier possesses a specific capability whereby a response of "YES" or "NO" is acceptable; and a "NO" response would not result in disqualification of the proposal. Additionally, there may be rare instances in which a response of "NO" is the correct and logical response in order to meet the mandatory requirement (e.g. responding "NO" that the Supplier does not possess any conflicts of interest). Otherwise, any mandatory questions marked "NO" can result in failure of the technical requirements and can result in disqualification of the proposal.

DO NOT INCLUDE ANY COST INFORMATION, FROM THE COST PROPOSAL, IN YOUR RESPONSE TO THIS WORKSHEET.

4.3.2. **Mandatory Scored Response Worksheet**

Each Supplier must complete all of the requested information in the attached file entitled Mandatory Scored Response Worksheet (**Attachment E**). As specified with each requirement listed in the Mandatory Scored Response Worksheet, the Supplier must indicate whether it will meet the individual requirement (if any) and provide supporting narrative response in the space provided. In addition to providing a narrative response, Suppliers may be required to provide supporting materials/information in the form of attachments, where applicable, as specified by each individual requirement. Suppliers are required to specify a filename in Column E of the worksheet to properly identify electronic files containing supporting materials/information provided in response to this eRFP. To be considered responsive, responsible and eligible for award, any and all requirements identified in the Mandatory Scored Response Worksheet must be met. There may be rare instances in which an item within the Mandatory Scored Response Worksheet does not create an individual requirement which must be met, but, instead, merely requires a response. The narrative responses provided in Attachment E, along with any required supporting materials, will be evaluated and awarded points in accordance with Section 6 "Proposal Evaluation, Negotiations and Award." Failure to satisfactorily meet the minimum standards of any mandatory scored requirement (evaluated score below acceptable or less than 50% of available points) may result in a Supplier's technical response being considered ineligible for award.

DO NOT INCLUDE ANY COST INFORMATION, FROM THE COST PROPOSAL, IN YOUR RESPONSE TO THIS WORKSHEET.

4.4. **Additional Scored Responses**

All items labeled "Additional Scored Responses" represent information that is requested but is not required by DOAS. Suppliers are strongly encouraged to provide a thorough narrative description in the space provided in the Additional Scored Response Worksheet (**Attachment F**). In addition to providing a narrative response, Suppliers may be required to provide supporting materials/information in the form of attachments, where applicable, as specified by each individual requirement. Suppliers are required to specify a filename in Column E of the worksheet to properly identify electronic files containing supporting

materials/information provided in response to this eRFP. Answers along with any requested supporting materials will be evaluated and awarded points in accordance with Section 6 “Proposal Evaluation, Negotiations and Award.”

DO NOT INCLUDE ANY COST INFORMATION FROM THE COST PROPOSAL IN YOUR RESPONSE TO THIS WORKSHEET.

4.5. Additional Information

As noted in Section 2.2.2 “eRFP Review”, please access and review all of the attachments provided by DOAS within the Event. If supplemental materials are requested by DOAS to be submitted by the Supplier as part of its response, the Supplier should upload these additional materials as noted in Section 2.2.4 “Uploading Forms”.

5. Cost Proposal

Each Supplier is required to submit cost/pricing in the Cost Workbook (**Attachment G**) as part of their response to this eRFP. Based on the two purchase types (FTA Compliant & FTA Non-Compliant) and three (3) general product categories (Buses, Cutaways & Vans), DOAS has classified sixty-five (65) different public transit and transportation vehicles types into eight (8) distinct subcategories as follows: Bus subcategories- (1) Coach, (2) Transit, (3) Trolley, (4) Electric; Cutaway subcategories- (5) Light Transit, (6) Medium Transit; Van subcategories- (7) Mobility and (8) Other. These specific vehicle line item were identified based on the types of vehicles either (1) purchased from the existing Statewide contract, (2) purchased from a local entity contract, or (3) not previously purchased but expected to be purchased in the future (i.e. Electric Vehicles). The cost workbook contains an instructions tab, glossary tab, line Item listing (vehicle type) tab and a bid start and summary tab, which are further described below:

- The Instructions Tab provides a step by step guide for completing the cost worksheet.
- The Glossary Tab provides a narrative description of column headings listed on pricing sheet as well as other definitions for key terms.
- The Vehicle Line Item Listing Tab provides a listing of the vehicles by category/subcategory and hyperlinks to specification documents for each vehicle type the State intends to make available for purchase pursuant to this eRFP.
- The Bid Start and Summary Tab
 - ✓ Provides a Navigation Menu for the Supplier to (1) Add a New Bid, (2) Delete a Bid or (2) Go to a Bid.
 - ✓ The “Add a New Bid” button provides the menu for Suppliers to build their list of proposed vehicles by selecting the (1) Category, (2) Subcategory, (3) Vehicle Line item, and (4) Purchase Type (FTA or non-FTA compliant). After selecting the vehicle criteria (items 1 -4), the “GO” button must be selected to generate the “price sheet” form, to be used by the Supplier to propose pricing and other descriptive information for each vehicle being proposed. Supplier must repeat this process for each additional vehicle line item being proposed.
 - ✓ The “Delete a Bid” and “Go To a Bid” buttons can be used to remove or jump to a specific price sheet that has been created.
 - ✓ Provides a summary listing of all vehicle line items proposed.

In order to be eligible for award, Supplier(s) must, AT A MINIMUM, submit proposed pricing for ALL REQUIRED pricing elements for at least one vehicle line item. Suppliers that submit proposed pricing on ALL REQUIRED pricing elements for MULTIPLE or ALL vehicle line items will be eligible for award at those respective levels. Specific instructions associated with proposed pricing for ALL individual price elements for vehicle line items are provided in Section 5.2 “Cost Structure and Additional Instructions”. The cost proposal will be evaluated and scored in accordance with Section 6 “Proposal Evaluation, Negotiations and Award”.

5.1. General Pricing Rules

By submitting a response, the Supplier agrees that they have read, understood, and will abide by the following instructions/rules:

- (1) The submitted pricing must include all costs of performing pursuant to any resulting statewide contract;
- (2) Bid proposals containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eRFP, will be treated as non-responsive and may not be considered for award;
- (3) The Supplier is required to provide a fixed unit price inclusive of all cost (i.e. profit, overhead, operating & administrative expenses, commissions, administrative fees, etc.) for each line item offered.
- (4) In the event there is a discrepancy between the Supplier's pricing as quoted on the uploaded, detailed cost worksheet, and the Supplier's pricing as quoted in one or more single line entries directly into TGM, the former shall govern; and
- (5) The prices quoted in the response shall be firm throughout the initial term of the resulting statewide contract, unless otherwise noted in the eRFP or statewide contract;
- (6) Any prompt/early payment discount(s) offered to the State will be based on payment within a 20 calendar day period commencing on the date of delivery/acceptance of vehicle(s) by the Authorized User.
- (7) Unless otherwise specified in the terms and conditions of a purchase order issued under any resultant contract, all product deliveries will be in accordance with the delivery rate per mile proposed in the Cost Worksheet.
- (8) Unless expressly permitted by the eRFP, Supplier cannot include provisions for assessing late or interest charges to Authorized Users under any resultant contract; Suppliers must "strike through" any such provisions in printed forms;
- (9) Provisions pertaining to pre-payment and/or progress payments, if any, shall be mutually agreed upon at the time of purchase between the Supplier and the Authorized User. All such provisions must be documented in the Authorized User purchase order.
- (10) Any Supplier provisions requiring payment from the Authorized User in less than thirty (30) days are not permitted. The 30-day period commences on the date of acceptance by the authorized user.
- (11) The State of Georgia is exempt from all State sales taxes and Federal excise taxes and no provision for such taxes should be included in the Supplier's response.

5.2. Cost Structure and Additional Instructions

DOAS' intent is to structure the cost format in order to facilitate comparison among all Suppliers and foster competition to obtain the best market pricing. Consequently, DOAS requires that each Supplier's cost be in the format provided in the Cost Workbook (**Attachment G**). Additional alternative cost structures will not be considered. Each Supplier is hereby advised that failure to comply with the instructions below, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the Supplier's response.

The primary cost structure for this eRFP is based on a firm fixed unit price for specific price elements associated with the sale of transit and transportation vehicles. There is, however, one price element that is based on a firm fixed discount percentage. Each individual vehicle pricing sheet contains the list of price elements that (1) are routinely purchased by Authorized Users throughout the state, (2) the State intends to make available for purchase pursuant to this eRFP and (3) will be used to evaluate the Supplier's cost proposal response. Specifically, each vehicle pricing sheet contains (1) specific price elements that are REQUIRED and WILL be used in the calculation of Total Evaluated Cost (Base Vehicle Price, Delivery Charge, Early Pay, Vehicle Required Options), (2) specific price elements that are REQUIRED and WILL NOT be used in the calculation of Total Evaluated Cost (Vehicle Attributes), and (3) price elements which are OPTIONAL and WILL NOT be used in the calculation of Total Evaluated Cost (Other Available Options). Several price elements (both required and optional) also require the Supplier to provide narrative product descriptions for vehicles (i.e. make & model), attributes and/or optional equipment/features being proposed. NOTE: At the top of each pricing sheet, the Supplier is required to enter the full legal COMPANY NAME exactly as it appears on the company's W-9 form in the space provided.

Enter all information directly into the price sheet forms. Enter dollar values as a “decimal number” to the nearest hundredth (two-place decimal), not “currency” and percentages as a “whole number” (no decimal places), not “percentage” or other format unless otherwise stated (ROUNDING OF NUMBERS WILL NOT BE CONSIDERED). That is, omit percent symbols, dollar signs, commas, and any other non-essential symbols (e.g., \$7.90 should be entered as 7.90 and 10% should be entered as 10). Enter “0” if there is no charge/discount. Cells left blank will be interpreted as “NO OFFER”. Prices must be based on U.S. dollars unless otherwise stated.

Download the Cost Workbook, and follow the instructions in the Instructions Tab. Complete a vehicle price sheet for all vehicles for which the Supplier desires to make available for sale under any resultant contract and then upload the Cost Workbook (single excel file) by following the instructions in Section 2.2.4, “Uploading Forms” of this eRFP.

5.2.1 Mass Transit Vehicles

Based on historical purchasing habits and need assessment surveys of Authorized Users, the State has identified sixty-five (65) vehicle line items to be made available for sale pursuant to this eRFP. These vehicle line items were derived based on an analysis of the types of mass transit vehicles frequently purchased by Authorized Users and are representative of the types of vehicles that have been purchased in substantial quantity as compared to other vehicles available within the industry. For each vehicle line item that a Supplier desires to make available for sale pursuant to this eRFP, the Supplier is REQUIRED to:

- (1) Identify the vehicle being proposed by Category, Subcategory, Line Item (vehicle type) and Purchase Type (FTA or Non FTA). Dropdown selection menus are provided for this purpose. (reference “Bid Start Summary Tab” information in Section 5 above); and
- (2) Propose a fixed unit price inclusive of all cost (i.e. profit, overhead, operating & administrative expenses, commissions, administrative fees, etc) for the base model vehicle; and
- (3) Propose a fixed unit price per mile inclusive of all costs (i.e. profit, overhead, operating & administrative expenses, transportation & fuel, pick-up & preparation charges, travel, insurance, administrative fees, ... etc) associated with delivery of a vehicle to an Authorized User designated location/facility; and
- (4) Propose a fixed percentage that denotes the discount to be applied to the vehicle purchase price for payment of invoices within 20 days (early pay) after customer acceptance. Standard payment terms are Net 30; and
- (5) Propose a fixed unit price inclusive of all cost (i.e. profit, overhead, operating & administrative expenses, administrative fees, etc) representative of the credit value to be applied to the base vehicle price for substitution of standard equipment with non-standard base vehicle attributes; and
- (6) Propose a fixed unit price inclusive of all cost (i.e. profit, overhead, operating & administrative expenses, administrative fees, etc) representative of the amount to be added to the base vehicle price for the addition of optional equipment/features designated as “Vehicle Required Options”.

As part of the Supplier’s cost response, this eRFP also affords Suppliers the opportunity to propose additional vehicle equipment options/features that may be offered for sale by the Supplier that are not currently specified as a required vehicle option. Accordingly, Suppliers have the OPTION (not required) to propose a Supplier defined list of other available optional equipment/features for specific vehicle models by (1) specifying a Product Category, (2) providing an Item Description and (3) proposing a fixed unit price inclusive of all cost (i.e. profit, overhead, operating & administrative expenses, administrative fees, etc) representative of the amount to be added to the base vehicle price for the addition of optional equipment/features designated as “Other Available Options”. IT SHOULD BE

NOTED that any optional equipment/features for a specific vehicle not listed in the "Other Available Options" section of a price sheet will not be eligible for sale under any resultant contract award.

5.3. Price Escalation/De-escalation

Supplier proposed pricing will remain firm for the initial contract term. Request for price adjustments may be submitted after the end of the initial contract term and on an annual basis thereafter as part of the contract renewal process. If renewal options are exercised, the following methodology will form the basis for the review and approval process for price adjustments. Price adjustment increases will not exceed the percent difference as calculated over a previous twelve (12) month period based on one or more of the following Producer Price Indexes (PPI) as published by the US Department of Labor, Bureau of Labor and Statistics; *PPI series ID Number: 336110* Automobile and Light Truck Manufacturing, *PPI series ID Number: 3362117* Buses and Firefighting, complete, built on purchased chassis, *PPI series ID Number: 3361201* Trucks, Truck tractors and bus chassis (Chassis of own manufacturer GVWR 14,001 to 33,000), *PPI series ID Number: 3361202* Trucks, Truck tractors and bus chassis (Chassis of own manufacturer GVWR 33,000 and up), or *PPI series ID Number: 3361203* Bus including military and fire fighting vehicles (chassis of own manufacturer).

Dependent on the type(s) of vehicle(s) under request/review for price adjustment, an "average" percent difference based on multiple PPI Series IDs (above) will be calculated if more than one PPI Series is determined to be applicable to a specific adjustment request. Preliminary PPI data will not be used in the evaluation. In the event the Supplier request an adjustment that exceeds the average percent difference calculated based on the appropriate PPI series, the Supplier must provide additional justification to clearly substantiate/justify the requested amount, which could include invoices from the manufacturer, as well as other pertinent cost information/data. The State must be notified at least sixty (60) days in advance prior to any price change, and the Supplier(s) must have the State's approval before such change may be implemented.

Additionally, DOAS expects any market reductions to be passed along to the State. Specifically, if the price adjustment analysis referenced above reflects a decrease of two percent (2%) or greater for the previous 12 months of activity, DOAS may request prices under the contract be reduced in accordance with the same schedule outlined above. Supplier(s) will be notified no less than 30 days in advance of any such price adjustment consideration.

6. Proposal Evaluation, Negotiations and Award

All timely proposals will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the proposal(s) which represents the best value to the State based on a combination of technical and cost factors. Based on the results of the initial evaluation, DOAS may or may not elect to negotiate technical and/or cost factors as further described in the eRFP. In the event negotiations of the technical and/or cost factors occur, the revised proposals will be reevaluated in accordance with the provisions of Section 6.4 "Scoring Criteria." Once the evaluation process has been completed (and any negotiations DOAS desires to conduct have occurred), the apparent successful Supplier(s) will be required to enter into discussions with DOAS to resolve any exceptions to DOAS' statewide contract (**Attachment H**). DOAS will announce the results of the eRFP as described further in Section 6.9 "Public Award Announcement."

6.1. Administrative/Preliminary Review

First, the proposals will be reviewed by the Issuing Officer to determine the proposal's compliance with the following requirements:

1. Proposal was submitted by deadline via Team Georgia Marketplace™
2. Proposal is complete and contains all required documents
3. Technical Proposal does not include any pricing from the Cost Proposal

6.2. Evaluating Proposal Factors (Section 4)

If the Supplier's proposal passes the Administrative/Preliminary Review, the Supplier's responses to Section 4 "eRFP Proposal Factors" will be submitted to the Evaluation Team for evaluation.

6.2.1. Review of Mandatory and Mandatory Scored Questions

The Evaluation Team will review each Supplier's response in detail to determine its compliance with mandatory eRFP requirements. Responses to both "Mandatory" and "Mandatory Scored" Questions will be evaluated on a pass/fail basis. If a Supplier's response fails to meet a mandatory and/or mandatory scored eRFP requirement, DOAS will determine if the deviation is material. A material deviation will be cause for rejection of the Supplier's response. An immaterial deviation will be processed as if no deviation had occurred. All responses which meet the requirements of the "Mandatory" and "Mandatory Scored" Questions are considered "Responsive Proposals" at this point in time and the narrative responses to Mandatory Scored Questions will be scored in accordance with the point allocation in Section 6.4 "Scoring Criteria."

6.2.2. Review of Additional Scored Information Questions

For all responses determined to be "Responsive Proposals", the Evaluation Team will review and score the responses to the Additional Scored Information in accordance with the point allocation in Section 6.4 "Scoring Criteria."

The Supplier will receive a total technical score at the conclusion of the evaluation of the eRFP Proposal Factors.

6.3. Evaluating Cost Proposal and Total Combined Score

The cost proposals will be reviewed and scored in accordance with Section 6.4 "Scoring Criteria." To expedite the evaluation process, DOAS reserves the right to analyze the cost proposals independently, but at the same time the Evaluation Team is analyzing the technical proposals, provided neither the cost proposals nor the cost analysis is disclosed to the Evaluation Team until the Evaluation Team completes their initial evaluation and scoring of the eRFP Proposal Factors. As stated in Section 5, In order to be eligible for award, Supplier(s) must, AT A MINIMUM, submit proposed pricing for ALL REQUIRED pricing elements for at least one vehicle line item. Suppliers that submit proposed pricing on ALL REQUIRED pricing elements for MULTIPLE or ALL vehicle line items will be eligible for award at those respective levels.

6.3.1. Cost Scoring

DOAS may utilize lowest cost, lowest total cost or total cost of ownership (TCO) to determine the most competitive cost proposal. The cost proposal will receive a score at the vehicle line item level relative to other proposals. The Supplier deemed to have the most competitive cost proposal for a vehicle line item as determined by DOAS, will receive the maximum weighted score for the cost criteria. Other proposals will receive a percentage of the weighted points available based on the percentage differential between the most competitive cost proposal and the specific proposal in question. Please review Section 6.3.1.2 (below) for specific information associated with cost proposal scoring and point allocation

6.3.1.1 Mass Transit Vehicles (FTA & Non-FTA)

For the purposes of evaluation only, DOAS will compute a single weighted "Total Evaluated Cost" for each vehicle line item based on the Supplier proposed prices and the purchase habits of Authorized Users. The weighted Total Evaluated Cost is based on the projected ratio of the frequency of vehicle purchases made by Authorized Users for a mass transit vehicle without any other purchase considerations (required vehicle options and early pay discounts) as compared to vehicle purchases that include one or both of the other purchase considerations. The percentage split (undisclosed) derived from the ratio will be applied to the various vehicle price scenarios (Base Vehicle Only, Base Vehicle w/ Early Pay Discount, Base Vehicle w/ all Vehicle Required Options and

Base Vehicle Bid w/ all Vehicle Required Options & Early Pay Discount) to determine a single weighted vehicle price. Next, a Delivery Charge will be added to the single weighted vehicle price to determine the Total Evaluated Cost for the vehicle line item. The delivery charge is calculated based on the Supplier proposed delivery charge per mile multiplied by a standard driving distance (undisclosed), as determined by DOAS based on historical data depicting the average number of miles for a typical delivery to an Authorized User designated location/facility. The Total Evaluated Cost (computed) will be used to assign a cost proposal score in accordance with Section 6.3.1.2. It should be noted that vehicles within a specific purchase type (FTA and Non FTA) will be evaluated independently within the respective peer group ONLY (FTA compliant vehicles compared to other FTA compliant vehicles and Non FTA compliant vehicles compared to other Non FTA compliant vehicles).

While the weighted percentages applied to each of the 4 different pricing scenarios are not disclosed, Suppliers should consider the following information for purposes of evaluation:

- Mass transit vehicles purchases based on the base vehicle price only are expected to occur the vast majority of the time.
- Mass transit vehicles purchases based on the base vehicle price w/ all required vehicle options are expected to occur more frequently than purchases based on the base vehicle price w/ early pay discount, followed to a much lesser extent by purchases based on the base vehicle price w/ all required options and early pay discounts.

6.3.1.2 Total Cost Score

Point allocation for the cost proposal will be applied at the line item level based on purchase type. The Total Evaluated Cost for each line item within a specific purchase type will be used as the basis for point allocation as outlined in section 6.4.

6.3.3. Total Combined Score

The Supplier’s total cost score will be combined with the Supplier’s technical score to determine the Supplier’s overall score (or “total combined score”). Point allocation for the cost proposal will be applied at the vehicle line item level. Technical proposal points will be calculated once per Supplier proposal and the same technical score will be combined with the total cost score for each vehicle line item to determine the Supplier’s total combined score for the vehicle line item. See Section 6.7, Selection and Award for specific details regarding the type of awards under consideration for this eRFP.

6.4. Scoring Criteria

The evaluation is comprised of the following:

Category	Criteria	Points
Cost	1. Cost of proposed products and/or services	700 points/Line Item
Technical/Proposal Factors	2. “Mandatory” Requirements	Pass/Fail
Technical/Proposal Factors	3. “Mandatory Scored” and/or “Additional Scored” Responses	300 points/Proposal
TOTAL		1000 points/ Line Item

6.5. Georgia Based Business/Reciprocal Preference Law O.C.G.A. §50-5-60(b)

For the purposes of evaluation only, Suppliers resident in the State of Georgia will be granted the same preference over Suppliers resident in another state in the same manner, on the same basis, and to the same extent that preference is granted in awarding bids for the same goods or services by such other state to Suppliers resident therein over Suppliers resident in the State of Georgia. NOTE: For the purposes of this law, the definition of a resident Supplier is a Supplier who is domiciled in the State of Georgia.

6.6 Negotiations of Proposals and/or Cost Factors

DOAS possesses discretionary authority to conduct one or more rounds of negotiations of technical proposal and/or cost factors as permitted by Georgia law and DOAS' established procurement policy. This section of the eRFP describes DOAS' process for utilizing its discretionary negotiation authority as defined by O.C.G.A. Section 50-5-67(a)(6); however, DOAS reserves the right to conduct any other negotiations authorized by law.

The objective of negotiations is to obtain the Supplier's best terms. PLEASE NOTE: NEGOTIATIONS ARE DISCRETIONARY; THEREFORE, DOAS URGES THE SUPPLIER (1) TO SUBMIT ITS BEST RESPONSE AND (2) NOT TO ASSUME THE SUPPLIER WILL BE GRANTED AN OPPORTUNITY TO NEGOTIATE.

6.6.1. Overview of Negotiations

After the Evaluation Team has scored the Suppliers' proposals, DOAS may elect to enter into one or more rounds of negotiations with all responsive and responsible Suppliers or only those Suppliers identified by the Evaluation Team as being in the competitive range. The competitive range will not be selected arbitrarily and those Suppliers included in the competitive range must have highly scored proposals.

After each round of negotiations (if any), the Supplier will submit revisions to its proposal factors and/or cost proposal, which revisions will be scored by the Evaluation Team in accordance with the same criteria used to evaluate the initial responses from the Suppliers. Suppliers may be removed from further participation in the negotiation process in the event the Evaluation Team determines the Supplier cannot be considered responsive and responsible or based on the competitive range as defined in Section 6.6.3 "Competitive Range."

DOAS reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case, negotiations and Proposal Revisions will not be required.

6.6.2. Negotiation Instructions

Listed below are the key action items related to negotiations. The State's Negotiation Committee may consist of the State's Evaluation Committee or may be comprised of different people. However, evaluation of proposals or revised proposals shall be completed only by the State's Evaluation Committee.

- 1. Negotiation Invitation:** Those Suppliers identified by the Evaluation Committee to negotiate will be notified and invited to attend negotiations. Suppliers will be notified in writing: (i) the general purpose and scope of the negotiations; (ii) the anticipated schedule for the negotiations; and (iii) the procedures to be followed for negotiations.
- 2. Confirmation of Attendance:** Suppliers who have been invited to participate in negotiations must confirm attendance in writing.
- 3. Negotiations Round(s):** One or more rounds of negotiations may be conducted with those Suppliers identified by the State's Evaluation Team.

6.6.3. Competitive Range

If DOAS elects to negotiate pursuant to Section 6, DOAS may either (1) elect to negotiate with all responsive and responsible Suppliers, (2) limit negotiations to those Suppliers identified within the competitive range, or (3) limit negotiations to the number of Suppliers with whom DOAS/Negotiation Team may reasonably negotiate as defined below. In the event DOAS elects to limit negotiations to those Suppliers identified within the competitive range, DOAS will identify the competitive range by (1) ranking Suppliers' proposals from highest to lowest based on each Supplier's Total Combined Score and (2) then looking for breaks in the scores such that natural groupings of similar scores may be identified. In the event DOAS determines the number of responsive and responsible Suppliers is so great that the Negotiation Team cannot reasonably conduct negotiations (which determination shall be

solely at DOAS' discretion and shall be conclusive), DOAS may elect to limit negotiations to the top three (3) ranked Suppliers as determined by the Total Combined Score.

6.6.4. Negotiation Round Completion

As part of each round of negotiation, the Negotiation Team may or may not engage in verbal discussions with the Suppliers. However, whether or not the Negotiation Team engages in verbal discussions, any revisions the Supplier elects to make to its response must be submitted in writing via email by the end date and time identified by the Issuing Officer. All revisions received by the due date and time will be evaluated and re-scored by the Evaluation Team in accordance with the same criteria used to evaluate the initial responses from the Suppliers. Revisions which are not received prior to the due date and time cannot be considered; however, any Supplier failing to submit timely revisions will not be disqualified from consideration for award based on its final proposal as accepted by DOAS.

6.7. Selection and Award

The primary objective of this eRFP is to identify the appropriate number of Suppliers that can deliver a wide variety of mass transit vehicles that can effectively meet the operational demands of a broad and dispersed demographic of state and local government users, who require a high level of customer care before and after the sale. Accordingly, DOAS expects to make multiple awards, based on the most highly ranked proposals at the line item level, to responsive and responsible Suppliers who offer products and/or services at competitive prices that meet or exceed the technical requirements/specifications set forth in the eRFP with whom DOAS has reached agreement on all contract terms and conditions. While, the objective of this eRFP is to identify the appropriate number of Suppliers that can effectively meet the operational demands of Authorized Users, DOAS anticipates awards to be limited to not more than the top three (3) highest-scoring Suppliers for each line item based on the total combined score. DOAS reserves the right to make fewer or more line items awards if determined to be in the best interest of the state.

DOAS's expects to receive significantly lower pricing, when compared to pricing offered to other potential Authorized Users (e.g. state entity, city, county or university contracts). DOAS reserves the right to accept or reject any and all quotes, or separable portions, and to waive any minor irregularity, technicality or omission if DOAS determines that doing so will serve the State's best interest. DOAS reserves the right to: (a) request clarifications from Supplier(s); (b) request resubmissions from all Supplier(s); and (c) take any other action as permitted by law.

6.8. Site Visits and Oral Presentations

DOAS reserves the right to conduct site visits or to invite Suppliers to present their proposal/technical solutions to the Evaluation Team. Cost proposals and related cost information must not be discussed during the oral presentation of the Supplier's technical solution. Nothing in this section shall prohibit the Negotiation Team from discussing both proposal factors and cost information during the negotiation process defined by Section 6.6 "Negotiations of Proposals and/or Cost Factors".

6.9. Public Award Announcement

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award to the Georgia Procurement Registry. The Notice of Intent to Award ("NOIA") is not notice of an actual contract award; instead, the NOIA is notice of DOAS' expected contract award(s) pending resolution of the protest process. The NOIA will identify the apparent successful Supplier(s), unsuccessful Supplier(s), and the reasons why any unsuccessful Suppliers were not selected for contract award. NO SUPPLIER SHOULD ASSUME PERSONAL NOTICE OF THE NOTICE OF INTENT TO AWARD ("NOIA") WILL BE PROVIDED BY DOAS. INSTEAD, ALL SUPPLIERS SHOULD FREQUENTLY CHECK THE GEORGIA PROCUREMENT REGISTRY FOR NOTICE OF THE NOIA.

The Notice of Award ("NOA") is DOAS' public notice of actual contract award(s). The NOA will be publicly posted to the Georgia Procurement Registry.

7. Contract Terms and Conditions

The statewide contract that DOAS expects to award as a result of this eRFP will be based upon the eRFP, the successful Supplier's final response as accepted by DOAS and the contract terms and conditions, which terms and conditions can be downloaded from the eRFP. The "successful Supplier's final response as accepted by DOAS" shall mean: the final cost and technical proposals submitted by the Supplier and any subsequent revisions to the Supplier's cost and technical proposals and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the eRFP, and any other terms deemed necessary by DOAS, except that no objection or amendment by a Supplier to the eRFP requirements or the contract terms and conditions shall be incorporated by reference into the statewide contract unless DOAS has explicitly accepted the Supplier's objection or amendment in writing. Please review DOAS' contract terms and conditions (**Attachment H**) prior to submitting a response to this eRFP. Suppliers should plan on the contract terms and conditions contained in this eRFP and attachments being included in any award as a result of this eRFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Suppliers. The contract terms and conditions may be supplemented or revised before contract execution and are provided to enable Suppliers to better evaluate the costs associated with the eRFP and the potential resulting statewide contract.

Exception to Contract

By submitting a proposal, each Supplier acknowledges its acceptance of the eRFP specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted proposal. If a Supplier takes exception to a contract provision, the Supplier must state the reason for the exception and state the specific contract language it proposes to include in place of the provision on the Contract Exception Form (**Attachment I**). Any exceptions to the contract must be uploaded and submitted as an attachment to the Supplier's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements edified in the eRFP.

In the event the Supplier is selected for potential award, the Supplier will be required to enter into discussions with DOAS to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period of time identified in the schedule of events, unless an additional time is authorized by DOAS. Failure to resolve any contractual issues will lead to rejection of the Supplier for further consideration for award. DOAS reserves the right to proceed to discussions with the next best ranked Supplier.

DOAS reserves the right to modify the statewide contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful Suppliers. Exceptions that materially change the terms or the requirements of the eRFP may be deemed non-responsive by DOAS, in its sole discretion, and rejected. Contract exceptions which grant the Supplier an impermissible competitive advantage, as determined by DOAS, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be permissible, the Supplier is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

8. List of eRFP Attachments

The following documents make up this eRFP. Please see Section 2.2.2 "eRFP Review" for instructions about how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

- A. eRFP (this document)
- B. Special Terms Definitions (reference Section 1.6)
- C. Special Terms and Conditions Related to FTA Vehicles
- D. Mandatory Response Worksheet (Reference Section 4)
- E. Mandatory Scored Response Worksheet (Reference Section 4)
- F. Additional Scored Response Worksheet (Reference Section 4)
- G. Cost Workbook with Links to Technical Specifications (Reference Section 5)
- H. Statewide Contract Terms and Conditions (Reference Section 7)
- I. Contract Exceptions Form (Reference Section 7)
- J. Supplier Quarterly Sales Report Template (Reference Section 3)

- K. Tax Compliance Form
- L. FTA Master Agreement (For FTA vehicles only)
- M. FTA Requirements and Clauses (For FTA vehicles only)
- N. FTA Required Certification Forms (For FTA Vehicles only)
- O. FTA Form CER 6 (For FTA vehicles Only)
- P. Request for Specification Deviations
- Q. Certification for Specifications Compliance Form
- R. Certificate of Non Collusion
- S. Department of Audits Immigration and Security Form.
- T. Question and Answer Form

FORD EC-II STANDARDS AND OPTIONS

STANDARD CHASSIS FEATURES

- Ford E-450 & E-350 DRW Cut-Away Chassis
- Electronic 5-Speed Automatic Transmission
- 55 or 40 Gallon Fuel Tank
- Ford V-10 6.8L Gas Engine
- Ford V-8 5.4L Gas Engine
- OEM Installed Dash Air Conditioning & Heat
- 225 or 155 Amp Alternator
- 138", 158", 176", 186" or 190" Wheelbases
- Heavy Duty Engine Cooling Package
- Chrome Front Bumper & Grill
- 14,500, 12,500 & 11,500 GVWR
- Dual Electric Horns
- Driver Air Bag
- Heavy Duty Suspension
- Power Steering/Brakes
- LT225 / 75RX16E Tires
- Dual 650 CCA Batteries
- Tilt Steering Wheel/Cruise Control
- Dual Beam Headlights

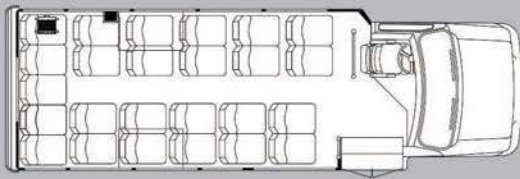
STANDARD BODY FEATURES

- FMVSS Certified
- STURAA Tested for 7 Years/200,000 Miles
- Insulated Roof & Exterior Walls
- Mor-View Right Side Cab Window
- Smooth Rubber Floor w/ Ribbed-Rubber Aisles
- Rear ABS Fender Flares
- Powder Coated Rear Steel Bumper

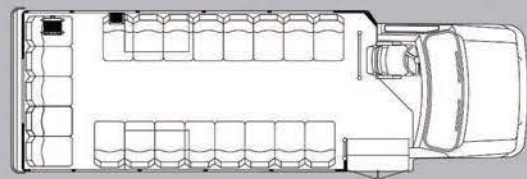
- Rear Mud Flaps
- Entrance Door & Driver Modesty Panels
- All Aluminum Sidewalls and Skirts
- Dual Drive Shaft Guards
- Entry Door Assist Handles
- Fully Welded Unitized Steel Cage Body Structure
- Undercoating
- Swing-A-Way Exterior Flat Mirrors with Integrated Convex Panels
- Drip Rail Over Passenger Windows & Entry Doors
- White or Yellow Step Nosing – All Entry Steps
- Color/Function Coded Wiring Harness
- Laminated Steel Reinforced Composite Construction
- Master Electronic Printed Circuit Control Panel
- Emergency Side Egress Windows
- Stylized ABS Rear Trim
- 91" Interior Width & 77" Headroom
- Large 36" x 36" & 24" x 36" Upper T-Slider Windows
- 22" x 64" Rear Egress Window
- Single Piece Seamless FRP Roof
- Smooth FRP Interior Walls
- FRP Ceiling

POPULAR OPTIONS

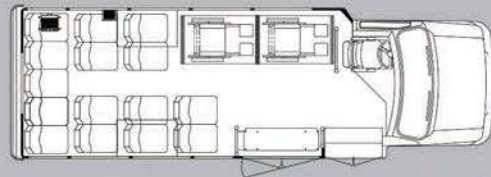
- Rear Heat System
- Front and Side Destination Signs
- Mor/Ryde Suspension
- Individual Reading Lights
- Spare Tire & Wheel
- Interior Luggage Rack
- Interior Convex Mirror
- Back-Up Alarm
- Overhead Luggage Racks
- Exterior Rear Center Mount Brake Light
- Rear Luggage Compartment
- Ceiling Grab Rails
- AM/FM Radio w/ CD Player
- "Flat Floor" (No Wheel Well Risers)
- DVD Player w/ Flip Down Monitor
- Heated/Remote Exterior Mirrors
- High-Back or Mid-High Seats with Armrests
- Front Mud Flaps
- Ground Plane For Two-Way Radio Installation
- Paging System
- Rear Emergency Door with Ajar Package
- LED Interior & Exterior Lighting
- Rear A/C System
- Roof Escape Hatch
- Stainless Steel Wheel Inserts
- ADA Mobility Compliance Package
- All FRP Exterior
- Driver Running Board
- Electric Entry Door



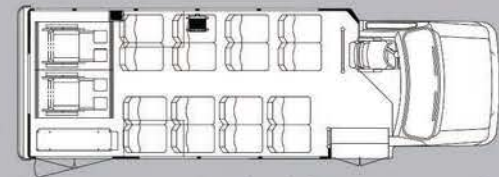
25 Passenger - Forward Facing Seating



21 Passenger Perimeter Seating



15 Passenger - 2 Wheelchairs - Front Lift



16 Passenger - 2 Wheelchairs - Rear Lift



YOUR DEALER



Creative Bus Sales

800.326.2877

CreativeBusSales.com

Forest River, Inc. 55470 C.R. 1 Elkhart, IN 46515-3030

574.389.4600 www.forestriverinc.com www.forestriveraccessories.com

AGENDA ITEM NO. 10.4

**Contract Amendment: Professional
Service Amendment No. 1 to Professional Services
Contract 999-I: Construction Inspection for the New
Parking Garage and Terminal Amenities with
Creighton Manning, LLP**

AGENDA ITEM NO: 10.4
MEETING DATE: **June 10, 2019**

**ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION**

ACAA Approved
06/11/2019

DEPARTMENT: *Planning and Engineering*

Contact Person: *John LaClair, P.E., Airport Engineer*

PURPOSE OF REQUEST:

Professional Service
Contract Amendment: *Amendment No. 1 to Professional Services Contract
999-I: Construction Inspection for the New Parking
Garage and Terminal Amenities with Creighton
Manning, LLP*

CONTRACT AMOUNT:

Base Amount: \$ 400,000
Amendment No. 1* \$ 400,000**

Total Contract Amount: \$ 800,000

* *Pending Approval This Meeting*
***(Based on time sheets as authorized by the ACAA.)*

BUDGET INFORMATION:

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

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal 0% State 43% Airport 57%
Term of Funding: 2019-2020
Grant No.: N/A State PIN: N/A

JUSTIFICATION:

Authorization is requested to amend Professional Services Contract to include onsite construction inspection of both the construction of the new Parking Garage and the Terminal Amenities including daily reports, SWPPPS inspections, material testing, progress photos, FAA Project Duration reports and Special Inspections per FAA, NYSDOT and Albany County Building Codes.

AGENDA ITEM NO: 10.4
MEETING DATE: **June 10, 2019**

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

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

PROCUREMENT DEPARTMENT APPROVAL:

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

BACK-UP MATERIAL:

Supplemental Consultant Agreement 1 – Construction Inspection

Albany County Airport Authority

Construction Inspection Services

Contract 999-1

Albany County Airport
Albany County, New York

Supplemental Consultant

Agreement 1

Construction Inspection

Prepared by:



2 Winners Circle
Albany, New York 12205
PH: 518.446.0396

in association with:

May 20, 2019

CM Project 119-004

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- I. Executive Summary**
- II. Agreement**
- III. Attachment A – Project Description and Funding**
- IV. Attachment B – Scope of Services**
- V. Attachment C**
 - Staffing Table**
 - Summary of Costs**
- VI. Attachment D – Required Terms for Project
Contracts and Subcontracts**

Supplemental Consultant Agreement #1
Albany County Airport Authority
Construction Inspection Services
Contract No. 999-1
Town of Colonie, Albany County

Executive Summary

Albany County Airport Authority:

- Parking Garage

Creighton Manning Engineering (CM) will provide construction inspection services based on the scope of work in Attachment B.

Total estimated CM service costs are \$ 924,000.

Original Agreement	= \$	400,000
SWA #1	= \$	<u>924,000</u>
Total	= \$	<u>1,324,000</u>

Architectural/ Engineering Consultant Supplemental Agreement

Title: Albany County Airport Authority Construction Inspection Services – Contract 999-1

PIN: _____ Municipal Contract No. _____

Agreement made this 20th day of May, 2019 by and between

Albany County Airport Authority

(municipal corporation)

having its principal office at **Albany International Airport, Administration Building**, in the Town of
Colonie (to be known throughout this document as the "Sponsor")

and

Creighton Manning Engineering, L.L.P with its office at **2 Winners Circle, Albany, New York** (to be
known throughout this document as the "***Consultant***")

WITNESSETH:

WHEREAS, identified for the purposes of this agreement as the **Albany County Airport Authority Parking Garage** (as described in detail in Attachment A annexed hereto, the "Project") the Municipality has sought to engage the services of a Consultant Engineer to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, the Municipality has selected the Consultant to perform such services in accordance with the requirements of this Agreement; and

WHEREAS, **Chairman, Rev. Kenneth J. Doyle**, is authorized to enter this Agreement on behalf of the Authority,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS CONTRACT

This contract consists of the following:

- **Agreement Form** - this document titled "Architectural/Engineering Consultant Supplemental Contract";
- **Attachment "A"** - Project Description and Funding;
- **Attachment "B"** – Scope of Services
- **Attachment "C"** – Cost Estimate (as applicable, Staffing Rates, Hours, Reimbursables and Fee).
- **Attachment "D"** – Required Terms for Contracts and Subcontracts Receiving SRF Financial Assistance.

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS

2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the Sponsor with plans, estimates and other services and deliverables more specifically described in Attachment "B".

2.2 The CONSULTANT shall ascertain the applicable practices of the Sponsor, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Contract shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".

2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the Sponsor.

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services and expenses hereunder the Sponsor shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

<input type="checkbox"/> 3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/AMT or %	INTERIM PAYMENTS
Item I	<ul style="list-style-type: none"> ○ Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Contract, plus properly allocable partial salaries of all persons working part-time on this PROJECT. ○ The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Sponsor. ○ If, within the term of this Contract, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance 	<ul style="list-style-type: none"> ○ Actual cost incurred in the performance of this contract as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative. ○ Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Contract, all subject to audit. ○ Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Sponsor. 	<ul style="list-style-type: none"> ○ The CONSULTANT shall be paid in Monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C. ○ Bills are subject to approval of the Sponsor and Sponsor's Representative.
Item II	Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Contract; all subject to audit.	All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.	
Item III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Sponsor at the completion of the work or at the option of the Sponsor.	Salvage value	

<input type="checkbox"/> 3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/AMT or %	INTERIM PAYMENTS
Item IV	<p>Overhead Allowance based on actual allowable expenses incurred during the term of this Agreement, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations, sub part 1-31.2 as modified by sub part 1-31.105 ("FAR "), and applicable policies and guidelines of the Municipality, NYSDOT and FHWA.</p> <p>For the purpose of this Agreement, an accounting period shall be the CONSULTANT's fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the Municipality for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this Item.</p>	<p>The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE, and shall be a FAR compliant rate initially established as 0% for Field, 0% for Office. In all events the above rates shall not exceed 0%.</p>	
Item V	<ul style="list-style-type: none"> o Negotiated Lump Sum Fixed Fee. o Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed. 	<p>A negotiated Lump Sum Fee which in this CONTRACT shall equal \$0.</p>	
Item VI	<p>The Maximum Amount Payable under this Contract including Fixed Fees unless this contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.</p>	<p>Maximum Amount Payable under this Method shall be \$0.</p>	

<input checked="" type="checkbox"/> 3.2 Specific Hourly Rate Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	
Item I	Specific Hourly rates of pay shown in Attachment C for employees assigned to this PROJECT. The Specific Hourly rates and all components of those rates are not subject to audit. The number of hours charged are subject to audit.	Rates in Attachment C	<ul style="list-style-type: none"> ○ The CONSULTANT shall be paid in Monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C. ○ Bills are subject to approval of the Sponsor and Sponsor's Representative.
Item II	Actual Direct Non-Salary Costs incurred in fulfilling the terms of this Contract; all subject to audit.	<ul style="list-style-type: none"> ○ Actual costs incurred in the performance of this contract as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative. ○ All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Dept. of Labor. ○ For Reimbursable Direct Non-Salary Costs a multiple of One times shall be applied to the expenses incurred by the Consultant, the consultant's employees, or the sub-consultant not to exceed \$ <u>0.00</u>. 	
ITEM III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Sponsor at the completion of the work or at the option of the Sponsor.	Salvage value	

<input checked="" type="checkbox"/> 3.2 Specific Hourly Rate Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	
ITEM IV	Maximum Amount Payable under this Method unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	The Maximum Amount Payable under this Method shall be <u>\$ 924,000</u> .	

<input type="checkbox"/> 3.3 Lump Sum Cost Plus Reimbursables Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	
ITEM I	A Lump Sum paid to Consultant for the scope of services hereunder, unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	A Lump Sum of \$_____.	<ul style="list-style-type: none"> o The CONSULTANT shall be paid in Monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C. o Bills are subject to approval of the Sponsor and Sponsor's Representative.
ITEM II	Actual Direct Non-Salary Costs incurred in fulfilling the terms of this Contract; all subject to audit.	<ul style="list-style-type: none"> o Actual costs incurred in the performance of this contract as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative. o All reimbursement for travel, meals and lodging shall be made at actual cost paid, but such reimbursement shall not exceed the per diem rates established by NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Dept. of Labor. o For Reimbursable Direct Non-Salary Costs a multiple of One times shall be applied to the expenses incurred by the Consultant, the 	

<input type="checkbox"/> 3.3 Lump Sum Cost Plus Reimbursables Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	
		consultant's employees, or the subconsultant not to exceed \$_____.	
ITEM III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Sponsor at the completion of the work or at the option of the Sponsor.	Salvage value	

ARTICLE 4. INSPECTION

The duly authorized representatives of the Sponsor, and on Federally aided projects, representatives of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION and the FEDERAL HIGHWAY ADMINISTRATION, shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE 5. AUDITS

5.1 Payment to the Consultant is subject to the following audit rights of the Sponsor:

A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e. labor, direct non-salary, overhead, and fee.

B. For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.

C. For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.

5.2 In order to enable the Sponsor to process the final payment properly and expeditiously, the CONSULTANT is advised that all of the following documents and submissions, as the same may be appropriate to this contract, are considered to be necessary to enable the commencement of the audit.

- II. Records of Direct Non-Salary Costs;
- III. Copies of any subcontracts relating to said contract;
- IV. Location where records may be examined; and
- V. Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

ARTICLE 6. FINAL PAYMENT

6.1 The Sponsor will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.

6.2 The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the Sponsor from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Contract or for any part thereof except as otherwise provided herein.

ARTICLE 7. EXTRA WORK

7.1 Consultant's performance of this Contract within the compensation provided shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify the Sponsor of the results of those reviews

in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the Sponsor on a monthly basis or such alternative interval as the Sponsor directs in writing.

7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Contract and constitutes extra work, the CONSULTANT shall promptly notify the Sponsor, in writing, of this fact prior to beginning any of the work. The Sponsor shall be the sole judge as to whether or not such work is in fact beyond the scope of this Contract and constitutes extra work. In the event that the Sponsor determines that such work does constitute extra work, the Sponsor shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT CONTRACT, providing the compensation and describing the work authorized, shall be prepared and issued by the Sponsor. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Sponsor to the CONSULTANT for execution after approvals have been obtained from necessary Sponsor officials, and, if required from the Federal Highway Administration.

7.3 In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the Sponsor all assistance required by the Sponsor. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Contract for the additional services above described, the Sponsor's directions shall be exercised by the issuance of a separate Contract, if necessary.

ARTICLE 8. CONSULTING LIABILITY

The CONSULTANT shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the CONSULTANT, his subcontractors, agents or employees in the performance of his service under this Contract.

Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the Sponsor from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the CONSULTANT under this Contract, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Contract shall create or give to third parties any claim or right of action against the Sponsor beyond such as may legally exist irrespective of this Article or this Contract.

The CONSULTANT shall procure and maintain for the duration of the work for such project(s), Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000) per project, issued to and covering damage for liability imposed on the CONSULTANT by this Contract or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Contract. The CONSULTANT shall supply any certificates of insurance required by the Sponsor and adhere to any additional requirements concerning insurance.

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

This contract shall be void and of no effect unless the CONSULTANT shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this contract, such employees as are

necessary to be insured in compliance with the provisions of the Workman's Compensation Law of the State of New York.

The CONSULTANT shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this contract. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this contract in the sum of at least **\$1,000,000.00** (One Million dollars) each.

The CONSULTANT shall furnish a certified copy of said policies to the Sponsor at the time of execution of this contract.

ARTICLE 10. INTERCHANGE OF DATA

All technical data in regard to the PROJECT existing in the office of the Sponsor or existing in the offices of the CONSULTANT shall be made available to the other party to this Contract without expense to such other party.

ARTICLE 11. RECORDS RETENTION

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of **six (6)** years or **three (3)** years after final payment is received, whichever is later. The Sponsor, State, Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of THE CONSULTANT within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE 12. DAMAGES AND DELAYS

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Sponsor may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Sponsor of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising his rights under ARTICLE 7 of this contract.

ARTICLE 13. TERMINATION

The Sponsor shall have the absolute right to terminate this Contract, and such action shall in no event be deemed a breach of contract:

- A. for convenience of the Sponsor - if a termination is brought about for the convenience of the Sponsor and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.

- B. for cause - if the termination is brought about as a result of the Sponsor's determination of unsatisfactory performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to the Sponsor, of the total amount of work contemplated by the PROJECT CONTRACT.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Contract, and the Sponsor shall make all payments due to him, her or them.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the Sponsor or his duly authorized representative. In case of the failure of the CONSULTANT's successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the Sponsor for any damages it may sustain by reason thereof. Upon the delivery of all such data to the Sponsor, the Sponsor will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

ARTICLE 15. CODE OF ETHICS

The CONSULTANT specifically agrees that this Contract may be canceled or terminated if any work under this Contract is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

ARTICLE 16. INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Sponsor by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Sponsor, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Sponsor shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 18. TRANSFER OF AGREEMENT

The CONSULTANT specifically agrees, that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Contract or of his right, title or interest therein, or his power to execute such Contract, to any other person, company or corporation, without the previous consent in writing of the Sponsor.

If this provision is violated, the Sponsor may revoke and annul the Contract and the Sponsor shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Contract without such consent in writing of the Sponsor.

ARTICLE 19. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the Sponsor a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/ SUBCONSULTANTS

All SUBCONTRACTORS and SUBCONSULTANTS performing work on this project shall be bound by the same required contract provisions as the CONSULTANT. All agreements between the CONSULTANT and a subcontractor or other SUBCONSULTANT shall include all standard required contract provisions, and such agreements shall be subject to review by the Sponsor.

ARTICLE 20.1 PROMPT PAYMENT. While federal regulation ([49 CFR 26.29¹](#)) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment from the public owner/sponsor, and provides for interest on late payments for all public works contracts. Contract provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

¹ <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=936406b1c92895795069232a53fb110f&rqn=div8&view=text&node=49:1.0.1.1.20.2.18.5&idno=49>

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Contract, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing this Contract to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be, included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the Sponsor may in certain circumstances, provide compensation for such work.
- B. Neither the Sponsor's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the Sponsor in accordance with applicable law for all damages to the Sponsor caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this contract.
- C. The rights and remedies of the Sponsor provided for under this contract are in addition to any other rights and remedies provided by law.
- D. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and Sponsor Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, CONSULTANT agrees that neither it nor its SUBCONSULTANTS shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. CONSULTANT is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.5(c)

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

- a. an existing contract for the PROJECTS ROW incidental work or construction engineering; or

- b. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the CONSULTANT from being awarded a future contract covering the work describe in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS *(unless more restrictive municipal laws apply)*

For all contracts other than personal services in excess of \$5,000, the consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of \$20,000 except printing contracts in excess of \$10,000, the consultant shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The consultant shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. WAGE AND HOURS PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Consultant's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Consultant and its subconsultants must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Consultant agrees, as a material condition of the contract, that neither the Consultant nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Consultant, or any of the aforesaid affiliates of Consultant, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Sponsor and the New York State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (see 2 NYCRR 105.4).

ARTICLE 29. SERVICE OF PROCESS

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Consultant hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Consultant's actual receipt of process or upon the Sponsor's receipt of the return thereof by the United State Postal Service as refused or undeliverable. Consultant must promptly notify the Sponsor, in writing, of each and every change of address to which service of

process can be made. Service by the Sponsor to the last known address shall be sufficient. Consultant will have thirty (30) calendar days after service hereunder is complete in which to respond.

ARTICLE 30. DISPOSITION OF PLANS, ESTIMATES AND OTHER DATA

At the time of completion of the work, the Consultant shall make available to the Sponsor all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project which material at all times shall be the property of the Sponsor. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Consultant shall make available to the Sponsor all the aforementioned engineering data and material. All original tracings of maps and other engineering data furnished to the Sponsor by the Consultant shall bear thereon the endorsement of the Consultant. All plans, estimates and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the Sponsor.

ARTICLE 31. MISCELLANEOUS

31.1 **Executory Contract.** This Contract shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the Sponsor beyond the monies legally available for the purposes hereof.

IN WITNESS WHEREOF, the parties have duly executed this Contract effective the day and year first above written.

Reference: Sponsor Contract # _____

Sponsor	Consultant
by: _____	by: <u>Edy VW</u>
Date: _____	Date: <u>5-22-19</u>

Authority Acknowledgement

STATE OF NEW YORK

SS:

Albany County Airport Authority

On this _____ day of _____, 2019 before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the _____, New York; that he/she is the Chairman of the A.C.A.A. Board, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Sponsor.

Notary Public, _____ County, N.Y.

Consultants Acknowledgement

STATE OF NEW YORK

SS:

COUNTY OF _____

On this _____ day of **May**, 2019 before me, **Edward V. Woods**, personally appeared to me known, who, being by me duly sworn, did depose and say; that he resides in the _____; that he is a **Partner** in **Creighton Manning Engineering, LLP** and that this instrument was signed on behalf of said Limited Liability Partnership by authority of its partners and principals agreement; and said **Edward V. Woods**, acknowledge this instrument to be the free act and deed of said Limited Liability Partnership.

Notary Public, _____ County, N.Y.

ATTACHMENT A

**Attachment A
Project Description and Funding**

PIN: <u>N/A</u>	Term of Agreement Ends: <u>December 31, 2020</u>
BIN: <u>N/A</u>	
<input type="checkbox"/> Main Agreement <input type="checkbox"/> Amendment to Agreement [#] <input checked="" type="checkbox"/> Supplement to Agreement [SA # 1]	
Phase of Project Consultant to work on:	
<input type="checkbox"/> P.E./Design <input type="checkbox"/> ROW Incidentals <input type="checkbox"/> ROW Acquisition <input checked="" type="checkbox"/> Construction, C/I, & C/S	
Dates or term of Consultant Performance:	
Start Date: <u>April 1, 2019</u>	
Finish Date: <u>December 31, 2020</u>	
PROJECT DESCRIPTION:	
Contract No. 999-1, CM Project No. 119-004	
Albany County Airport Authority Parking Garage	
Project Location:	
Town of Colonie	
Albany County, New York	
Consultant Work Type(s): See Attachment B for more detailed Scope of Services.	

<p>MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:</p>
<p>\$ 924,000</p>

ATTACHMENT B

May 20, 2019

Mr. John LaClair, P.E., G.G.P.
Albany County Airport Authority
Albany International Airport
Administration Building, Suite 200
Albany, New York 12211-1057

**RE: Contract No. 999-I, CM Project No. 119-004
Albany County Airport Authority Parking Garage
Supplemental Agreement #1**

Dear Mr. LaClair:

As discussed, the following is a summary of the scope of work to be provided by Creighton Manning Engineering, LLP for the construction of a new multi-level parking facility with vehicle and pedestrian access accommodations for the Albany County Airport Authority.

This supplemental agreement will continue to provide the services outlined in the original agreement for Contract No. 999-I, dated April 8, 2019, the Agreement scope of work shall include Construction Inspection Services and Project Closeout.

Construction Inspection shall include:

- a. Review and Recommendation of Contractor's Application for Payment based on site observations and work performed according to contract documents.
- b. Resident Inspection: Provide technical observations of construction by a Resident Project Representative along with supporting staff. Their responsibility shall include:
 1. Maintaining a comprehensive project record system.
 2. Complete, review and verify requests for payments for the Contractor(s).
 3. Assist the Authority in preparation of partial and final requests for reimbursement for State aid.
 4. Attend periodic job meetings with stakeholders and interested parties.
 5. Employ a qualified Materials Testing Firm to test and document conformance with State requirements for specified materials.
- c. Submit periodic progress reports for construction activity and problems encountered to the Authority and Construction Inspection Progress Reports to the FAA.
- d. Contractor(s) Completion Documents: Receive and review maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals for items to be assembled by the Contractor(s).

- e. Inspections: Conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the work acceptable to recommend, in writing, final payment to the Contractor(s), and provide written notice to the Authority and the Contractor(s) that all work is acceptable. (This shall include conducting special inspections for sitework, deep pilings and structural erections.
- f. Issue certificates of completion to the Authority at the completion of construction.

Project Closeout shall include:

- a. Prepare and furnish the final construction testing and quality control report for the completed project to the Authority.

Creighton Manning is pleased to be providing the construction inspection services for this contract. If you need any further information, please feel free to contact me at (518) 689-1820.

Thank you,



Robert K. Remmers, P.E.
Manager, Construction Inspection
Creighton Manning Engineering, LLP

cc: E. Woods, Managing Partner
J. Johnson, Resident Engineer

ATTACHMENT C

**Attachment C
Summary of Costs**

Creighton Manning Engineering, LLP

**Construction Inspection Services - Contract No. 999-1
Albany County Airport Authority**

		.121	.221	.222	.321	
		(Design)	(ROW Incidentals)	(ROW Acquisition)	(Construction Inspection)	Total
Item I, Direct Technical Salaries (estimated) (subject to audit)	Office	\$ -			\$ -	\$ -
	Field	\$ -			\$ 483,912	\$ 483,912
<hr/>						
Item IB, Direct Technical Salaries Premium Portion of Overtime (estimated) (subject to audit)		\$ -			\$ 195,005	\$ 195,005
Item II, Direct Non-Salary Cost (estimated) (subject to audit)		\$ -			\$ -	\$ -
Item II, Direct Non-Salary Cost (estimated) (Sub-Contractor Cost) (subject to audit)		\$ -			\$ -	\$ -
Materials Testing		\$ -				
Item IV, Overhead (estimated) (subject to audit)	Office (126%)	\$ -			\$ -	\$ -
	Field (119%)	\$ -			\$ -	\$ -
<hr/>						
Item V, Fixed Fee (negotiated)		\$ -			\$ -	\$ -
Item II, Direct Non-Salary Cost (estimated) (Sub-Consultant Cost) (subject to audit)		\$ -	\$ -	\$ -	\$ 245,000	\$ 245,000
Atlantic Testing (Work Remaining)	\$ 10,000.00					
Ryan Biggs Clark Davis Engineering	\$ 155,000.00					
QCQA Testing Labs (Work Remaining)	\$ 80,000.00					
ITEM VI - Maximum Amount Payable		\$ -	\$ -	\$ -	\$ 923,917	\$ 923,917

**Construction Inspection Hours Work Up
 Creighton Manning Engineering, LLP
 Construction Inspection Services - Contract No. 999-1
 Albany County Airport Authority**

JOB TITLE	ASCE (A) OR NICET (N) GRADE		Total CI Field Hours			Total Construction Inspection Labor		
			Std Hrs	OT Hrs	Total Hrs	2019 Rates (Loaded Rates)	Standard Hours Direct Labor (Including Fees and Overhead)	Overtime Premium (Including Fees and Overhead)
Engineer VI	VI	(A)	114	0	114	\$ 142.50	\$ 16,245.00	\$ -
Inspector IV	IV	(N)	1608	0	1608	\$128.49	\$ 206,611.92	\$ -
Inspector III	III	(N)	1608	0	1608	\$100.66	\$ 161,861.28	\$ -
Inspector II	II	(N)	1368	0	1368	\$72.51	\$ 99,193.68	\$ -
Engineer VI	VI	(A)		0	0			
Inspector IV	IV	(N)		498	498	\$ 154.00		\$ 76,692.00
Inspector III	III	(N)		498	498	\$120.65		\$ 60,083.70
Inspector II	II	(N)		670	670	\$86.91		\$ 58,229.70
TOTAL			4698	1666	6364		\$ 483,911.88	\$ 195,005.40

ATTACHMENT D

REQUIRED TERMS FOR PROJECT CONTRACTS AND SUBCONTRACTS

*****(This section applies to all contracts and subcontracts)*****

In accordance with the terms and conditions set forth in Section 5.1 of the Project Finance Agreement, Recipient agrees that the following language will be included in all contracts and subcontracts regarding the Project including but not limited to those relating to construction, engineering, architectural, legal and fiscal services, as required by federal and state laws, regulations, and executive orders applicable to this Project:

Defined Terms:

The term "Bid Packets" means the New York State Revolving Fund (SRF) Bid Packet for Construction Contracts and Bid Packet for Non-Construction Contracts and Service Providers, available at www.efc.ny.gov/MWBE.

The term "Contractor", as used in this contract or subcontract, means, and applies to, all Prime Contractors, consultants and Service Providers as hereinafter defined, unless specifically referred to otherwise.

The term "Service Providers" means those who provide the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, and travel.

The term "Subcontractor", as used in this contract or subcontract, means, and applies to, any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Service Provider.

The term "EEO policy statement" means a statement of the Service Provider and Subcontractor setting forth at least the following:

- (i) A statement that the Service Provider will provide for and promote equal employment opportunity free of discrimination and harassment against any person on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) An agreement that all of Service Provider's solicitations or advertisements for employees will state that, in the performance of the contract relating to this Project, all qualified applicants will be provided with equal employment opportunity free of discrimination and harassment against any person on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law.
- (iii) An agreement to request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate or harass on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law and that such union or representative will affirmatively cooperate in the implementation of the Service Provider's obligations herein.
- (iv) An agreement to comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory constitutional non-discrimination provisions.

The term "EFC" means the New York State Environmental Facilities Corporation.

The term "EPA" means the United States Environmental Protection Agency.

The term "ESD" means the Empire State Development Corporation - Division of Minority and Women's Business Development.

The term "Recipient" means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due hereunder are being paid in whole or in part.

The term "Service Providers" means professional services, such as legal, engineering, financial advisory or other professional services, supplies, commodities, equipment, materials, and travel.

The term "State" means the State of New York.

The term "Treatment Works" is defined in Clean Water Act (CWA) Section 212. Examples include new, expanded or rehabilitated wastewater; sludge treatment and disposal facilities including biosolids reuse; collector, trunk and interceptor sewers; sewer rehabilitation and infiltration/inflow correction; municipally-owned sewers and treatment capacity for industrial wastewater; combined sewer overflow (CSO) abatement; stormwater resiliency and pollution abatement; energy initiatives, including energy efficiency and on-site power generation for treatment plants and sewer systems; water treatment plant filter backwash and sludge treatment; water efficiency projects, including conservation and reuse of water; septage hauling and marine vessel pump out/treatment facilities; publically-owned water conservation/reuse devices or systems; and security measures for wastewater treatment plants and sewer systems. Stormwater management facilities that are specifically required by a Long Term Control Plan, administrative/judicial order, or a SPDES permit for an MS4 or combined sewer system are considered to be Section 212 projects.

The terms "Nonpoint Source Projects" and "Green Infrastructure Project" are defined in CWA Section 319. Examples include green infrastructure projects that manage stormwater, such as constructed wetlands, biofilters, porous pavement and green roofs; waterbody restoration including stream bank stabilization and drainage erosion and sediment control; restoration of riparian vegetation, wetlands and other water bodies; land acquisition or conservation easements for water quality protection; stormwater management facilities, such as street sweepers and catch basin vacuum vehicles, sediment traps and basins; and capping and closure of municipal solid waste landfills, landfill reclamation, landfill leachate collection, storage and treatment of landfill gas collection and control systems.

The term "Estuary Management Program Project" means a CWA Section 320 Project. Examples include projects necessary to implement the EPA-approved Estuary Conservation and Management Plans for the New York-New Jersey Harbor; Peconic Bay; and Long Island Sound Estuaries.

EEO AND MWBE LANGUAGE, GOALS AND OTHER PROGRAM REQUIREMENTS

***** (Applies to all contracts) *****

Interpretation:

This contract is subject to Article 15-A of the Executive Law (Article 15-A) and 5 NYCRR 140-145 (the Regulations) and shall be considered a State Contract as defined therein. If any of the terms herein conflict with Article 15-A or the Regulations, such law and regulations shall supersede these requirements.

Representations and Acknowledgements of Service Provider:

The Service Provider acknowledges that funds for the payment of amounts due under this contract are being provided in whole or in part subject to the terms and conditions of a grant agreement or a project finance agreement with EFC.

The Service Provider represents that it has submitted an EEO policy statement, an EEO Workforce Staffing Plan for Service Provider (Non-construction) Contracts, and an MWBE Utilization Plan (Prime Service Providers only), prior to the execution of this contract.

*The SRF Bid Packet – Stormwater/Non-Point Source (NPS) Projects (Including CWA Section 319)
SRF Non-Construction Contracts
Part 1: Required Contract Language*

Revision Date: 10/1/2015

Suspension/Debarment - The Service Provider is not a debarred or suspended party under 2 CFR Part 180, 2 CFR Part 1532 and 40 CFR Part 32. Further, neither the Service Provider nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations or with any party that has been determined to be ineligible to bid under Section 316 of the Executive Law.

Equal Employment Opportunity (EEO), Affirmative Action, MWBE and Other Covenants:

Service Provider and Subcontractor shall comply with all federal and state laws, regulations, and executive orders applicable to this Project, and shall provide such documentation, including periodic reports, as may be requested from time to time and as set forth in guidance documentation available at www.efc.ny.gov/MWBE, including but not limited to the Bid Packets.

With respect to this contract, the Service Provider and Subcontractor shall undertake or continue existing programs of affirmative action and equal employment opportunity to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, color, national origin (including limited English proficiency), age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

MWBE PROGRAM

NEW Goals as of 10/1/2015

****Applies to all:** (1) Service Provider contracts greater than \$25,000
 (2) Contracts that are initially under this threshold but subsequent change orders or contract amendments increase the contract value above \$25,000
 (3) Contract amendments greater than \$25,000**

MWBE Goals - The Service Provider agrees to pursue MWBE goals in effect at the time of execution of this contract. The MWBE goals shall be applied to the total amount being funded pursuant to the grant agreement or project finance agreement with EFC. Please contact EFC if you have any questions about the applicable goals for your contract.

Program	MWBE Combined Goal*
CWSRF, DWSRF, & GIGP	20%
NYS Water Grants (also receiving SRF loan)	CWSRF 23% DWSRF 26%
Engineering Planning Grant	CFA Round 2012-2014 20% CFA Round 2015-2016 30%

*May be any combination of MBE and/or WBE participation

Service Providers shall solicit participation of MWBE Service Providers (including Subcontractors, consultants and Service Providers) for SRF-funded projects in accordance with the aforementioned goals. The Service Provider must submit sufficient documentation to demonstrate good faith efforts to provide opportunities for MWBE participation for work related to the SRF-funded project in the event respective goals are not achieved. Guidance pertaining to documentation of good faith efforts is set forth in the Bid Packet.

The Service Provider agrees that for purposes of providing meaningful participation by MWBEs on the contract and achieving the goals, Service Provider will reference the directory of New York State Certified MWBEs found at the following internet address: ny.newnycontracts.com. Subcontractors who in turn subcontract work shall also comply with MWBE requirements for that contract.

MWBE Utilization Plan (MWBE Utilization Plan requirements apply to Service Providers. MWBE Utilization Plans are submitted to the SRF Recipient's minority business officer (MBO) prior to execution of a contract.) Each Service Provider shall prepare an MWBE Utilization Plan, and any subsequent revisions or amendments thereto, that provides information describing MBEs and WBEs to be utilized at various times during the performance of this contract. The MWBE Utilization Plan shall identify the Service Provider's proposed MBE

and WBE utilization for this contract and the MWBE participation goals established for this contract by EFC. The MBEs and WBEs identified in the MWBE Utilization Plan must be certified by, or have applied for, certification from ESD.

In the event that the Service Provider's approved MWBE Utilization Plan does not propose achievement of the MWBE participation goals for this contract, the Contractor shall complete a waiver request as hereinafter referenced.

Submission – Within 30 days of execution of this contract, the Service Provider shall submit to the Recipient copies of all signed subcontracts, agreements, and/or purchase orders referred to in the MWBE Utilization Plan.

Compliance – The Service Provider agrees to adhere to its approved MWBE Utilization Plan for the participation of MWBEs on this contract pursuant to their respective MWBE goals.

Waivers – If the Service Provider's application of good faith efforts does not result in the utilization of MBE and/or WBE firms to achieve the aforementioned goals then, prior to execution of a contract, the Service Provider shall complete the waiver request portion of the MWBE Utilization Plan and submit it to the Recipient. The Service Provider is entitled to receive a written notice of acceptance or denial within 20 days of receipt. Upon receipt of a notice of deficiency from the Recipient, the Service Provider shall respond with a written remedy to such notice within 7 days. Such response may include a request for a total or partial waiver of the aforementioned goals.

The Service Provider shall comply with the requirements set forth in the Bid Packets regarding waivers.

Required Reports – MWBE Monthly Report – The Service Provider agrees to submit a report to the Recipient by the 3rd business day following the end of each month over the term of this contract documenting the payments made and the progress towards achievement of the MWBE goals of this contract.

EEO PROGRAM

***** (Applies to all contracts and subcontracts greater than \$10,000) *****

EEO Workforce Staffing Plan

All Service Providers and their Subcontractors shall submit an acceptable EEO Workforce Staffing Plan setting forth the anticipated work force to be utilized on such contract or, where required, information on the Service Provider's total work force, including apprentices, broken down by specific ethnic background, gender and Federal occupational categories or other appropriate categories specified by the Recipient. The EEO Workforce Staffing Plan is submitted to the Recipient prior to execution of a contract.

Required Reports - EEO Workforce Utilization Reports

During the term of this contract, the Service Provider and Subcontractor shall update and provide notice to the Recipient of any changes to the previously submitted Staffing Plan in the form of an EEO Workforce Utilization Report. The Service Provider shall submit this information on a quarterly basis during the term of this contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The EEO Workforce Utilization Report must be submitted to report this information. In the event a Service Provider and Subcontractor's workforce does not change within the Quarterly period, the Service Provider shall notify the Recipient in writing.

DISADVANTAGED BUSINESS ENTERPRISES

***** (Applies to all contracts and subcontracts) *****

The Service Provider and Subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Service Provider and Subcontractor shall carry out applicable

requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Service Provider and Subcontractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies. Service Providers and Subcontractors shall comply with the requirements set forth in the Bid Packets regarding Disadvantaged Business Enterprises.

REMEDIES

***** (Applies to all contracts) *****

Upon a determination by the Recipient of the Service Provider's non-responsiveness, non-responsibility or breach as a result of a failure to comply with the requirements of Article 15-A and the Regulations, the Recipient may withhold funds under this contract or take such other actions, impose liquidated damages or commence enforcement proceedings as set forth herein or as otherwise allowed by law or in equity.

If the Service Provider or Subcontractor fails to submit to Recipient an EEO policy statement consistent with the provisions set forth in clauses (i), (ii), (iii) and (iv) of the definition thereof and within the timeframe required therefor, Recipient may declare this contract to be null and void.

The Service Provider and Subcontractor agree that a failure to submit and/or adhere to its EEO policy statement, EEO Workforce Staffing Plan for Service Provider (Non-construction) Contracts (if applicable), and an MWBE Utilization Plan (Contractors only), and any other required periodic reports, shall constitute a material breach of the terms of this contract, entitling Recipient to any remedy provided herein, including but not limited to, a finding of Service Provider non-responsiveness.

Liquidated or Other Damages - If it has been determined by the Recipient or NYSEFC that the Service Provider is not in compliance with the requirements herein or refuses to comply with such requirements, or if the Service Provider is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Service Provider shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as determined by the Recipient or EFC, in accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13.

Liquidated damages shall be calculated as an amount not to exceed the difference between:

1. All sums identified for payment to MWBEs had the Service Provider achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under this contract.

In the event a determination has been made by the Recipient or EFC which requires the payment of liquidated damages and such identified sums have not been withheld, Service Provider shall pay such liquidated damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, the Service Provider has filed a complaint with ESD pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

RESTRICTIONS ON LOBBYING

***** (Applies to all contracts and subcontracts greater than \$100,000) *****

The Service Provider and Subcontractor executing a contract in excess of \$100,000 agree to provide to the Recipient an executed Certification For contracts, Grants, Loans, and Cooperative Agreements 40 CFR 34, in the form attached hereto, consistent with the requirements of 40 CFR Part 34.

AGENDA ITEM NO. 10.5

**Operating Permit: Approve Transportation
Network Company Operating Permit.**

AGENDA ITEM NO: 10.5
MEETING DATE: June 10, 2019

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

DEPARTMENT: *Finance*

ACAA Approved
06/11/2019

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

PURPOSE OF REQUEST:

Operating Permit: *Approve Transportation Network Company Operating Permit.*

CONTRACT AMOUNT:

Base Amount: *Privilege Fee of \$2.09 per vehicle drop off, \$2.09 per vehicle pick-up and a \$2,500 permit issuance fee.*

BUDGET INFORMATION:

Anticipated in Current Budget: Yes No NA

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal State Airport NA

JUSTIFICATION:

Chapter 59 of the Laws of 2017 established the legal requirements for Transportation Network Companies (TNC's) to operate in New York State and specifically preserved the rights of Airports located outside of a city with a population of one million or more to enter into contracts or other agreements, adopt regulations, and impose reasonable fees.

In 2017 the Authority commissioned a study by InterVISTAS Consulting Inc. (InterVISTAS) to make recommendations in respect to commercial vehicle fees charged at the Airport. Based upon the recommendation of InterVISTAS, the Authority adopted a permit with a term for twenty-four (24) months from June 29, 2017. The 2017 TNC Operating Permit requires \$2 drop-off and \$2 pick-up fee and a \$5,000 start-up fee.

Staff is recommending the permit term be coterminous for all TNC Operating Permit Holders for the next term ending June 30, 2020, the drop-off and pick-up fee be adjusted to \$2.09 to reflect inflation during the past 24 months, and the permit issuance fee be reduced to \$2,500 from \$5,000.

AGENDA ITEM NO: 10.5
MEETING DATE: June 10, 2019

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend Approval

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES √

Counsel will approve final form of the TNC Operating Permit.

BACK-UP MATERIAL:

- 1) *TNC Operating Permit*
- 2) *U.S. Bureau of Labor Statistics Inflation Chart showing inflation through April 30, 2019*

**ALBANY COUNTY
AIRPORT AUTHORITY
TRANSPORTATION NETWORK
COMPANY OPERATING PERMIT
ALBANY INTERNATIONAL AIRPORT**

THIS TRANSPORTATION NETWORK COMPANY OPERATING PERMIT, hereinafter referred to as "Permit," is entered into this ___th day of _____, 2019, by and between the Albany County Airport Authority, a political subdivision of the State of New York, hereinafter referred to as "the Authority," and **[NAME OF TNC], a [STATE] [FORM OF ENTITY] operating as** a Transportation Network Company, authorized to do business in the State of New York, hereinafter referred to as "TNC" or "Permittee."

W I T N E S S E T H

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

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

3. The AUTHORITY is entitled to reasonably regulate the business use of the Airport, its roadways, property and buildings; preserve good order and peace at the Airport and provide for the public health, safety and welfare and to do anything necessary, convenient or desirable to manage and control its facilities, equipment and properties;

4. PERMITTEE derives a significant benefit from the Authority's capital investment in and maintenance of the entire Airport facility and should pay its fair share of the cost of the same;

5. The AUTHORITY is entitled to establish and collect fees as it may deem necessary or desirable and such fees shall at all times in the judgment of the AUTHORITY be sufficient to maintain the operations of the AUTHORITY on a self-sustaining basis;

6. The AUTHORITY desires to impose a reasonable fee on Off-Airport commercial users of the Airport which helps to defray the cost of providing these public facilities; to raise revenues to help maintain its operations on a self-sustaining basis;

7. The AUTHORITY on June 10, 2019 passed a Resolution for issuing operating permits to TNC operators who deliver or pick-up customers at the Airport, and further to charge user fees for the commercial use of the Airport; and

8. The PERMITTEE desires to transport customers to and/or from the Airport and to have access to the Airport:

NOW, THEREFORE, for and in consideration of the use of the facilities of the Airport and the terms and conditions herein, and in further consideration of the business benefits received by the

PERMITTEE from the entire Airport, and other good and valuable considerations, mutual covenants, terms, privileges and obligations as set forth herein, the AUTHORITY agrees to issue a permit to the PERMITTEE, and the PERMITTEE hereby agrees to abide by all the following terms and conditions:

ARTICLE I

1.1 DEFINITIONS

- 1.1.1 The term “Airport” or “Airport Premises” shall mean the Albany International Airport and all property and improvements contained within its general environs at the effective Date of this Permit.
- 1.1.2 The term “Approval Date” shall mean the date the Permit is approved by Members of the Albany County Airport Authority.
- 1.1.3 The term “Authority” shall mean the Albany County Airport Authority.
- 1.1.4 The term “Chief Executive Officer” shall mean the Chief Executive Officer of the Albany County Airport Authority or her designee. The Chief Executive Officer is delegated with the authority to act on behalf of the Albany County Airport Authority on all matters relating to this Permit, including, but not limited to, the assessment of fines, penalties and termination.
- 1.1.5 The term “Effective Date” shall mean the date on which TNC is authorized to begin operations at the Airport.
- 1.1.6 The term “Emergency” shall mean any situation, health or safety concern, incident, or action that is determined, at Chief Executive Officer’s sole discretion, may cause or has caused structural hazardous or other similar catastrophic damage to the Designated Areas or surrounding areas.
- 1.1.7 The term “Environmental Laws” shall mean any one or all of the laws and/or regulations of the Environmental Protection Agency or any other federal, state, or local agencies, including, but not limited to, the regulations listed below, as may be amended from time to time.
 - A. COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (42 U.S.C. Section 9601 et seq.)
 - B. RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. Section 6941 et seq.)
 - C. TOXIC SUBSTANCES CONTROL ACT (15 U.S.C. Section 2601 et seq.)
 - D. SAFE DRINKING WATER ACT (42 U.S.C. Section 300h et seq.)
 - E. CLEAN WATER ACT (33 U.S.C. Section 1251 et seq.)
 - F. CLEAN AIR ACT (42 U.S.C. Section 7401 et seq.)

G. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA)
(29 CFR, Sections 1910 and 1926)

and regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the federal, state or local government) now in effect or hereafter enacted that deal with the regulation or protection of the environment, including, but not limited to, ambient air procedures and records detailing chlorofluorocarbons (CFC), ambient air, ground water, surface water and land use, including sub-strata land.

1.1.8 The term “Geofence” shall mean an electronic fence covering a specified geographic area at or around the Airport, including but not limited to, the terminal roadway, approved by the Chief Executive Officer, which tracks all TNC Drivers ingress, egress, pick-up, and drop-off activity within the Geofence area. The Geofence shall be comprised of one or more polygons whose boundaries are formed by geographic coordinate defined by the Chief Executive Officer for Airport-owned property, as more fully defined in Exhibit “A”.

1.1.9 The term “Hazardous Material” shall mean the definitions of hazardous substance, hazardous material, toxic substance, regulated substance or solid waste as defined in the applicable regulations, including, but not limited to, the regulations listed below, as may be amended from time to time:

A. COMPREHENSIVE ENVIRONMENTAL RESPONSE,
COMPENSATION AND LIABILITY ACT (42 U.S.C. Section 9601 et
seq.)

B. RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C.
Section 6941 et seq.)

C. HAZARDOUS MATERIALS TRANSPORTATION ACT (49 U.S.C.
Section 1801 et seq.)

and all present or future regulations promulgated thereto;

D. DEPARTMENT OF TRANSPORTATION TABLE (49 C.F.R. Section
172.101) and amendments thereto.

E. ENVIRONMENTAL PROTECTION AGENCY (40 C.F.R. Part 302
and amendments thereto)

and all present or future regulations promulgated thereto; and

All substances, materials and wastes that are, or that become, regulated under, or that are, or that become classified as hazardous or toxic under any environmental law, whether such laws are federal, state or local.

1.1.10 The term “Release” shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping of any Hazardous Material as defined hereinabove, in violation of the Environmental Laws.

- 1.1.11 The term ““Transportation network company" or "TNC" means a person, corporation, partnership, sole proprietorship, or other entity that is licensed pursuant to Article 44-B of the New York Vehicle and Traffic law and is operating in New York state exclusively using a digital network to connect transportation network company passengers to transportation network company drivers who provide TNC prearranged trips.
- 1.1.12 The term "Transportation network company driver" or "TNC driver" means an individual who: (a) Receives connections to potential passengers and related services from a transportation network company in exchange for payment of a fee to the transportation network company; and (b) Uses a TNC vehicle to offer or provide a TNC prearranged trip to transportation network company passengers upon connection through a digital network controlled by a transportation network company in exchange for compensation or payment of a fee.”
- 1.1.13 The term “TNC Application” shall mean the mobile application or platform developed by TNC that connects passengers with TNC Drivers/TNC Vehicles.
- 1.1.14 The term “TNC Driver” shall mean an individual who:
(a) Receives connections to potential passengers and related services from a transportation network company in exchange for payment of a fee to the transportation network company; and
(b) Uses a TNC vehicle to offer or provide a TNC prearranged trip to transportation network company passengers upon connection through a digital network controlled by a transportation network company in exchange for compensation or payment of a fee.
The term TNC Driver applies any time the person is at the Airport through his or her relationship with the TNC.
- 1.1.15 The term, “TNC Vehicle” shall mean vehicle that is:
(a) used by a TNC Driver to provide a TNC prearranged trip originating within the state of New York; and
(b) owned, leased or otherwise authorized for use by the TNC Driver; and (c) such term shall not include: (i) a taxicab, as defined in section one hundred forty-eight-a of this chapter and section 19-502 of the administrative code of the city of New York, or as otherwise defined in local law;
(ii) a livery vehicle, as defined in section one hundred twenty-one-e of this chapter, or as otherwise defined in local law;
(iii) a black car, limousine, or luxury limousine, as defined in section 19-502 of the administrative code of the city of New York, or as otherwise defined in local law;
(iv) a for-hire vehicle, as defined in section 19-502 of the administrative code of the city of New York, or as otherwise defined in local law;
(v) a bus, as defined in section one hundred four of this chapter;
(vi) any motor vehicle weighing more than six thousand five hundred pounds unloaded;
(vii) any motor vehicle having a seating capacity of more than seven passengers; and
(viii) any motor vehicle subject to section three hundred seventy of this chapter.
- 1.1.16 The term “Trip” shall mean each instance in which a TNC approved Vehicle either picks-up one or more passengers or drops-off one or more passengers at the Airport. An occasion when a TNC crosses the Geofence, enters the Airport and both drops-off one or more passengers and picks up one or more passengers shall constitute two Trips.
- 1.1.17 The term “Waybill” shall mean TNC Driver’s electronic document containing, but not

limited to, the TNC name, TNC Driver's name and photograph, TNC Vehicle license plate number, the requesting passenger name(s), and location of pickup for the current or most recent passenger.

1.2 TERM

This Operating Permit will be in effect from the Effective Date through June 30, 2020. This Permit may be terminated by either party at any time upon thirty (30) days advance written notice.

1.2.1 TNC shall provide to the Chief Executive Officer the following items prior to the establishment of the Effective Date. The Effective Date will be confirmed by written notice from the Chief Executive Officer:

1.2.1.1 Copy of a permit or other instrument issued by Authority.

1.2.1.2 Evidence of insurance by TNC as more fully outlined in Section 2.6.

1.2.1.3 Copy of TNC's Registration to do business with the State of New York Department of State.

1.2.1.4 Copy of TNC's Trade Dress as more fully defined in Section 1.5.

1.2.1.5 The Authority has received payment of Permit Activation Fee as more fully defined in Section 1.7.

1.2.1.6 Establishment of a Geofence as more fully defined in Section 1.6.

1.2.1.7 Letter of Credit as more fully defined in Section 1.7.3.

TNC and its TNC Drivers are strictly prohibited from providing any pick-up or drop-off services at the Airport until an Effective Date is established.

1.3 DESIGNATED AREAS

1.3.1 TNC Driver/Vehicles will be permitted to operate, on a non-exclusive basis, in the following areas to provide authorized services as outlined in Section 1.4. Trade Dress as defined in Section 1.5 is required while a TNC Driver/Vehicle is in any or all of these Designated Areas:

1.3.1.1 **Staging Area:** TNC Driver/Vehicle shall wait in a staging area as defined in Exhibit "A" of this Permit. Staging of TNC Vehicles in the designated area is on a non-exclusive first come basis. While in the staging area:

A. TNC Drivers shall park within the Staging Area for the sole purpose of awaiting a ride request for passenger pick-up using TNC's Application. TNC Driver will not use the Staging Areas for any other purpose. TNC Driver will be required to have TNC's Application open and on at all times while in the Staging Area in accordance with Section 1.6.

B. TNC acknowledges that, unless otherwise authorized by the Chief Executive Officer, its TNC Driver shall **only receive** a request for and

acceptance of a ride on TNC's Application for Albany International Airport in the designated Staging Area. If there are insufficient TNC Drivers within the Designated Areas, TNC may send requests to TNC Drivers who are located off Airport property.

- C. TNC Driver will be required to keep the area neat, clean and free of debris and to utilize trash receptacles in the Staging Areas provided by the Authority.
- D. TNC Driver is prohibited from performing any maintenance, repair, or washing of TNC Vehicles in the Staging Areas.

1.3.1.2 **Passenger Pick-Up:** TNC Driver shall pick up passenger(s) that have accepted a ride on TNC's Application **only** in areas identified by The Authority. These areas are more fully defined in Exhibit "A".

1.3.1.3 **Passenger Drop-Off:** TNC Driver shall drop off passengers at Albany International Airport at the following locations only:

Terminal – Departures Curb by passenger(s)' airline

1.3.2 **Modification to Designated Areas:** Any further modification to the Designated Areas in which TNC and its TNC Drivers are allowed to conduct operations shall be accomplished through the issuance of a Space Use Letter, executed by the Chief Executive Officer, including any applicable revised Exhibit "A" drawings. It is hereby understood and agreed that any modification to the Designated Areas will be under the general terms and conditions of this Permit or as may be needed to meet the operational needs of the Airport, as determined by the Chief Executive Officer. However, the Authority reserves the right to include any specific terms and conditions related to a specific modification to the Designated Areas in any Space Use Letter issued. It is understood by both parties that TNC and/or its TNC Drivers occupation or use of any Designated Areas, shall be deemed as TNC's consent to all terms and conditions identified under a Space Use Letter.

1.3.3 TNC acknowledges that the Chief Executive Officer shall assign the use of any Designated Areas, or other designated areas of the Airport for use by TNC, in common with other TNC operators. TNC acknowledges that such assignments will be determined at the sole discretion of the Chief Executive Officer.

1.3.4 Upon reassignment of Designated Areas or termination of this Permit, howsoever caused, TNC will discontinue use of any area(s) or Designated Areas, as applicable, within the time frames identified by the Authority.

1.4 USE OF DESIGNATED AREAS

1.4.1 **Authorized Uses:** On a non-exclusive basis, TNC Drivers in their approved TNC Vehicles shall have the right to provide ground transportation services in Designated Areas to transport passengers with their baggage to and from the Airport utilizing TNC's Application only and by no other methods. TNC and TNC Drivers are prohibited from conducting any other activities, including, but not limited to, those that are more fully defined in Exhibit "C".

Exhibit “C” may be modified from time to time by the Chief Executive Officer through a written correspondence.

TNC also acknowledges that the Chief Executive Officer may, based on operational and capacity issues, limit the total number of TNC Vehicles and TNC Drivers utilizing the Designated Areas.

- 1.4.2 If, in the sole judgment of the Chief Executive Officer, TNC or TNC Driver is promoting or offering for sale items and/or services not included within the scope of the purpose of the Permit, the Authority shall give TNC written notice of such violation. TNC will then have five (5) business days to remedy the violation. If TNC fails to remedy the violation, including by deactivating a driver’s access to the Airport, it shall be considered a material breach of this Permit, and the Chief Executive Officer may exercise the right to cancel the Permit and/or individually fine the TNC Driver.
- 1.4.3 At all times, the general public will be given the highest consideration in matters effecting the operation and use of the Designated Areas.
- 1.4.4 **Ingress and Egress:** TNC has the nonexclusive right of reasonable ingress to and egress from its Designated Areas over Airport System roadways, including common-use roadways, subject to any rules or security regulations which may have been established or shall be established in the future by the Chief Executive Officer, County, the Federal the Authority Administration (FAA), Transportation Security Administration (TSA), and/or the State of New York. Such right of reasonable ingress and egress shall apply to TNC Drivers. The right of ingress and egress likewise applies to the transport of equipment, material, machinery and other property related to TNC’s authorized business under this Permit.
- 1.4.5 Should a conflict ever arise between TNC and other operators at the Airport regarding use of the Designated Areas, the Chief Executive Officer shall resolve the conflict and TNC agrees to abide by the Chief Executive Officer’s decision.

1.5 TRANSPORTATION REQUIREMENTS

In conducting its operations consisting solely of the Authorized Uses in accordance with Section 1.4, without limiting the generality of other provisions of this Permit, TNC and each TNC Driver shall strictly comply with the following transportation requirements as amended from time to time by the Authority by written correspondence and Title 20:

- 1.5.1 **Trade Dress Airport Permit Identifier:** Any TNC Vehicle on Airport property shall at all times display Trade Dress as more fully defined in this section. Failure of a TNC Vehicle to display Trade Dress shall be deemed a violation of this Permit.
 - 1.5.1.1 **Trade Dress:** TNC shall provide The Authority with a photograph of TNC’s Trade Dress prior to the establishment of the Effective Date for the Chief Executive Officer’s approval. While a TNC Driver/Vehicle is in a Designated Area, said TNC Vehicle shall display approved Trade Dress.

For the purpose of this Permit Trade Dress shall mean a removable magnetic signage and/or recognizable TNC emblem(s) which will allow the Authority, passengers, and enforcement personnel to identify TNC Vehicles at a distance of up to fifty (50) feet at all time, when such vehicles are on Airport property.

1.6 DIGITAL ID, VEHICLE TRACKING AND GEOFENCE:

The Authority has, or will provide via a third-party company, a comprehensive system for tracking and reporting on TNC activity conducted on Airport Premises. The Chief Executive Officer reserves the right to alter the tracking program and/or to direct modification of the TNC's tracking process, including, but not limited to, required data elements of TNC Vehicles at any time for any Airport property as defined in Section 1.1.1 with thirty (30) days written notice or otherwise in a reasonable amount of time as determined by the Authority. Prior to engaging in operations at the Airport and at TNC's sole expense, TNC shall work with assigned the Authority personnel and/or the third-party company that the Authority has designated to develop and implement a vehicle Geofence tracking protocol, consistent with the **Data Interface Requirement set forth in Exhibit "B"** and to the satisfaction of the Authority. TNC Vehicle tracking shall be established as follows:

- 1) All TNC Vehicles shall be identified electronically for each TNC trip by a unique number associated with the driver and the TNC Vehicle license plate number.
 - 2) The unique number shall be linked by the TNC to the TNC Driver in a manner that allows the Authority to audit TNC's compliance with the Permit terms and the operating requirements; and, to pursue enforcement action in the case of an incident that occurs on Airport Premises.
 - 3) The Authority shall periodically audit TNC's records with respect to its operations at Airport in accordance with Section 1.9 RECORDS AND AUDIT.
 - 4) A minimum of ten (10) business days prior written notice shall be provided to The Authority, noting any system update or change, as it relates to the vehicle tracking system. TNC shall provide the planned date and time of the update or change, along with "release notes," detailing the anticipated modifications.
- 1.6.1 **Tracking Triggers:** TNC Vehicle trips shall be tracked at various stages based on transaction type described below. For each transaction type, TNC shall provide the transaction type, date, time, geographical location, Geofence identification, TNC identification, TNC Driver-based unique identifier, and TNC Vehicle license plate number. TNC Driver shall maintain an open TNC Application at all times while operating in the Designated Areas.
- 1.6.2 **Upon Entry of Airport Premises and/or the Geofence:** Upon entry into the Geofence, TNC shall electronically notify ("Ping") the Authority, in real time with the TNC Driver unique identifier, license plate number of each TNC Vehicle, date, time, geographical location, Geofence identification TNC identification, whether there is an active TNC ride in the vehicle at the time of entry (if any). The ping shall be transmitted by TNC to The Authority at the moment each TNC Vehicle crosses the Geofence.
- 1.6.3 **Upon Passenger Pick-Up:** When the TNC Driver has picked up a passenger, TNC shall instantaneously send a Ping to the Authority, including date, time, geographical location, Geofence identification, TNC identification, driver-based unique identifier,

vehicle license plate number and whether there is an active TNC ride in the TNC Vehicle following passenger pick-up.

1.6.4 **Upon Passenger Drop-Off:** When the TNC Driver has dropped off a passenger, TNC shall instantaneously send a Ping to the Authority, including date, time, geographical location, Geofence identification, TNC identification, driver-based unique identifier, vehicle license plate number and whether there is an active TNC ride in the TNC Vehicle following passenger drop-off.

1.6.5 **Upon exiting Airport Premises and/or the Geofence:** TNC shall instantaneously send a final Ping to the Authority, including date, time, geographical location, Geofence identification, TNC identification, driver-based unique identifier, vehicle license plate number and whether there is an active TNC ride remaining in the TNC Vehicle following passenger pick-up or drop-off.

1.7 FEES AND CHARGES

1.7.1 **Permit Activation Fee:** Prior to the Effective Date, TNC shall pay to the Authority a Permit Activation Fee in the amount of **Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00)**.

If TNC paid the Permit Activation Fee while operating under a Temporary Operating Permit, that payment shall be applied to this Permit.

1.7.2 **Trip Fee:** Beginning on the Effective Date, TNC shall pay to the Authority a Trip Fee of:

Two and 09/100 Dollars (\$2.09) for each Trip when a TNC Driver picks-up passenger(s) at Airport; and

Two and 09/100 Dollars (\$2.09) for each Trip when a TNC Driver drops-off passenger(s) at Airport.

1.7.2.1 Should TNC elect to line item out on a passenger's final invoice an "airport fee" or similar, TNC shall only list the Trip Fee stated above or as predetermined in accordance Section 1.7.5. TNC is strictly prohibited from listing any other "airport" type fees.

1.7.3 **Security Deposit:** Thirty (30) days following the Effective Date, TNC agrees to provide an irrevocable Letter of Credit, Surety Bond or other instrument acceptable to the Authority in an amount equal to two (2) months total estimated, fees owed to the Authority, based on the average of up to the six (6) previous months, due to the Authority for all activities on the Designated Areas. The Authority retains the right to redetermine the amount of the Letter of Credit, Surety Bond or other instrument from time to time based on the average two (2) months activity for the previous twelve (12) month period. In the event TNC fails to make payments in accordance with the requirements of this Permit, the Authority has the right to apply the above-referenced Letter of Credit, Surety Bond or other instrument as may be necessary or to exercise any other legal remedies to which it may be entitled.

- 1.7.4 **Late Fees:** In the event any required payment is not made by TNC as required and remains unpaid for a period of thirty (30) days or more beyond the due date, the Authority shall be entitled to, and TNC shall pay, a Late Fee with an interest at the rate of twelve percent (12%) per annum on all amounts unpaid thirty (30) days past the due date.
- 1.7.5 **Redetermination of Fees and Charges:** The Authority reserves the right to periodically redetermine all fees and charge. All such adjustments shall be subject to ninety (90) days prior written notice to TNC from the Chief Executive Officer. If TNC does not agree with such redetermined fees and charges, it has the right to cancel this Permit as provided for in Section 1.2.
- 1.7.6 TNC agrees that at Chief Executive Officer's sole discretion, upon thirty (30) days written notice, fees can be determined by an Automated Vehicle Identification (AVI) Fee System or other collection technology.

1.8 METHOD OF PAYMENT AND REPORTS

- 1.8.1 TNC shall make all payments by check or electronic transfer made payable to the Albany County Airport Authority, or other form of payment acceptable to the Authority, and deliver or mail said payments to the Albany County Airport Authority, Finance Department, 737 Albany Shaker Road- Suite 204, Albany County, New York 12211 or to such other place as the Authority may direct TNC in writing on or before the due dates as outlined in this section.
- 1.8.2 All other amounts due to the Authority from TNC, as provided herein, will be paid by TNC within twenty (20) days of the date of the invoice.
- 1.8.3 **Monthly Trip Report:** On or before the **twentieth (20th) day of each month**, TNC shall submit to the Authority a detailed statement of its Trips derived from its operations at the Airport based on TNC's previous month's activities, as permitted herein. Such statement will be submitted in a format as defined by the Authority, and certified by the TNC as being correct and true. The statement shall include a calculation of the Trip Fees due to the Authority, broken down by pick-up vs. drop-off.
- 1.8.4 **Annual Trip Report: Within ninety (90) days after the expiration of this Permit**, TNC shall provide the Authority with a detailed statement of all activities for the previous Permit year's business operations on Airport Property. Should such statements show that the amount paid during the period of review was less than that which was due, TNC shall immediately remit the additional amount to the Authority. Should such statement show that TNC paid the Authority more than was due, after review and verification by Authorities Chief Financial Officer, a credit memo will be issued to be applied against future fees and charges, except that if such should be the case at the end of the last month of this Permit, the Authority will refund the overpayment to TNC.
- 1.8.5 TNC will submit any other information reasonably requested by the Authority pertaining to TNC's operations permitted hereunder.

1.9 RECORDS AND AUDIT

- 1.9.1 TNC shall maintain accurate and complete financial books, records, accounts, and data of all TNC's activities pursuant to this Permit and shall keep them available at any time at its principle place of business within Albany County, New York or another location as approved in writing by the Chief Executive Officer, Monday through Friday, 9:00 a.m. to 5:00 p.m. for the inspection by the Chief Executive Officer or such agents, employees, accountants, or auditors as the Chief Executive Officer may designate.

In the event that such books, records, accounts, and data are not maintained at TNC's principal place of business within Albany County, New York, as stated herein, TNC shall be responsible for the transportation and delivery, which may be by electronic means, including any associated costs, of any records requested for inspection to and from a location designated by the Chief Executive Officer.

If TNC fails to produce such records in Albany County, New York, the Authority may at TNC's expense send its agents, employees, accountants, or auditors to conduct such inspection. TNC shall reimburse the Authority for all travel expenses incurred by the Authority to perform the inspection of such records as may be required under this Permit.

Such books, records, accounts, and data shall be maintained in such a way that it is readily auditable, and conform to all applicable laws. Such financial records and reports shall be kept for a period of five (5) years from the end of TNC's fiscal year (or longer if required by law) or until the final disposition of any claims or litigation arising out of the performance of this Permit, whichever is longer.

- 1.9.2 The Chief Executive Officer, at any time, but no more than twice annually and on reasonable advance written notice, has the right to cause an audit, examination, or review of TNC's business records and activities pursuant to this Permit to be made by Chief Executive Officer or such agents, employees, accountants, or auditors as the Chief Executive Officer may designate. TNC shall retrieve and provide all books, records, accounts, and data within twenty (20) business days, or such other reasonable time as may be agreed to by the parties, of any requests made by the Chief Executive Officer or such agents, employees, accountants, or auditors as the Chief Executive Officer may designate. Such audit will be at the sole expense of Authority.

If TNC fails to respond and/or provide the requested information within the agreed-upon time frame, it shall be considered in default of this Permit. The Authority may, in addition to any other fines permitted, as a cumulative remedy, cancel this Permit under the terms Section 2.15 of this Permit.

TNC agrees to provide documents electronically or otherwise provide appropriate work space and access to copiers, fax machines and other office equipment needed in conjunction with such audit, examination, or review without charge to the Authority.

If, as a result of such audit, examination, or review, it is determined that TNC's Trip Fees previously reported to the Authority by TNC are found to be understated in any respect, all associated fees and accrued interest shall become due immediately and TNC shall remit any additional payments to the Authority.

Additionally, if TNC's activities and fees reported to the Authority by TNC are found to be intentionally understated in any respect, or to be understated (either intentionally or unintentionally) by a greater margin than three (3%) percent of TNC's activities and fees for the period under review, TNC shall immediately pay to the Authority the costs associated with such audit, examination, or review, otherwise the cost of such audit may be paid by the Authority.

If such audit, examination, or review discloses any willful or intentional inaccuracies, this Permit, at the option of the Chief Executive Officer and as a cumulative remedy, may be canceled or terminated.

- 1.9.3 In the event the Authority receives a third-party request for information provided by TNC to the Authority under this agreement, TNC acknowledges that the Authority is required to comply with any applicable public records requirements the State of New York. The Authority will make its best efforts to promptly notify TNC of such request or potential disclosure, and to allow TNC the opportunity to seek court intervention concerning the potential disclosure of information which TNC deems to be confidential information or trade secret or otherwise exempt from disclosure.

1.10 THE AUTHORITY PERMIT RESPONSIBILITIES

In the operation of TNC's activities within the Designated Areas, the Authority will provide and maintain the following:

- 1.10.1 Maintenance and repair of the Designated Areas, except damage caused by the negligence of TNC, or TNC Drivers.
- 1.10.2 In the event that any repair is required by reason of the negligence or abuse of TNC or TNC's Drivers, the Authority may make such repair and bill the TNC at cost of the repairs.

The above will apply if TNC fails to satisfy its obligation under Section 1.11.6, within ten (10) business days, unless such repair is required for the safety and/or security of the Airport.

1.11 TNC PERMIT RESPONSIBILITIES

In the operation of TNC's activities within the Designated Areas, TNC shall provide and maintain, at TNC's sole expense, the following:

- 1.11.1 TNC and/or TNC Drivers shall keep the Designated Areas in a safe, clean and orderly condition at all times.
- 1.11.2 TNC shall be responsible for ensuring that TNC Drivers use the designated areas of the Airport, and that TNC Drivers shall, in addition to all other applicable Federal, State and local requirements, comply with all applicable provisions of Albany County Airport Authority Rules and Regulations and Operating Directives. In addition, prior to engaging in operations at the Airport, TNC shall convey the substance of this agreement via training to each TNC Driver.
- 1.11.3 In the operation of TNC's activities within the Designated Areas, TNC and/or TNC

Drivers shall report to Authority any damage that may exist and/or repairs that may be required.

- 1.11.4 TNC shall immediately repair any damage to Designated Areas or any other space at the Airport caused by the fault or negligence of TNC or TNC Driver, and not covered by insurance carried by TNC. Where possible, the Authority shall provide notice to TNC and a reasonable opportunity to conduct such repair, provided, however, that if necessary for safety reasons the Authority, at its option, may make such repairs and TNC shall reimburse the Authority for its reasonable costs for labor and materials.
- 1.11.5 TNC Drivers' conduct shall be in an orderly and proper manner so as not to annoy, disturb or be offensive to others. TNC and TNC Drivers shall, at all times while on duty, conduct themselves in a courteous manner toward the public and at all times act in accordance with the applicable Airport Rules and Regulations and/or Airport Operating Directives. Upon objection from the Chief Executive Officer to TNC concerning the conduct, demeanor or appearance of such persons, TNC shall, within a reasonable time, remedy the cause of the objection. The Chief Executive Officer shall solely determine whether or not the conduct of the employee of the TNC or TNC Driver meets the requirements under this Permit. Upon written notice from the Chief Executive Officer of any non-conformity with this section, TNC shall take all steps necessary to remedy the condition, conduct and/or violation immediately.
- 1.11.6 TNC and/or TNC Drivers shall not, without written prior written permission of the CEO, erect, install, operate, nor cause or permit to be erected, installed, or operated upon Airport property, any signs or other similar advertising devices.
- 1.11.7 TNC and/or TNC Drivers are prohibited from wrapping or using any other material on the exterior of a TNC Vehicle to advertise or promote third party goods or services. Excluded from this prohibition is TNC's approved Trade Dress and other advertisement for TNC.
- 1.11.8 TNC and/or TNC Drivers shall not commission, install or display any work of art on Airport property.
- 1.11.9 TNC shall provide clear wayfinding directions to its customers who are being picked up at the Airport, through TNC's App, to direct them to the proper pick-up location. Upon written notice from the Chief Executive Officer of any non-conformity with this section, TNC shall take all steps necessary to remedy the condition, conduct and/or violation immediately.

1.12 NOTICES

All notices, requests, consents and approvals under this Permit shall be served or given by certified mail, registered mail, (to the P.O. Box listed below), nationally recognized courier (such as FedEx or UPS) (to the street address listed below), or email, except in cases of emergency, in which case it will be confirmed by email or facsimile. Any changes to the contact information contained herein will be exchanged in writing. In addition to this Notices Section TNC shall provide the Chief Executive Officer within five (5) business days a 24-hour contact list for operational issues.

- 1.12.1 **Notices to the Authority:** Notices intended for the Authority sent via certified or registered mail will be addressed to:

Albany County Airport
Authority
Attn: Chief Executive
737 Albany Shaker Road
Albany, New York 12211-1057

Notices intended for the Authority sent via nationally recognized courier (such as FedEx or UPS), will be addressed to:

Albany County Airport
Authority
Attn: Chief Executive
737 Albany Shaker Road
Albany, New York 12211-1057

- 1.12.2 **Notices to TNC:** Notices intended for TNC via certified or registered mail will be addressed to:

COMPANY NAME
STREET ADDRESS
CITY, STATE, ZIP

EMAIL:

Notices intended for TNC sent via nationally recognized courier (such as FedEx or UPS), will be addressed to:

COMPANY NAME
STREET ADDRESS
CITY, STATE, ZIP

EMAIL:

Notices intended for TNC sent via email, will be addressed to:

EMAIL:

or to such other address as may be designated by TNC by written notice to the Authority.

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ARTICLE II

2.1 ASSIGNMENT

This Permit and any rights granted hereunder shall not be transferred or assigned to any other party, including, but not limited to, any subsidiary of TNC without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld, conditioned or delayed.

2.2 AIRPORT RULES AND REGULATIONS AND OPERATING DIRECTIVES

2.2.1 TNC, on behalf of itself, its agents and its TNC Drivers hereby agrees to be bound in the operation of its service at the Airport by all Airport Rules and Regulations and Operating Directives. The AUTHORITY may issue such rules and regulation as may be necessary to preserve good order and peace at the Airport and to provide for the public health, safety, and welfare for all users of the Airport. TNC, agents, and TNC Drivers shall adhere to the Airport Rules and Regulations and Operating Directives, as may be amended from time to time. **TNC agrees to be subject to any fines and/or administrative assessments or penalties assessed against TNC, its agents, and/or TNC Drivers resulting from violations of any Rules and Regulations and Operating Directives.** Nothing herein shall prohibit the TNC from passing on any fines and/or administrative assessments or penalties to the offending TNC Driver. TNC shall keep current municipal, state, or federal licenses or permits required for the conduct of its business, if any.

2.2.2 TNC shall be responsible for and shall pay to the Authority any penalties and/or administrative assessments, as established by the Operating Directives, and imposed by the Chief Executive Officer upon the TNC, its agents, and/or TNC Drivers for any violation of the Airport Rules and Regulations, Operating Directives, and/or terms and conditions of this Permit. Nothing herein shall prohibit the TNC from passing on any fines and/or administrative assessments or penalties to the offending TNC Driver. Such payments shall be due within thirty (30) days after the receipt of such notice of violations.

2.2.3 The Authority, through the Chief Executive Officer, maintains the right to adopt, amend and enforce reasonable rules and regulations and operating directives with respect to use of and the conduct and operation of the Airport, its terminal buildings, or any improvements within the present or future boundaries of the Airport which TNC agrees to observe and obey.

2.3 TAXES, LICENSES, AND PERMITS

TNC shall, at its own expense, identify, provide to the Authority and maintain in force, any and all licenses and permits required for the legal operation of all aspects of this Permit. TNC shall promptly pay all taxes, excises, license fees and permit fees of whatever nature applicable. TNC agrees to indemnify and save harmless Authority from any and all loss, cost, damage, expense, penalty or any liability whatsoever resulting from or in any manner arising out of the delay or failure of TNC to pay when due, discharge or comply with any such taxes or other governmental charge. The provisions of this Section shall survive the expiration or earlier termination of this Permit.

2.4 INDEMNITY

TNC, to the fullest extent permitted by law, to indemnify, defend and hold the Authority, the County of Albany, and AFCO AvPorts Management, LLC including but not limited to, its officials, employees, volunteers, Contractors, Agents, Invitees, Authorized Representatives and their employees, forever harmless from and against all liability, actions, legal and or administrative proceedings, claims, losses, demands, judgments, liens, and expenses of whatsoever kind or nature, or other expenses (including, but not limited to, defense costs, expenses and reasonable attorney fees) (collectively, "Claims"), imposed upon the Authority by reason of : (1) TNC's use on Airport property including but not limited to the Authority's Geofence or arising out of TNC's use or occupancy thereof, TNC use or occupancy of any other area of the Geofence, or arising out of the acts or omissions of TNC or (2) any negligent actions or inactions of TNC, except to the extent such Claims are caused by the negligence or willful misconduct of the Authority, the County of Albany, and AFCO AvPorts Management, LLC including but not limited to, its officials, employees, volunteers, Contractors, Agents, Invitees, Authorized Representatives and their employees.. TNC agrees that their obligation to indemnify, defend and hold the Authority harmless applies at all times while a TNC Driver is on Airport property by reason of the drivers' relationship with TNC, regardless of whether the TNC Vehicle is carrying a passenger.

Authority shall promptly notify TNC, in writing, of any claim, demand, or lawsuit giving rise to the indemnification obligations above.

Additionally, at its option, the Authority may elect to hire an attorney and/or attorneys to defend the Authority, the County of Albany, and/or AFCO AvPorts Management, LLC its successors and assigns, and the members its officers, employees, agents, Chief Executive Officers or members of the Board of the Authority for any of the items set forth above, including, but not limited to, claims, causes of actions, suits, judgments, negotiations, settlements and arbitrations. If Authority exercises this option, TNC agrees that TNC remains subject to all indemnification obligations as set forth in this Section, including, but not limited to, paying all costs, attorney's fees, costs of suit, costs of appeal, and expert witness fees. The Authority may at any time compromise or settle any claim, cause of action, suits and/or arbitration if Authority pays the settlement or compromise amount. Notwithstanding the above, if it is determined that the TNC fails to indemnify or defend the Authority and if it is determined that Authority is legally liable to the party with whom settlement was made or in whose favor judgment rendered and the amount to be paid or was paid is reasonable, then TNC is liable to Authority for that amount, plus all fees and costs as set forth in this Section. TNC agrees, within thirty calendar days of receipt of invoice from Authority to pay all attorney's fees and such other verifiable costs and/or expenses as required by Authority in handling of and/or the defense of such claims.

The Authority reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by TNC, in which event TNC will cooperate. In the event of any third party claim whereby the TNC infringes on a third party's rights, TNC, not the Authority, shall be solely responsible and at its sole cost and expense for the investigation, defense, settlement, and discharge of any such claim.

This indemnity clause will not apply to any negligent acts or omissions solely caused by the Authority, its employees, agents or agents. Furthermore, this indemnification shall survive the termination of this permit. This indemnification is in addition to any other rights or remedies the Authority may have under the law.

2.5 WARRANTIES

The Authority is allowing TNC to operate for the benefit of third parties “as is” and third parties using a TNC service do so at his or her own risk. To the fullest extent allowable under applicable law, the Authority disclaims all warranties, whether express or implied, including any warranties that TNC’s application is reliable, accurate, fit for a particular purpose or need, non-infringing, free of defects or able to operate on an uninterrupted basis, that the use of the application by the third party is in compliance with the laws applicable to the third party, that third party information or payment transmitted in connection with TNC’s application (including as part of a mobile payment) will be successfully, accurately, or securely transmitted or received, or that TNC requests will be as placed or ready at the suggested time.

To the fullest extent allowable under applicable law, in no event shall the Authority, (A) be liable to a third party with respect to use of a TNC’s application, including without limitation participation in mobile payment; and be liable (B) to a third party for any indirect, special, incidental, consequential, or exemplary damages, including without limitation, damages for loss of goodwill, lost profits, loss, theft or corruption of third party information, the inability to use the TNC application or device failure or malfunction.

2.6 INSURANCE

TNC shall ensure that all insurance as required herein are provided and maintained by the TNC. As used in this Section 2.6, any reference to TNC shall be deemed to include TNC’s Agents as applicable.

TNC acknowledges that some TNC Drivers may provide services to more than one permitted transportation network TNC and that such TNC Driver may have multiple applications active at one time. In light of this fact, TNC agrees that its responsibilities to provide insurance coverage, as provided in this Permit apply at all times when Authorized Uses as defined in Section 1.4.1 are being provided on Airport property. For the purpose of determining TNC’s insurance obligations, TNC specifically agrees that the Waybill associated with the last passenger drop-off controls until a vehicle without a new matched passenger has exited Airport property.

2.6.1 **Insurance Requirements:** During the entire Term of this Agreement, TNC agrees to obtain and maintain acceptable insurance in accordance with specifications contained herein. TNC’s insurance shall be primary as respects to Authority and TNC, their officers, employees and volunteers acting as agents of the Authority. Any other coverage available to Authority, its officers, employees and volunteers will be excess over the insurance required by the contract and shall not contribute with it.

TNC is responsible for and must remedy all damage or loss to any property, including property of the Authority and/or the County of Albany, caused in whole or in part by TNC or anyone employed, directed or supervised by TNC.

TNC is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this Permit. The Authority shall have the right from time to time, on not less than thirty (30) days’ notice, to require TNC to increase the amount or type of coverage required to be maintained under this Permit. Such insurance will include, but not limited to:

A. **Commercial General Liability:** On an “occurrence” basis, coverage must

include, Products and Completed Operations, Contractual liability, independent Contractors, severability of interest (Cross Liability) and Personal & Advertising Injury, in the amount of One Million Dollars (\$1,000,000) “Each Occurrence”, minimum aggregate, if any, of Two Million Dollars (\$2,000,000).

- B. **Automobile Liability Insurance:** Shall be maintained at limits of no less than One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) Combined Single Limit each accident of Automobile Liability coverage for an “any auto” (“symbol 1”, owned, hired and non-owned) or otherwise operated or used by or on behalf of the TNC. Such coverage may be maintained in the form of “excess liability coverage”. Any other symbol requires prior approval of the Chief Executive Officer of the Authority, or designee, prior to the Authority’s acceptance of the Certificate of Insurance and TNC’s start of operations at the Airport.
- C. **Workers Compensation:** Insurance shall be maintained in accordance with New York State Statute. A certificate of insurance will be provided to the Authority by TNC.

2.6.2 **Certificates of Insurance and Endorsements:** TNC shall provide the Authority evidence of required minimum insurance coverage and as noted above, upon execution of this Agreement and annually, following the expiration of each required insurance policy. The required certificate(s) and endorsements shall be immediately furnished by the TNC on Industry issued ACCORD and ISO forms and be signed by a person authorized by the insurer(s) to bind coverage on their behalf. In addition to certificates of insurance the TNC must also provide the following endorsements to the insurance policy:

- 1. Waivers of subrogation endorsements.
- 2. Primary noncontributory endorsement: TNC policies including umbrella or excess liability shall be considered primary insurance and any insurance or maintained by the Authority is excess and shall not contribute with insurance required of the TNC.
- 3. Additional Insured Endorsement: TNC agrees to cause its insurance company to issue a policy endorsement expressly naming Albany County Airport Authority, the County of Albany, AFCO AvPorts Management, LLC its successors and assigns, and the members (including, without limitation, all members of the governing board of the Authority), officers, employees and agents of each as additional insured additional insured via blanket endorsement on any Commercial General Liability and Business Auto insurance policy intended for protection under this Permit.
- 4. 10 Day Notice: Policies shall be endorsed to provide a ten (10) day written notice provision for cancellation or coverage reduced of any policy.

2.6.3 **Notice of Cancellation:** Should TNC cancel or fail to renew any insurance policy required herein, and or receive advance written notice from the insurer prior to cancellation, termination, and revocation of any insurance coverage required hereunder, TNC or its agent shall provide 30 days written notice to the Chief

Executive Officer of such material change. **If any of the insurance is cancelled, TNC shall cease operations until such insurance can be provided and shall cause TNC Drivers to also cease operations on or about Airport Property.**

- 2.6.4 **Waiver of Subrogation:** To the fullest extent permitted by law, TNC agrees to waive all rights of subrogation against the Authority, including the members of the governing board of the Authority, officers, employees, related entities, and authorized representatives for all costs expenses, losses, damages, claims, suits or demands, however caused to real or personal property, including but not limited to vehicles, equipment, and tools, owned, leased or used by the TNC or TNC Drivers, employees, agents or subcontractors; and (ii) to the extent such loss, damage, claims, suits or demands are covered or should be covered, by the required or any other insurance maintained by the TNC. This waiver shall apply to all first party property, equipment, vehicle, and Workers Compensation claims unless prohibited under applicable state law, and all third-party liability claims. This waiver shall apply to all deductibles, retentions or self-insured layers applicable to the required or any other insurance maintained by the TNC. TNC agrees to endorse the required insurance policies to permit waivers of subrogation in favor of the Authority as required hereunder, TNC further agrees to hold harmless and indemnify the Authority for any loss or expense incurred as a result of TNC failure to obtain such waivers of subrogation from TNC insurers (or any waivers of subrogation from TNC Drivers).
- 2.6.5 **Severability of Interest:** Except with respect to the limits of insurance, TNC's required insurance shall apply separately to each insured or additional insured.
- 2.6.6 **Rating:** All policies required herein shall be issued by an insurance company(s) eligible to issue insurance policies in the State of New York, and with insurers with a current A.M. Best rating of not less than "A-," financial size; VII), unless otherwise approved by the Authority.
- 2.6.7 **Deductibles/Self-Insured Retention:** All deductibles and self-insured retention(s) shall be fully disclosed within the Certificates of Insurance. No deductible or self-insured retention(s) may exceed Five Hundred Thousand Dollars (\$500,000) unless prior written consent is given by the Chief Executive Officer of the Authority.
- 2.6.8 **Agent:** The Certificate shall be signed by an insurance carrier(s) or surplus line carrier(s) approved to write insurance in the State of New York.
- 2.6.9 **Renewal Certificates and Endorsements:** All renewal insurance certificates must be provided to Authority promptly following the expiration of the current insurance. Failure of the Authority to request such certificates or other evidence of TNC's compliance with insurance requirements, or failure of TNC to identify deficiencies from evidence that is provided, shall in no way limit or relieve TNC of its obligation to maintain such insurance. In addition, the acceptance of any Certificate of Insurance evidencing the required insurance coverage's and limits does not constitute approval or agreement by the Authority that the insurance requirements have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the requirements. The Authority Department retains the right to reject any certificate(s) and endorsement(s) that it believes does not conform to these standards.
- 2.6.10 **Insurance Submittal Address:** All Insurance Certificates and endorsements requested shall be sent to the Albany County Airport Authority, 737 Albany Shaker Road,

Administration Building, Albany, NY 12211-1057. Certificates and endorsements may also be submitted electronically to the Authority's as determined by Chief Executive Officer.

ARTICLE III

3.1 ENVIRONMENTAL POLICY

- 3.1.1 **Environmental Compliance:** TNC, on behalf of itself, its agents and its TNC Drivers hereby agrees to be bound in the operation of its service at the Airport by the Laws of the State of New York, County Ordinances, or other such governmental regulations, whether municipal, state, or federal, including, but not limited to, those that deal with Hazardous Material and/or the regulation of protection of the environment, including ambient air, ground water, surface water, and land use, including sub strata land. TNC shall immediately, upon request, verify compliance to any such requirement, which may be amended or otherwise modified from time to time.
- 3.1.2 **Violation of Environmental Laws:** TNC shall not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released on, under or about the Airport, or transported to and from the Airport, by TNC, its agents, and/or TNC Drivers or a third party in violation of the Environmental Laws as defined in Section 1.1.10 of this Permit, or the Authority Environmental Management System, as it now exists, or as may be modified from time to time.
- 3.1.2.1 The Authority will inspect areas to ensure that TNC is using the Airport in accordance with environmental requirements.
- 3.1.2.2 Upon request of the Authority, TNC shall conduct such testing and analysis as necessary to ascertain whether TNC is using the Airport in compliance with environmental requirements. Any such tests will be conducted by qualified independent experts chosen by TNC and subject to Chief Executive Officer's reasonable approval. Copies of such reports from any such testing will be provided to the Chief Executive Officer.
- 3.1.2.3 TNC shall provide copies of all notices, reports, claims, demands or actions concerning any environmental concern or release or threatened release of Hazardous Materials or special wastes to the environment.
- 3.1.3 **Contamination of Designated Areas:** If the presence of any Hazardous Materials on, under or about any area of the Airport caused or permitted by TNC, its agents, and/or TNC Driver results in any contamination of the Airport, TNC will promptly take all actions, at its sole cost and expense, as are necessary to return the contaminated area to the condition existing prior to the introduction of any such Hazardous Material. TNC will take all steps necessary to remedy and remove any such hazardous materials and special wastes and any other environmental contamination as is necessary to protect the public health and safety and the environment from actual or potential harm and to bring the contaminated area into compliance with all environmental requirements such procedures are subject to:
- 3.1.3.1 Prior approval of the Chief Executive Officer, which approval will not be

unreasonably withheld, TNC shall submit to the Chief Executive Officer a written plan for completing all remediation work. The Chief Executive Officer retains the right to review and inspect all such work at any time using consultants and/or representatives of the Chief Executive Officer's choice.

3.1.3.2 Such actions of remediation by TNC will not potentially have any material adverse long-term effect on the Designated Areas in the sole judgment of the Chief Executive Officer.

3.1.4 **Compliance with All Governmental Authorities:** TNC shall promptly make all submission to, provide all information to, and comply with all requirements of the appropriate governmental authority under all Environmental Laws, as defined in Section

1.1.10 of this Permit or the Department of the Authority Environmental Management System, as it now exists or as may be modified from time to time. TNC shall promptly provide photocopies to Chief Executive Officer of any submissions to and/or from environmental regulating agencies.

3.1.4.1 Should the government determine that a site characterization, site assessment, and/or cleanup plan be prepared or that a cleanup should be undertaken because of any spills or discharges of Hazardous Materials at the Airport which occur during the Term of this Permit the TNC shall (at its own expense) prepare and submit required plans and financial assurances, and carry out the approved plans. TNC will, at no cost or expense to the Authority, promptly produce all information requested by the Chief Executive Officer to determine the applicability of the Environmental Laws to the Airport, or to respond to any governmental investigation or to respond to any claim of liability by third parties which is related to environmental contamination.

3.1.4.2 TNC's obligations and liabilities under this provision will continue so long as The Authority bears any responsibility under the Environmental Laws for any action that occurred on the Airport as a result of TNC's actions.

3.1.4.3 Indemnification of Authority by TNC includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, restoration, any fines or penalties issued to TNC or the Authority, or any other work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material located on the Airport or present in the soil or ground water on, under or about the Airport caused or permitted by TNC.

3.1.4.4 The parties agree that the Authority's right to enforce TNC's promise to indemnify is not an adequate remedy at law for TNC's violation of any provision of this Permit. The Authority will also have the rights set forth in Section 3.1 of this Permit in addition to all other rights and remedies provided by law or otherwise provided in this Permit.

3.1.5 **The Authority's Termination Rights for Violation of Environmental Laws:** Failure by TNC, its agents, and/or TNC Driver or the failure of a third party to comply with any of the requirements and obligations of this Permit or applicable Environmental Laws will constitute a material default of this Permit and will permit

the Authority to pursue the following remedies, in addition to all other rights and remedies provided by law or otherwise provided in this Permit, to which the Authority may resort cumulatively, or singularly, in the alternative.

3.1.5.1 The Authority may, at the Authority's election, keep this Permit in effect and enforce all of its rights and remedies under this Permit, including (i) the right to recover rent and other sums as they become due by the appropriate legal action and/or (ii) the right, upon ten (10) days' written notice to TNC, to make payments required of TNC or perform TNC's obligations and be reimbursed by TNC for the cost, unless such payment is made or obligation performed by TNC within such ten (10) day period.

3.1.5.2 The Authority may, at the Authority's election, terminate this Permit upon written notice to TNC as provided in Section 1.2 of this Permit. Except as otherwise specifically set forth herein, if this Permit is terminated under this provision, TNC, on behalf of itself, its agents and its TNC Drivers hereby agrees, waives all rights against the Authority, including, but not limited to, breach of contract, costs of design, installation or construction of Improvements and/or interruption of business.

3.1.5.3 Notwithstanding any other provision in this Permit to the contrary, the Authority will have the right of "self-help" or similar remedy, including access to the Designated Areas, in order to minimize any damages, expenses, penalties and related fees or costs, arising from or related to a violation of environmental law on, under or about the Airport.

3.1.6 The provisions of this Section 3.1, shall survive the expiration or earlier termination of this Permit.

3.2 NON-DISCRIMINATION

TNC shall comply with all federal, state and local laws regarding non-discrimination.

3.2.1 This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23.

The TNC agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

3.3 DISPUTES

Any and all disputes arising under this Permit, which cannot be administratively resolved, shall be determined according to the laws of the State of New York, and TNC agrees that the venue of any such dispute, either administratively or judicial, shall be in Albany County, New York. TNC agrees as a condition of this Permit that notwithstanding the existence of any dispute between the parties, insofar as is possible under the terms of this Permit, each party shall continue to perform the obligations required of it during the continuation of any such dispute,

unless enjoined or prohibited by a court of competent jurisdiction.

3.4 STATE OF NEW YORK LAW

This Permit will be interpreted under and governed by the Law of the State of New York.

3.5 ADDITIONAL CLAUSES

TNC hereby acknowledges and agrees that it will be subject to the additional clauses contained in Exhibit "B" and Exhibit "C", attached hereto and by reference made a part hereof.

3.6 MISCELLANEOUS

- 3.6.1 If any provision herein is unenforceable then such provision shall be of no effect on any other provision hereof and the Permit shall be effective as if the unenforceable provision had not been included.
- 3.6.2 No waiver of any breach hereof shall be deemed a waiver of any other breach hereof.
- 3.6.3 This Permit constitutes the entire Permit and supersedes all previous agreements and negotiations and may only be amended by writing executed by both Parties.
- 3.6.4 Regardless of which party drafted this Permit or any language that may be at issue, any ambiguities in this Permit or the language at issue shall not be interpreted against the drafting party.
- 3.6.5 The headings, captions, and arrangements used in this Permit are for convenience and shall not be deemed to limit, amplify, or modify the terms of this Permit, nor to affect the meaning thereof.
- 3.6.6 No modification or amendment to this Permit is valid unless in writing and signed by both Parties.
- 3.6.7 The following provisions shall survive abandonment, expiration or termination of this Permit:
 - a) Indemnity Clause
 - b) Any other provisions of this Permit that imposes continuing obligations on the TNC after the abandonment, expiration or termination of this Permit.
- 3.6.8 This Permit and all rights and obligations hereunder are subject to approval by the Albany County Airport Authority. However, the Chief Executive Officer of the Authority has the authority to act on behalf of the Albany County Airport Authority for all purposes under this Permit, including the ability to terminate this Permit as set forth herein.

[Remainder of page intentionally left blank - signature page follows.]

IN WITNESS WHEREOF, Authority and TNC have executed these presents the day and year first above written.

ALBANY COUNTY AIRPORT AUTHORITY

[NAME OF COMPANY] (“COMPANY”)

BY: _____
John A. O’Donnell
Chief Executive Officer

BY: _____

APPROVED AS TO FORM:
Peter A. Stuto Esq., General Counsel

BY: _____
Peter A. Stuto, Esq.

EXHIBIT "A"
GEOFENCE



EXHIBIT "A"
GEOFENCE
(Continued)



EXHIBIT B DATA INTERFACE REQUIREMENTS

Overview

The purpose of the functionality is to provide the means for any TNC to send an entry, exit, and pickup or dropoff event to the Airport's Ground Transportation Management System when a TNC vehicle accesses the facility. This data is then recorded with all other ground transportation data allowing the site to charge, report, and audit information as desired.

Description

Geofence Identifier (geofence_id) maps to a particular geofence at a particular facility.

Transaction Type (txn_type - see below) maps to a Read Point.

TNC Identifier (tnc_id) maps to an Account.

A message received for a Driver that does not exist in the system causes a new record to be created using the uuid value for the Traveler Reference Number and license plate value for the Vehicle ID.

Customer Specific Data

Several values are assigned at the time of implementation. These include:

- a. URL
- b. tnc_id
- c. username and password
- d. geofence_id

Implementation

TNC shall cooperate by providing the information in the separately issued TNC Data Exchange Packet provided by the Airport to the extent they are capable of providing that data to any Airport Operator.

**EXHIBIT “C”
PROHIBITED ACTIVITY**

The following activities are prohibited while operating under this Permit. This list is not intended to be inclusive of all prohibited activities and does not supersede any other restrictions or prohibitions set forth in the Permit, Airport Rules and Regulations or Operating Directives.

- A. Violating any term or obligation found in this Permit;
- B. Picking up or discharging passengers or their baggage anywhere other than the Designated Areas;
- C. Leaving the TNC Vehicle unattended;
- D. Failing to give, upon passenger’s request, the TNC Driver’s correct name, the name of TNC, the TNC Driver’s TNC identification number or vehicle number, if any;
- E. Failing to immediately comply with request from the Authority, its Agents, or local law enforcement, to see proof of insurance, license and registration, Waybill, or confirmation that TNC’s application is activated while on Airport property or within the Geofence Tracking Areas;
- F. Operating on Airport property without an activated TNC Application or approved Trade Dress;
- G. Solicitation of passengers on Airport property;
- H. Any attempt to bypass TNC’s application and solicit cash payment from passengers;
- I. Any solicitation for or on behalf of any hotel, motel, day or night club, etc.;
- J. Transporting a passenger in an unauthorized TNC Vehicle;
- K. Littering on the Airport premises;
- L. Recirculating anywhere on Airport roadways;
- M. Using or possessing any alcoholic beverages, or dangerous drugs or narcotic while on Airport roadways;
- N. Operating on an expired or unauthorized Airport Placard, if required;
- O. Any violation of any Airport Rules and Regulations or Operating Directives.

New England Information Office

[Geographic Information](#) > [New England](#) > Table

Consumer Price Index US City Average (1982-84 = 100)

CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS (CPI-U), NOT SEASONALLY ADJUSTED

U.S. City Average All Items 1982-84=100 (R)=Revised													
Year	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	Avg.
1992	138.1	138.6	139.3	139.5	139.7	140.2	140.5	140.9	141.3	141.8	142.0	141.9	140.3
1993	142.6	143.1	143.6	144.0	144.2	144.4	144.4	144.8	145.1	145.7	145.8	145.8	144.5
1994	146.2	146.7	147.2	147.4	147.5	148.0	148.4	149.0	149.4	149.5	149.7	149.7	148.2
1995	150.3	150.9	151.4	151.9	152.2	152.5	152.5	152.9	153.2	153.7	153.6	153.5	152.4
1996	154.4	154.9	155.7	156.3	156.6	156.7	157.0	157.3	157.8	158.3	158.6	158.6	156.9
1997	159.1	159.6	160.0	160.2	160.1	160.3	160.5	160.8	161.2	161.6	161.5	161.3	160.5
1998	161.6	161.9	162.2	162.5	162.8	163.0	163.2	163.4	163.6	164.0	164.0	163.9	163.0
1999	164.3	164.5	165.0	166.2	166.2	166.2	166.7	167.1	167.9	168.2	168.3	168.3	166.6
2000	168.8 (R)	169.8 (R)	171.2 (R)	171.3 (R)	171.5 (R)	172.4 (R)	172.8 (R)	172.8 (R)	173.7	174.0	174.1	174.0	172.2
2001	175.1	175.8	176.2	176.9	177.7	178.0	177.5	177.5	178.3	177.7	177.4	176.7	177.1
2002	177.1	177.8	178.8	179.8	179.8	179.9	180.1	180.7	181.0	181.3	181.3	180.9	179.9
2003	181.7	183.1	184.2	183.8	183.5	183.7	183.9	184.6	185.2	185.0	184.5	184.3	184.0
2004	185.2	186.2	187.4	188.0	189.1	189.7	189.4	189.5	189.9	190.9	191.0	190.3	188.9
2005	190.7	191.8	193.3	194.6	194.4	194.5	195.4	196.4	198.8	199.2	197.6	196.8	195.3
2006	198.3	198.7	199.8	201.5	202.5	202.9	203.5	203.9	202.9	201.8	201.5	201.8	201.6
2007	202.416	203.499	205.352	206.686	207.949	208.352	208.299	207.917	208.490	208.936	210.177	210.036	207.342
2008	211.080	211.693	213.528	214.823	216.632	218.815	219.964	219.086	218.783	216.573	212.425	210.228	215.303
2009	211.143	212.193	212.709	213.240	213.856	215.693	215.351	215.834	215.969	216.177	216.330	215.949	214.537
2010	216.687	216.741	217.631	218.009	218.178	217.965	218.011	218.312	218.439	218.711	218.803	219.179	218.056
2011	220.223	221.309	223.467	224.906	225.964	225.722	225.922	226.545	226.889	226.421	226.230	225.672	224.939
2012	226.665	227.663	229.392	230.085	229.815	229.478	229.104	230.379	231.407	231.317	230.221	229.601	229.594
2013	230.280	232.166	232.773	232.531	232.945	233.504	233.596	233.877	234.149	233.546	233.069	233.049	232.957
2014	233.916	234.781	236.293	237.072	237.900	238.343	238.250	237.852	238.031	237.433	236.151	234.812	236.736
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336	236.525	237.017
2016	236.916	237.111	238.132	239.261	240.229 (R)	241.018 (R)	240.628 (R)	240.849 (R)	241.428	241.729	241.353	241.432	240.007
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786	245.519	246.819	246.663	246.669	246.524	245.120
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439	252.885	252.038	251.233	251.107
2019	251.712	252.776	254.202	255.548									
PERCENT CHANGE FROM 12 MONTHS AGO, NOT SEASONALLY ADJUSTED													
1993	3.3	3.2	3.1	3.2	3.2	3.0	2.8	2.8	2.7	2.8	2.7	2.7	3.0
1994	2.5	2.5	2.5	2.4	2.3	2.5	2.8	2.9	3.0	2.6	2.7	2.7	2.6
1995	2.8	2.9	2.9	3.1	3.2	3.0	2.8	2.6	2.5	2.8	2.6	2.5	2.8
1996	2.7	2.7	2.8	2.9	2.9	2.8	3.0	2.9	3.0	3.0	3.3	3.3	3.0
1997	3.0	3.0	2.8	2.5	2.2	2.3	2.2	2.2	2.2	2.1	1.8	1.7	2.3
1998	1.6	1.4	1.4	1.4	1.7	1.7	1.7	1.6	1.5	1.5	1.5	1.6	1.6
1999	1.7	1.6	1.7	2.3	2.1	2.0	2.1	2.3	2.6	2.6	2.6	2.7	2.2
2000	2.7	3.2	3.8(R)	3.1 (R)	3.2 (R)	3.7	3.7 (R)	3.4	3.5	3.4	3.4	3.4	3.4
2001	3.7	3.5	2.9	3.3	3.6	3.2	2.7	2.7	2.6	2.1	1.9	1.6	2.8
2002	1.1	1.1	1.5	1.6	1.2	1.1	1.5	1.8	1.5	2.0	2.2	2.4	1.6
2003	2.6	3.0	3.0	2.2	2.1	2.1	2.1	2.2	2.3	2.0	1.8	1.9	2.3
2004	1.9	1.7	1.7	2.3	3.1	3.3	3.0	2.7	2.5	3.2	3.5	3.3	2.7
2005	3.0	3.0	3.1	3.5	2.8	2.5	3.2	3.6	4.7	4.3	3.5	3.4	3.4
2006	4.0	3.6	3.4	3.5	4.2	4.3	4.1	3.8	2.1	1.3	2.0	2.5	3.2
2007	2.1	2.4	2.8	2.6	2.7	2.7	2.4	2.0	2.8	3.5	4.3	4.1	2.8
2008	4.3	4.0	4.0	3.9	4.2	5.0	5.6	5.4	4.9	3.7	1.1	0.1	3.8
2009	0.0	0.2	-0.4	-0.7	-1.3	-1.4	-2.1	-1.5	-1.3	-0.2	1.8	2.7	-0.4
2010	2.6	2.1	2.3	2.2	2.0	1.1	1.2	1.1	1.1	1.2	1.1	1.5	1.6

U.S. City Average All Items 1982-84=100 (R)=Revised													
2011	1.6	2.1	2.7	3.2	3.6	3.6	3.6	3.8	3.9	3.5	3.4	3.0	3.2
2012	2.9	2.9	2.7	2.3	1.7	1.7	1.4	1.7	2.0	2.2	1.8	1.7	2.1
2013	1.6	2.0	1.5	1.1	1.4	1.8	2.0	1.5	1.2	1.0	1.2	1.5	1.5
2014	1.6	1.1	1.5	2.0	2.1	2.1	2.0	1.7	1.7	1.7	1.3	0.8	1.6
2015	-0.1	0.0	-0.1	-0.2	0.0	0.1	0.2	0.2	0.0	0.2	0.5	0.7	0.1
2016	1.4	1.0	0.9	1.1	1.0 (R)	1.0 (R)	0.8 (R)	1.1 (R)	1.5	1.6	1.7	2.1	1.3
2017	2.5	2.7	2.4	2.2	1.9	1.6	1.7	1.9	2.2	2.0	2.2	2.1	2.1
2018	2.1	2.2	2.4	2.5	2.8	2.9	2.9	2.7	2.3	2.5	2.2	1.9	2.4
2019	1.6	1.5	1.9	2.0									

CONSUMER PRICE INDEX FOR URBAN WAGE EARNERS AND CLERICAL WORKERS (CPI-W), NOT SEASONALLY ADJUSTED

U.S. City Average All Items 1982-84=100 (R)=Revised													
Year	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	Avg.
1992	136.0	136.4	137.0	137.3	137.6	138.1	138.4	138.8	139.1	139.6	139.8	139.8	138.2
1993	140.3	140.7	141.1	141.6	141.9	142.0	142.1	142.4	142.6	143.3	143.4	143.3	142.1
1994	143.6	144.0	144.4	144.7	144.9	145.4	145.8	146.5	146.9	147.0	147.3	147.2	145.6
1995	147.8	148.3	148.7	149.3	149.6	149.9	149.9	150.2	150.6	151.0	150.9	150.9	149.8
1996	151.7	152.2	152.9	153.6	154.0	154.1	154.3	154.5	155.1	155.5	155.9	155.9	154.1
1997	156.3	156.8	157.0	157.2	157.2	157.4	157.5	157.8	158.3	158.5	158.5	158.2	157.6
1998	158.4	158.5	158.7	159.1	159.5	159.7	159.8	160.0	160.2	160.6	160.7	160.7	159.7
1999	161.0	161.1	161.4	162.7	162.8	162.8	163.3	163.8	164.7	165.0	165.1	165.1	163.2
2000	165.6 (R)	166.5 (R)	167.9 (R)	168.0 (R)	168.2 (R)	169.2 (R)	169.4 (R)	169.3 (R)	170.4	170.6	170.9	170.7	168.9
2001	171.7	172.4	172.6	173.5	174.4	174.6	173.8	173.8	174.8	174.0	173.7	172.9	173.5
2002	173.2	173.7	174.7	175.8	175.8	175.9	176.1	176.6	177.0	177.3	177.4	177.0	175.9
2003	177.7	179.2	180.3	179.8	179.4	179.6	179.6	180.3	181.0	180.7	180.2	179.9	179.8
2004	180.9	181.9	182.9	183.5	184.7	185.3	184.9	185.0	185.4	186.5	186.8	186.0	184.5
2005	186.3	187.3	188.6	190.2	190.0	190.1	191.0	192.1	195.0	195.2	193.4	192.5	191.0
2006	194.0	194.2	195.3	197.2	198.2	198.6	199.2	199.6	198.4	197.0	196.8	197.2	197.1
2007	197.559	198.544	200.612	202.130	203.661	203.906	203.700	203.199	203.889	204.338	205.891	205.777	202.767
2008	206.744	207.254	209.147	210.698	212.788	215.223	216.304	215.247	214.935	212.182	207.296	204.813	211.053
2009	205.700	206.708	207.218	207.925	208.774	210.972	210.526	211.156	211.322	211.549	212.003	211.703	209.630
2010	212.568	212.544	213.525	213.958	214.124	213.839	213.898	214.205	214.306	214.623	214.750	215.262	213.967
2011	216.400	217.535	220.024	221.743	222.954	222.522	222.686	223.326	223.688	223.043	222.813	222.166	221.575
2012	223.216	224.317	226.304	227.012	226.600	226.036	225.568	227.056	228.184	227.974	226.595	225.889	226.229
2013	226.520	228.677	229.323	228.949	229.399	230.002	230.084	230.359	230.537	229.735	229.133	229.174	229.324
2014	230.040	230.871	232.560	233.443	234.216	234.702	234.525	234.030	234.170	233.229	231.551	229.909	232.771
2015	228.294	229.421	231.055	231.520	232.908	233.804	233.806	233.366	232.661	232.373	231.721	230.791	231.810
2016	231.061	230.972	232.209	233.438	234.436 (R)	235.289 (R)	234.771 (R)	234.904 (R)	235.495	235.732	235.215	235.390	234.076
2017	236.854	237.477	237.656	238.432	238.609	238.813	238.617	239.448	240.939	240.573	240.666	240.526	239.051
2018	241.919	242.988	243.463	244.607	245.770	246.196	246.155	246.336	246.565	247.038	245.933	244.786	245.146
2019	245.133	246.218	247.768	249.332									

PERCENT CHANGE FROM 12 MONTHS AGO, NOT SEASONALLY ADJUSTED													
1993	3.2	3.2	3.0	3.1	3.1	2.8	2.7	2.6	2.5	2.7	2.6	2.5	2.8
1994	2.4	2.3	2.3	2.2	2.1	2.4	2.6	2.9	3.0	2.6	2.7	2.7	2.5
1995	2.9	3.0	3.0	3.2	3.2	3.1	2.8	2.5	2.5	2.7	2.4	2.5	2.9
1996	2.6	2.6	2.8	2.9	2.9	2.8	2.9	2.9	3.0	3.0	3.3	3.3	2.9
1997	3.0	3.0	2.7	2.3	2.1	2.1	2.1	2.1	2.1	1.9	1.7	1.5	2.3
1998	1.3	1.1	1.1	1.2	1.5	1.5	1.5	1.4	1.2	1.3	1.4	1.6	1.3
1999	1.6	1.6	1.7	2.3	2.1	1.9	2.2	2.4	2.8	2.7	2.7	2.7	2.2
2000	2.9 (R)	3.4 (R)	4.0	3.3(R)	3.3	3.9	3.7	3.4(R)	3.5	3.4	3.5	3.4	3.5
2001	3.7	3.5	2.8	3.3	3.7	3.2	2.6	2.7	2.6	2.0	1.6	1.3	2.7
2002	0.9	0.8	1.2	1.3	0.8	0.7	1.3	1.6	1.3	1.9	2.1	2.4	1.4
2003	2.6	3.2	3.2	2.3	2.0	2.1	2.0	2.1	2.3	1.9	1.6	1.6	2.2
2004	1.8	1.5	1.4	2.1	3.0	3.2	3.0	2.6	2.4	3.2	3.7	3.4	2.6
2005	3.0	3.0	3.1	3.7	2.9	2.6	3.3	3.8	5.2	4.7	3.5	3.5	3.5
2006	4.1	3.7	3.6	3.7	4.3	4.5	4.3	3.9	1.7	0.9	1.8	2.4	3.2
2007	1.8	2.2	2.7	2.5	2.8	2.7	2.3	1.8	2.8	3.7	4.6	4.3	2.9
2008	4.6	4.4	4.3	4.2	4.5	5.6	6.2	5.9	5.4	3.8	0.7	-0.5	4.1
2009	-0.5	-0.3	-0.9	-1.3	-1.9	-2.0	-2.7	-1.9	-1.7	-0.3	2.3	3.4	-0.7
2010	3.3	2.8	3.0	2.9	2.6	1.4	1.6	1.4	1.4	1.5	1.3	1.7	2.1
2011	1.8	2.3	3.0	3.6	4.1	4.1	4.1	4.3	4.4	3.9	3.8	3.2	3.6
2012	3.1	3.1	2.9	2.4	1.6	1.6	1.3	1.7	2.0	2.2	1.7	1.7	2.1
2013	1.5	1.9	1.3	0.9	1.2	1.8	2.0	1.5	1.0	0.8	1.1	1.5	1.4
2014	1.6	1.0	1.4	2.0	2.1	2.0	1.9	1.6	1.6	1.5	1.1	0.3	1.5
2015	-0.8	-0.6	-0.6	-0.8	-0.6	-0.4	-0.3	-0.3	-0.6	-0.4	0.1	0.4	-0.4
2016	1.2	0.7	0.5	0.8	0.7 (R)	0.6 (R)	0.4 (R)	0.7 (R)	1.2	1.4	1.5	2.0	1.0
2017	2.5	2.8	2.3	2.1	1.8	1.5	1.6	1.9	2.3	2.1	2.3	2.2	2.1

U.S. City Average All Items 1982-84=100 (R)=Revised													
2018	2.1	2.3	2.4	2.6	3.0	3.1	3.2	2.9	2.3	2.7	2.2	1.8	2.5
2019	1.3	1.3	1.8	1.9									

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U.S. Bureau of Labor Statistics | New England Information Office, JFK Federal Building Suite E-310, Boston, MA 02203
www.bls.gov/regions/new-england | Telephone: 1-617-565-2327 | [Contact New England Region](#)

AGENDA ITEM NO. 10.6

**Amendment #1 to Professional Service
Contract No. S-946 Runway 10-28 and Taxiway C
Edge Lighting Replacement to C&S Companies for
Construction Inspection.**

AGENDA ITEM NO: 10.6
MEETING DATE: June 10, 2019

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

DEPARTMENT:

ACAA Approved
06/11/2019

Contact Person: *John LaClair, P.E. Airport Engineer*

PURPOSE OF REQUEST:

Amendment #1 to Professional Service Contract No. S-946 Runway 10-28 and Taxiway C Edge Lighting Replacement to C&S Companies for Construction Inspection.

CONTRACT AMOUNT:

Base Amount:	\$177,000.00
Amendment #1:	<u>253,000.00*</u>
Total:	\$430,000.00

BUDGET INFORMATION:

Federal Airport Improvement Program
Anticipated in Current ALB Capital Plan: Yes J No ___ NA
Funding Account No.: CPN 2214

AWARD CONDITIONS MET:

Apprenticeship N/A DBE Y MWBE N/A

Service Disable Veteran Owned Business (SDVOB) N/A

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal 90% State 5% Airport 5% NA _____
Term of Funding: 2018-2020
Grant No.: 3-36-0001-xx-19 State PIN: <pending>

JUSTIFICATION:

Authorization is requested for the award of Amendment #1 to Contract S-946 for Construction Inspection services for Runway 10-28 and Taxiway C Edge Lighting Replacement to C&S Companies in the amount of \$253,000. The firm was previously selected as the most qualified firm responding to a competitive Request for Qualifications process. Their fee for services was subsequently established by negotiation as provided for in the Federal Aviation Administration Advisory Circular 150/5100-14-D. The proposed fee will include all construction inspection services during the execution of the construction contract and is in conformance with the Disadvantaged Business Enterprise requirements.

AGENDA ITEM NO: 10.6
MEETING DATE: June 10, 2019

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES NA

PROCUREMENT DEPARTMENT APPROVAL:

Procurement complies with Authority Procurement Guidelines and Chief Financial Officer has approved. YES NO .

BACK-UP MATERIAL:

Please refer to attached fee proposal from C&S Companies.



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

May 8, 2019

Mr. John LaClair
Albany County Airport Authority
Albany International Airport
Administration Bldg., 2nd Floor
Albany, NY 12211

Re: Runway 10-28 and Taxiway "C,H,J,K & N" Edge Lighting Replacement Project
Albany International Airport
Construction Observation and Administration Proposal
Contract # S-946

File: Q23.003.002

Dear Mr. LaClair:

Enclosed for your consideration is one copy of our Schedule "A" (Scope of Services) & Schedule "B" (Cost Plus Fixed Fee) to complete construction observation and administration for the above referenced project. We have not identified any DBE component as this is a one person inspection project and sub consultant services are not required.

If you have any questions in reference to the enclosed, please do not hesitate to contact our office.

Very truly yours,

C&S ENGINEERS, INC.

A handwritten signature in blue ink, appearing to read 'Chris Brubach'.

Christopher D. Brubach, P.E.
Chief Engineer



SCHEDULE A

SCOPE OF WORK

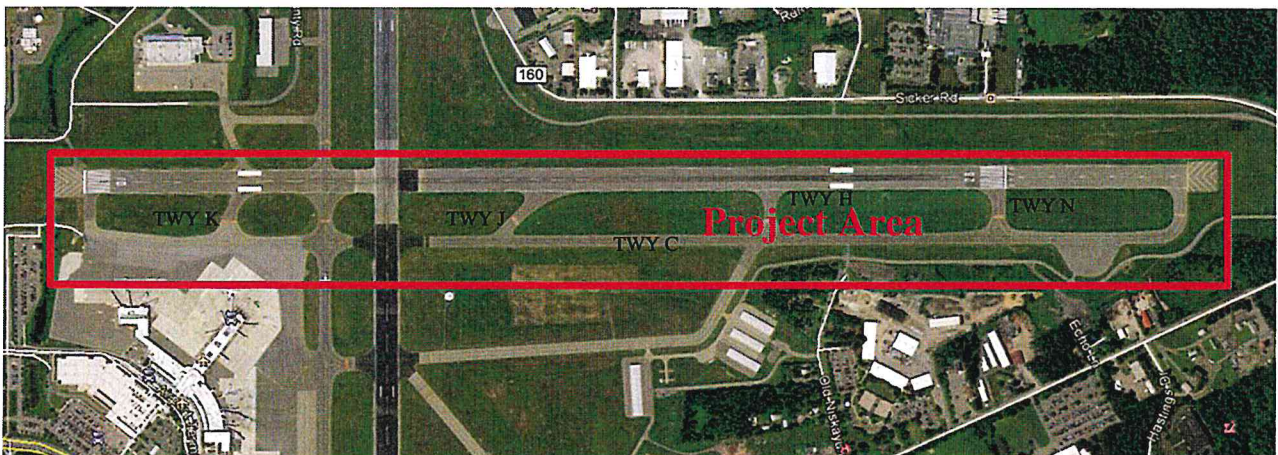
Project Title: Runway 10-28 and Taxiway “C, H, J, K & N” Edge Lighting Replacement
Sponsor: Albany County Airport Authority
Airport Name: Albany International Airport
Consultant: C&S Engineers, Inc.
Services Provided: Construction Observation and Administration, Contract S-946

Project Description:

The CONSULTANT shall provide required services to observe the construction of the Runway 10-28 and Taxiway “C, H, J, K & N” Edge Lighting Systems Replacement project (the “Project”). The Project will be performed and constructed by the SPONSOR with grant assistance from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) and New York State Department of Transportation (NYSDOT).

Primary work items for the project associated with the pavements identified above, include:

- Remove existing Runway 10-28, Taxiway C, Taxiway K, Taxiway J, Taxiway H connector, Taxiway N edge lights.
- Install new Runway and Taxiway edge lights, at the preferred locations and heights.
- Install new conduit, wiring and junction structures.
- Replace electrical homeruns to the electrical building for the Runway 10-28 edge lighting, Taxiway C East edge lighting and Taxiway C West edge lighting circuits.
- The existing REIL’s and guidance signs will remain and will be reconnected.
- A primary wind cone will be installed near the ASOS, and placed on new circuit.
- Runway Guard Lights (RGL’s) will be installed on Taxiway C and K.
- The existing supplemental wind cones for all four runway ends will be replaced.



Services to be provided by the CONSULTANT shall include construction phase services, as applicable, required to accomplish the following items (“Basic Services”):

CONSTRUCTION CONTRACT ADMINISTRATION PHASE

The Construction Contract Administration Phase shall consist of observation of the construction to become generally familiar with the progress and quality of the Contractor’s work to determine if the work is proceeding in general conformity with the Contract Documents. Construction Contract Administration includes the following services:

1. Provide consultation and advice to the SPONSOR during construction, including the holding of a pre-construction conference, weekly construction coordination meetings, and other meetings required during the course of construction. Prepare and distribute minutes of all meetings.
2. Provide interpretation of the Contract Document requirements and advise the Contractor of these on behalf of the SPONSOR when necessary.
3. Prepare reimbursement request packages; coordinate their execution by the SPONSOR.
4. Conduct pre-final and final inspections of the completed Project with the SPONSOR’s airport personnel, the FAA, and the Contractor.
5. Issue certificates of construction completion to the SPONSOR, the FAA, and the NYSDOT.
6. Perform an orderly closeout of the Project as required by the SPONSOR, the FAA, and the NYSDOT.

CONSTRUCTION OBSERVATION PHASE

The construction observation phase shall consist of construction observation by a full-time resident engineer and supporting staff who will also:

1. Maintain a Project record in accordance with the Manual of Uniform Record Keeping (MURK) requirements of the NYSDOT for aviation capital projects.
2. Review documents and submissions by Contractor(s) pertaining to scheduling and advise the SPONSOR as to their acceptability.
3. Observe the Work to determine general conformity with the Contract Documents and to ascertain the need for correction or rejection of the Work. Neither the activities of the resident engineer or inspector and/or supporting staff nor the presence of any of them at a construction/Project site shall relieve Contractor nor make Consultant responsible for, Contractor’s obligations, duties, and responsibilities, including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating the Work in accordance with the Contract Documents and any health or safety precautions or measures required by regulatory agencies.
4. Attend and conduct pre-construction conference; weekly progress meetings; and final inspection of the completed Project.
5. Observe testing and inspection. Arrange for, conduct, or witness field, laboratory, or shop tests of construction materials as required by the plans and specifications for the Project; monitor the suitability of materials on the Project site or brought to the Project site to be used in construction; interpret the contract plans and specifications and check the construction activities for general compliance with the design intent; measure, compute, or check quantities of Work performed and quantities of materials in-place for partial and final payments to the Contractor.

6. Prepare and submit inspection reports of construction activity and problems encountered as required by the SPONSOR, the NYSDOT, and the FAA.
7. Prepare, review, and approve monthly and final payments to Contractor(s).

The CONSULTANT agrees to perform the services in the Construction Observation Phase of this Project during the construction contract period, estimated to be as follows:

Pre-Construction:	Senior Construction Supervisor, 16 hours Resident Engineer, 24 hours
Inspection:	Senior Construction Supervisor, 48 hours Senior Technical Administrator, 80 hours Resident Engineer, 110 days @ 12 hrs/day {Based on 110 Calendar Day contract}
Post-Construction:	Senior Construction Supervisor, 16 hours Resident Engineer, 32 hours

RESPONSIBILITIES/DUTIES OF INSPECTION STAFF

In general, the on-site inspection staff is responsible for monitoring construction activity on a project and documenting their observations in a formal project record. The Project record contents and its preparation shall be in accordance with the NYSDOT M.U.R.K.

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

1. Inspector's Daily Reports
2. Preparation of FAA Weekly Reports
3. Preparation of Material Acceptance Reports
4. Preparation of Certification and Testing Log Book
5. Review Subcontractor approval forms
6. Prepare statement of days charged on a weekly basis
7. Conduct Wage Rate Interviews with prime/subcontractors employees
8. Conduct Project meetings with Sponsor and Contractors
9. Field measure quantities on an as-needed basis
10. Collect and monitor weekly payrolls for Davis Bacon Act Compliance
11. Preparation of monthly Payment Request for Contractor
12. Record deviations from the contract plans for preparation of record drawings
13. Preparation and review of Change Orders/Force Account Work

The Resident Inspector will assist the SPONSOR and Contractor regarding construction activity as it relates to aircraft operations and coordination of Notice to Airmen (NOTAMS) as required.

This scope of work does not include engineering construction administration, which was included in the design phase.

This Scope of work does not include any DBE participation, as this is a single person construction observation project with no survey, testing or other sub-consultant services required.

END OF SCHEDULE A

A-3



ARCHITECTURAL/ENGINEERING COST SUMMARY SCHEDULE "B" INSPECTION PHASE

PROJECT NAME: RUNWAY 10-28 AND TAXIWAY C,H,J,K & N EDGE LIGHTING REPLACEMENT
 PROJ DESCRIPTION REPLACE LIGHTING

DATE: 03-Jun-19
 A/E: C & S ENGINEERS, INC.
 PROJECT NO: Q23.003.002
 C&S CONTACT: C. BRUBACH

CLIENT: ALBANY COUNTY AIRPORT AUTHORITY
 CLIENT MANAGER: JOHN LACLAIR

I. ESTIMATE OF DIRECT SALARY COSTS:

	TITLE	MAXIMUM RATE OF PAY (\$/HR)	AVERAGE RATE OF PAY (\$/HR)	@	ESTIMATED HOURS		ESTIMATED COST
A.	SERVICE GROUP MANAGER	\$98.00	\$94.00	X	0	=	\$0.00
B.	DEPARTMENT MANAGER	\$77.00	\$65.00	X	0	=	\$0.00
C.	MANAGING/CHIEF ENGINEER	\$65.80	\$56.50	X	0	=	\$0.00
D.	PRINCIPAL ENGINEER	\$68.50	\$58.20	X	0	=	\$0.00
E.	SR. PROJECT ENG/ARCH/ENV SCIENTIST	\$67.50	\$43.00	X	0	=	\$0.00
F.	PROJECT ENG/PLANNER/ENV SCIENTIST	\$45.70	\$41.00	X	0	=	\$0.00
G.	ENGINEER/ARCHITECT	\$41.60	\$34.30	X	0	=	\$0.00
H.	STAFF ENGINEER	\$34.10	\$29.86	X	0	=	\$0.00
I.	SENIOR DESIGNER	\$40.00	\$30.76	X	0	=	\$0.00
J.	DESIGNER	\$51.00	\$20.00	X	0	=	\$0.00
K.	CADD OPERATOR/DESIGN TECHNICIAN	\$46.20	\$27.15	X	0	=	\$0.00
L.	GRANTS ADMINISTRATOR	\$55.55	\$33.70	X	0	=	\$0.00
M.	ASSISTANT GRANTS ADMINISTRATOR	\$38.70	\$25.80	X	0	=	\$0.00
N.	ENVIRONMENTAL SCIENTIST	\$64.50	\$32.00	X	0	=	\$0.00
O.	SENIOR CONSTRUCTION SUPERVISOR	\$75.00	\$71.00	X	80	=	\$5,680.00
P.	CONSTRUCTION SUPERVISOR	\$64.50	\$55.00	X	0	=	\$0.00
Q.	RESIDENT ENGINEER	\$61.50	\$50.00	X	1376	=	\$68,800.00
R.	CHIEF INSPECTOR	\$54.25	\$36.72	X	0	=	\$0.00
S.	SENIOR INSPECTOR	\$48.50	\$33.07	X	0	=	\$0.00
T.	INSPECTOR	\$46.75	\$31.17	X	0	=	\$0.00
U.	JUNIOR INSPECTOR	\$22.20	\$21.20	X	0	=	\$0.00
V.	SENIOR TECHNICAL ADMINISTRATOR	\$52.50	\$35.00	X	80	=	\$2,800.00
TOTAL ESTIMATED DIRECT SALARY COST:							\$77,280.00

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

166.00% \$128,284.80

III. SUBTOTAL OF ITEMS I & II:

\$205,564.80

IV. ESTIMATE OF DIRECT EXPENSES:

A.	TRAVEL, BY AUTO:	118 TRIPS @	220 MILES/TRIP @	\$0.580	=	\$15,056.80
B.	TRAVEL, ON SITE, BY AUTO:	110 DAYS @	10 MILES/DAY @	\$0.580	=	\$638.00
C.	MISCELLANEOUS:				=	\$905.68

TOTAL ESTIMATE OF DIRECT EXPENSES: \$16,600.48

V. FIXED FEE (PROFIT, LUMP SUM):

A.	LABOR PLUS OVERHEAD:	15%	(OF III.)	\$30,834.72
B.	DIRECT EXPENSES:	0%	(OF IV.)	<u>\$0.00</u>
			TOTAL FIXED FEE:	\$30,834.72

VI. TOTALS:

A.	ESTIMATE OF MAXIMUM TOTAL COST FOR INSPECTION SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE:			\$253,000.00
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AGENDA ITEM NO. 11

Authorization of Change Orders

AGENDA ITEM NO. 11.1

Change Order #1: Authorization to award Change Order #1 to Contract # 989-SF New Parking Garage Site and Foundations to LeChase Construction Services, LLC.

AGENDA ITEM NO: 11.1
MEETING DATE: June 10, 2019

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

DEPARTMENT:

ACAA Approved
06/11/2019

Contact Person: *John LaClair, P.E. Airport Engineer*

PURPOSE OF REQUEST:

Change Order #1: *Authorization to award Change Order #1 to Contract No. 989-SF New Parking Garage Site and Foundations to LeChase Construction Services, LLC.*

CONTRACT AMOUNT:

Base Amount:	\$8,821,000.00
Change Order #1:	<u>197,569.82</u>
Total:	\$9,018,569.82

BUDGET INFORMATION:

Federal Airport Improvement Program
Anticipated in Current ALB Capital Plan: Yes ✓ No NA
Funding Account No.: CPN 2261

FISCAL IMPACT – FUNDING

Federal N/A State 43% Airport 57%
Term of Funding: 2018-2020
Grant No.: N/A State PIN: 1A00.97

JUSTIFICATION:

Request for authorization of Change Order No. 1 for Contract 989-SF for New Parking Garage Site and Foundations, to LeChase Construction Services LLC of Schenectady, N.Y. in the amount of \$197,569.82 to address additional work required due to unforeseen site conditions. The contract scope includes removal and/or relocation of existing underground utilities and the driving of H-piles for the garage foundation. During the course of the site work the contractor encountered additional unknown utilities which required additional work to relocate. While driving the H-piles for the foundation, the H-piles needed to be driven through a known artesian well. The contractor had bid as an alternate, drilling a depressurization well, in case the artesian came to the surface. The artesian was observed coming to the surface at one location, forcing the need for a depressurization well.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

AGENDA ITEM NO: 11.1
MEETING DATE: June 10, 2019

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES NA

PROCUREMENT DEPARTMENT APPROVAL:

Procurement complies with Authority Procurement Guidelines and Chief Financial Officer has approved. YES NO .

BACK-UP MATERIAL:

Please refer to attached Change Order backup information compiled by Creighton Manning Engineering and Turner Construction.



May 9, 2019

Albany County Airport Authority
Mr. John LaClair
Administration Building, Suite 200
Albany, New York 12211-1057

Reference: Contract 989-SF Change Order Request 01

Dear Mr. LaClair:

We are in receipt of LeChase Construction's change order requests 03, 05 and 09 for Contract 989-SF and find them to be fair and reasonable. We recommend an increase to their contract value as indicted below with no change in their contractual completion date.

Lechase Change Order Request 03		
EWO 03.19.19	Excavate around existing duct bank not shown on C-001	\$770.00
EWO 03.20.19	Excavate around existing duct bank not shown on C-001	\$553.00
EWO 03.21.19	Locate and trace out existing gas line not shown on C-001	\$2,035.00
EWO 03.25.19	Excavate around existing duct bank not shown on C-001	\$1,025.00
EWO 03.25.19	Vacuum out existing valve box for water line relocation	\$778.00
EWO 03.25.19	Excavate and trace out force main not shown on C-001	\$2,319.00
EWO 03.26.19	Excavate and trace out force main not shown on C-001	\$1,733.00
EWO 03.26.19	Excavate around existing duct bank not shown on C-001	\$737.00
EWO 03.27.19	Install temporary 4" forced main into holding tank	\$3,844.00
LeChase Change Order Request 05		
EWO 04.04.19	Watermain location in different location than shown on C-001	\$2,117.00
EWO 04.05.19	Lost time due to relocation of waterline/hydrant cant be installed as show on C-301 (too close to SIDA fence)	\$3,728.00
EWO 04.08.19	Additional time and material to install water main due to existing conditions	\$1,313.00
EWO 04.09.19	Surface dewatering for artesian well	\$964.00
EWO 04.10.19	Surface dewatering for artesian well	\$2,865.00
EWO 04.11.19	Surface dewatering for artesian well	\$1,454.00
EWO 04.12.19	Installation of turbidity curtain in Shaker Creek	\$2,626.00
EWO 04.13.19	Partial removal of existing duct bank not shown on C-001	\$4,473.00
LeChase Change Order Request 09		
	Alternate #1 Depressurization Well @ Column Line A7	\$162,000.00
	Fee	\$1,666.70
	GL Insurance	\$355.70
	P+P Bond	\$213.42
Total LeChase Change Order Request		\$197,569.82

Please let me know if you have any questions pertaining to this change order request.

Sincerely,

Robert Wagner
Project Manager

Change Order Request

LeChase Construction Services, LLC
220 Harborside Drive, Suite 301
Schenectady, NY 12305
Phone: 518-388-9200

Date: 4/1/2019

Owner : Albany County Airport Authority

Project: 1934002 - Albany County Airport Contract 989-SF

Reason:

Change Order Request # : 3 - PCO #3

Description of Change: T&M Work Week ending 3.29.19-REVISED 5.2.19

Description	Scope of Work	Cost
Earthwork-Keller	Various T&M Changes as directed by Owner.	13,794.00
	Subtotal of Costs	<u>13,794.00</u>
Change Order Add Ons		
	Fee	689.70
	GL Insurance	147.19
	P&P Bond	88.32
	Total For Change Order Request	<u><u>14,719.21</u></u>

Albany County Airport Authority

LeChase Construction Services, LLC

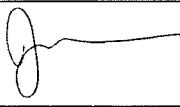
Other: If Applicable

Print: _____

Print: HILLS

Print: _____

Signed: _____

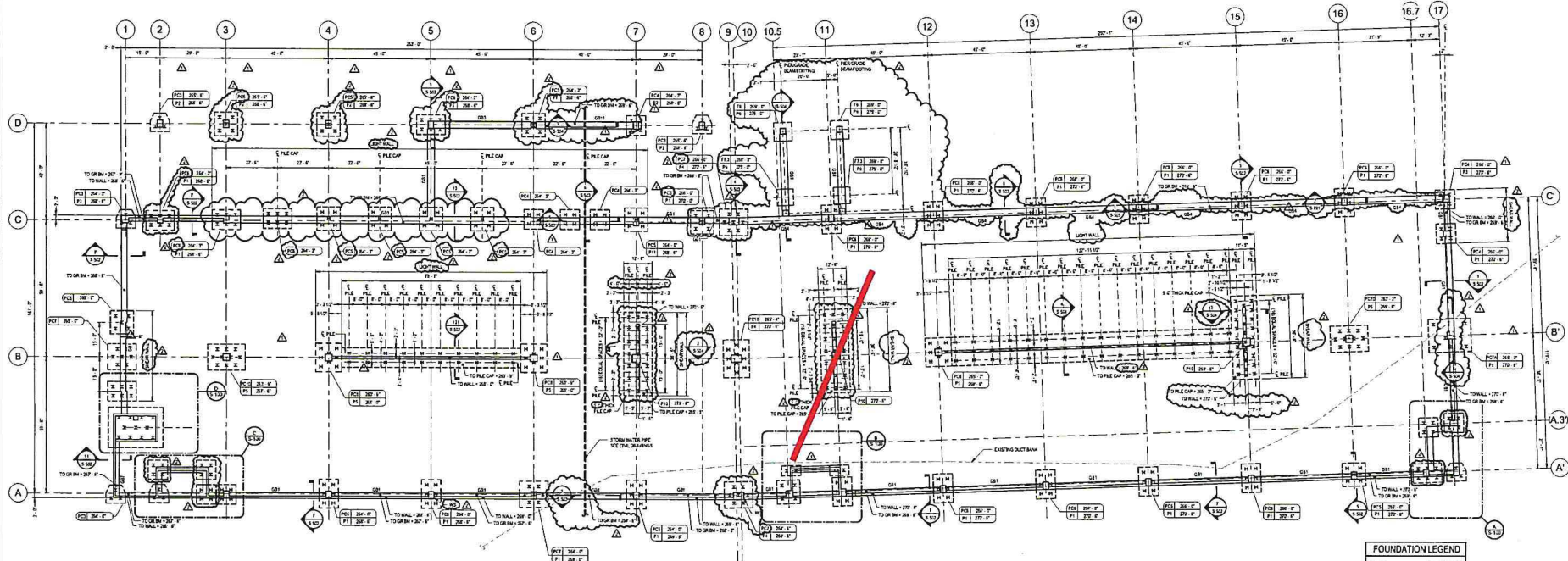
Signed: 

Signed: _____

Date: _____

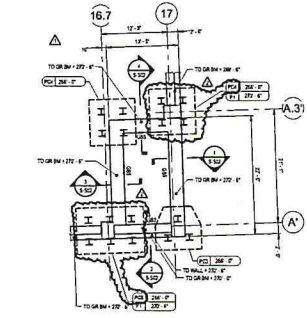
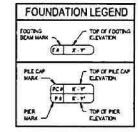
Date: 5.2.19

Date: _____

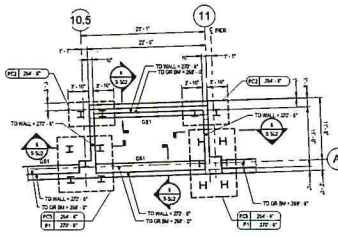


1 PARKING GARAGE FOUNDATION PLAN
 10'-11"

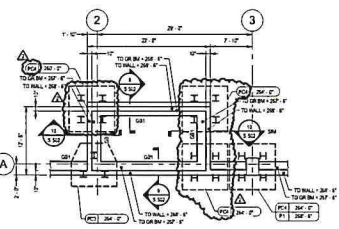
- NOTES**
1. TOP OF SLAB ON GROUND ELEVATION = 222.0.
 2. REFER TO SLAB FOR TYPICAL DETAILS.
 3. PROVIDE ADDITIONAL SLAB REINFORCEMENT AT THE EXTERIOR CORNER FOR TYPICAL DETAILS AND FILE.
 4. REFER TO SHEET 5-11 FOR ADDITIONAL NOTES.
 5. REFER TO SHEET 5-11 FOR PILE CAP SCHEDULE AND DETAILS.
 6. REFER TO SHEET 5-11 FOR PERMITS AND SCHEDULE AND DETAILS.



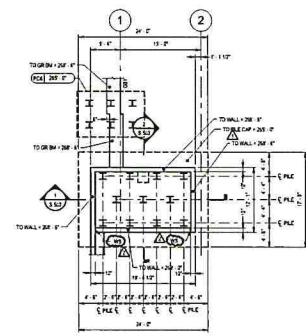
A ENLARGED PLAN - PARKING GARAGE
 10'-11"



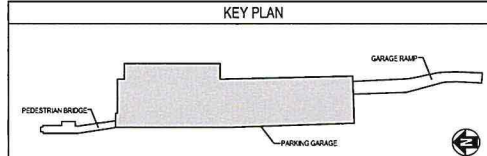
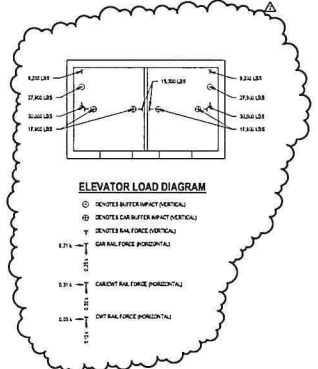
B ENLARGED PLAN - PARKING GARAGE
 10'-11"



C ENLARGED PLAN - PARKING GARAGE
 10'-11"



D ENLARGED PLAN - PARKING GARAGE
 10'-11"



ALBANY INTERNATIONAL AIRPORT PARKING GARAGE DEEP FOUNDATION PACKAGE

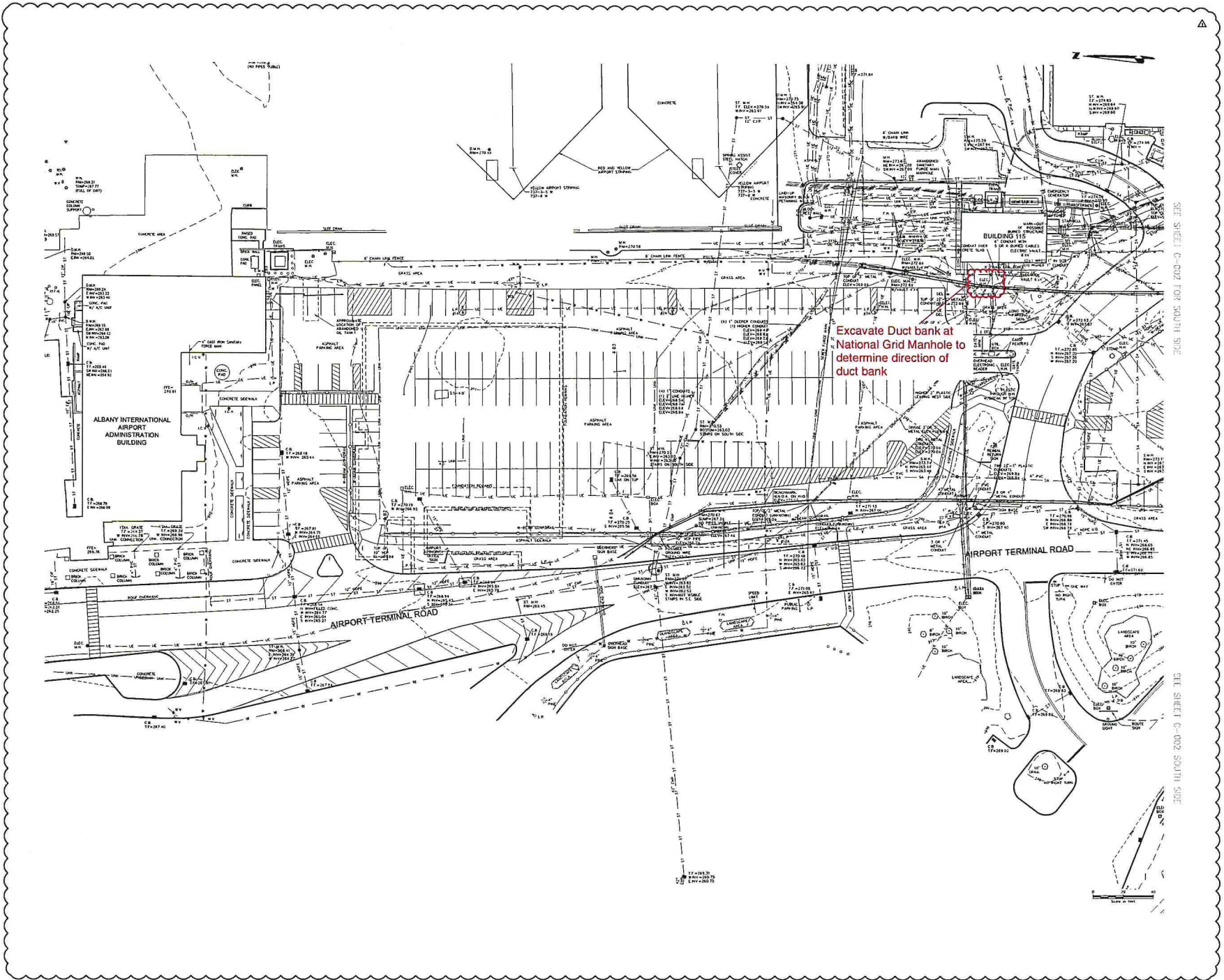
1	ALBANY COUNTY AIRPORT AUTHORITY	2024
2	ALBANY COUNTY AIRPORT AUTHORITY	2023
3	ALBANY COUNTY AIRPORT AUTHORITY	2022

FOUNDATION PLAN

Designed By	Drawn By	Checked By
5/11/2019	5/11/2019	5/11/2019
Scale	Scale	Scale
AS SHOWN	AS SHOWN	AS SHOWN

S-100





SEE SHEET C-002 FOR SOUTH SIDE

SEE SHEET C-002 SOUTH SIDE



ALBANY INTERNATIONAL AIRPORT PARKING GARAGE SITE REMOVALS AND UTILITIES RELOCATION

No.	Revised/Issued	Date	By
1	Approved	04/11/19	NET
2	Revised	04/11/19	NET

EXISTING CONDITIONS - NORTH

Prepared By	Checked By
NET	NET
04/11/19	04/11/19

C-001

File: \\F:\PROJECTS\2019\ALBANY\ALBANY_AIRPORT_PARKING_GARAGE_SITE_REMOVALS_AND_UTILITIES_RELOCATION.dwg
Date: 1/27/2019 11:13:37 AM
User: jason.gardner

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:		19-01 / 989-SF				Owner:		LeChase				Date:		3/21/2019 Thursday		
Item No. or Description:		T&M - Located and exposed unmarked gas and sanitary forcemain														
Name	Labor Classification	LABOR Hours		Rates (\$)		Total	MATERIALS					EQUIPMENT				
		Reg.	O.T.	Reg.	O.T.		Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total	
Chris B.	Foreman	4.00	0.00	\$ 79.40	\$ 105.50	\$ 317.60	none					\$ -	Kobelco SK 210 Excavator	5.00	\$75.00	\$ 375.00
Mark M.	Operator	5.00	0.00	\$ 77.06	\$ 102.01	\$ 385.30						\$ -	Tri-Axle	5.00	\$95.00	\$ 475.00
Eric P.	Laborer	5.00	0.00	\$ 59.36	\$ 77.21	\$ 296.80						\$ -				\$ -
						\$ -						\$ -				\$ -
						\$ -						\$ -				\$ -
						\$ -						\$ -				\$ -
						\$ -						\$ -				\$ -
						\$ -						\$ -				\$ -
						\$ -						\$ -				\$ -
						\$ -						\$ -				\$ -
						\$ -						\$ -				\$ -
						\$ -						\$ -				\$ -
						\$ -						\$ -				\$ -
						\$ -						\$ -				\$ -
						\$ -						\$ -				\$ -
						\$ -						\$ -				\$ -
Labor Total:						\$ 999.70	Material Total:					\$ -	Equipment Total:			\$ 850.00
Grand Total =						\$ 1,850	10% OH&P =					\$	2,035			

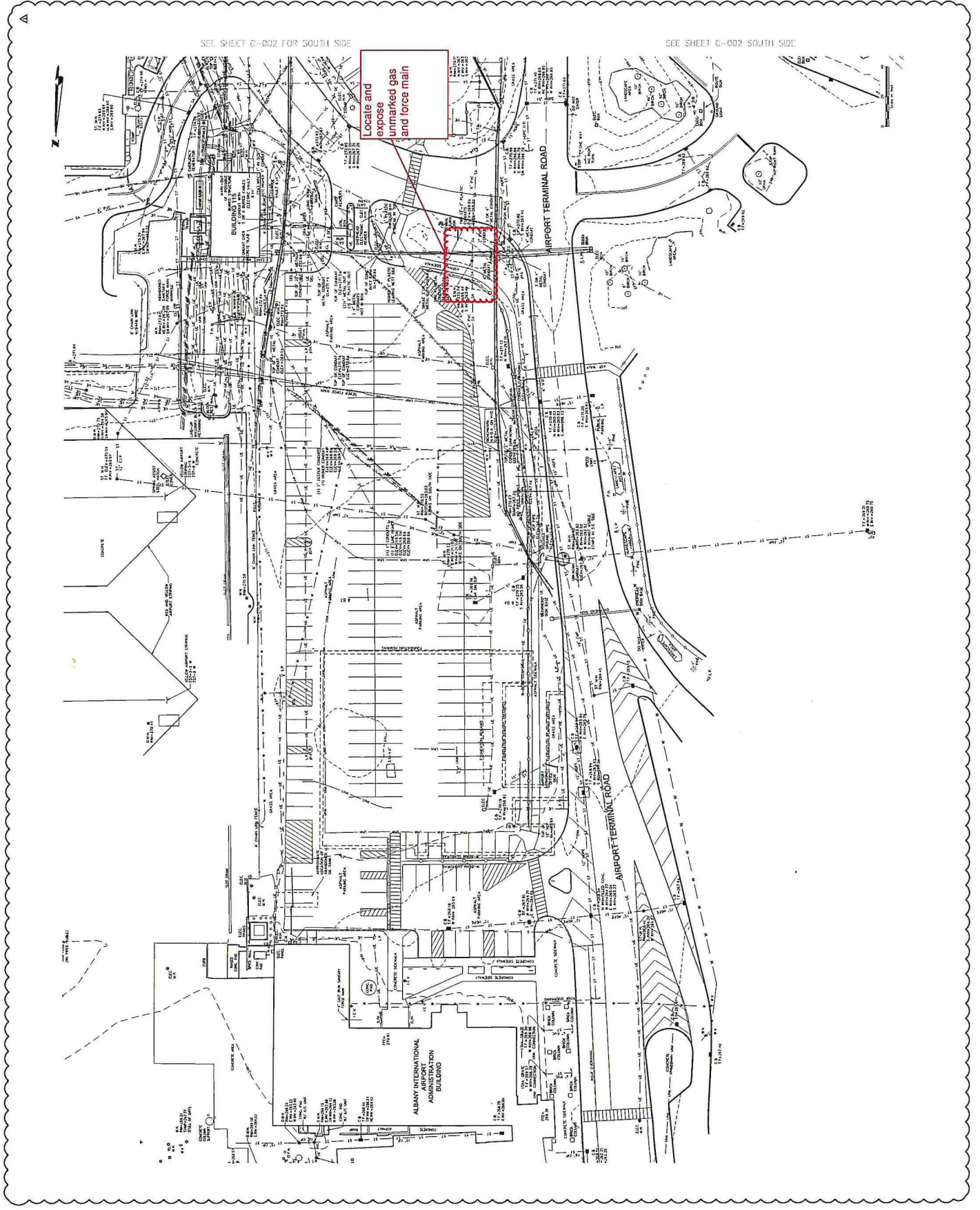
Statement of Work Accomplished: T&M - T&M - Located and exposed unmarked gas and sanitary forcemain at sanitary manhole removal

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Jameson Phillips 3/21/2019
For Contractor Date

For Owner Date

March 21, 2019



SEE SHEET C-002 FOR SOUTH SIDE

SEE SHEET C-002 SOUTH SIDE

Locate and
 expose
 unmarked gas
 and force main

ALBANY INTERNATIONAL
 ADMINISTRATION
 BUILDING

AIRPORT TERMINAL ROAD

AIRPORT TERMINAL ROAD



1" = 40'-0"

March 25, 2019

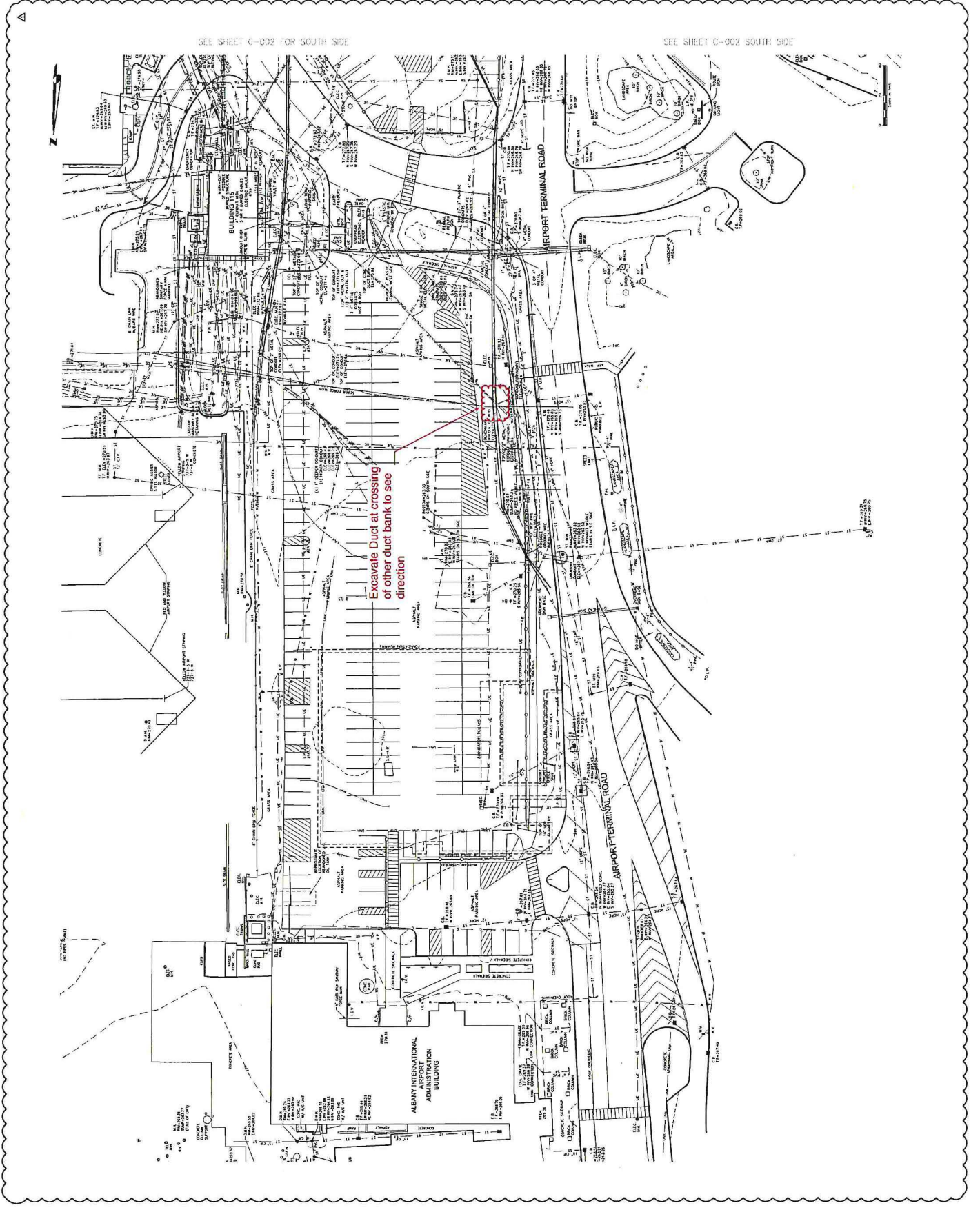


ALBANY INTERNATIONAL AIRPORT
GRAVE SITE REMOVAL
RECONSTRUCTION
RELOCATION

NO.	DATE	DESCRIPTION
1	03/25/19	ISSUED FOR PERMIT
2		
3		
4		
5		
6		
7		
8		
9		
10		

EXISTING CONDITIONS - NORTH

C-001



19" x 9" 03/25/2019 2:13 PM PROJECT: 1727/2018 12:30 PM DRAWING: 001 - EXISTING CONDITIONS

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

6

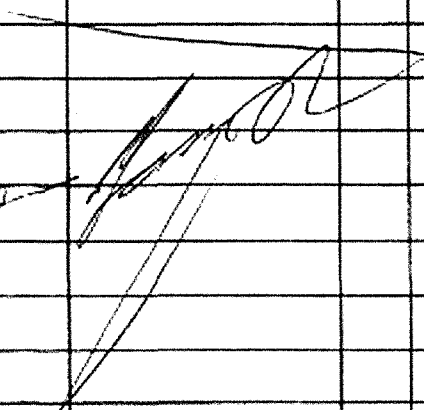
Contract:		19-01 / 989-SF				Owner:		LeChase			Date:		3/25/2019 Monday				
Item No. or Description:		T&M - Vac out valve boxes on airport property															
Name	Labor Classification	LABOR Hours		Rates (\$)		Total	MATERIALS					EQUIPMENT					
		Reg.	O.T.	Reg.	O.T.		Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total		
Chris B.	Foreman	3.00	0.00	\$ 79.40	\$ 105.50	\$ 238.20	none					\$ -	Ford Utility Truck	3.00	\$29.00	\$ 87.00	
Mike N.	Foreman	3.00	0.00	\$ 79.40	\$ 105.50	\$ 238.20						\$ -	Vermeer Vac trailer	3.00	\$48.00	\$ 144.00	
						\$ -						\$ -				\$ -	
						\$ -						\$ -				\$ -	
						\$ -						\$ -				\$ -	
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						\$ -						\$ -				\$ -	
						\$ -						\$ -				\$ -	
						\$ -						\$ -				\$ -	
Labor Total:						\$ 476.40	Material Total:					\$ -	Equipment Total:				\$ 231.00
Grand Total =						\$ 707	10% OH&P =					\$	778				

Statement of Work Accomplished: T&M - vac out additional valve boxes that were supposed to shut down watermain on east side of site. They did not isolate the lines.

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Jameson Phillips 3/25/2019
For Contractor Date _____ _____
For Owner Date

**WM. J. KELLER & SONS CONSTRUCTION CORP.
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT**

Contract <u>19-01</u>			Owner <u>LaChase.</u>				Date <u>3/25/19</u> <u>Mon.</u>				
Item No. or Description <u>Force Main.</u>											
LABOR				MATERIALS				EQUIPMENT			
Name	Labor Classification	Hours		Material	Quant.	Bare Cost	Trans. Taxes	Description	Hours	Rate	Cost
		Reg.	O.T.								
<u>M. Koblinsky, Jr.</u>	<u>Lab</u>	<u>7</u>						<u>Kubota 115</u>	<u>7</u>		
<u>I. Jusino</u>	<u>Lab</u>	<u>7</u>									
<u>G. Keller</u>	<u>OE</u>	<u>7</u>									
<u>M. Nessit.</u>	<u>Supt.</u>	<u>4</u>									
											
				Total for Day				Total for Day			

STATEMENT OF WORK ACCOMPLISHED:

Dig, locate & follow 4" Force Main. Backfill.

CERTIFICATION: - I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day.

VERIFIED FOR LABOR, MATERIALS, & EQUIPMENT



2019-03-26

Signed:  3/25/19
For Contractor Date

For Owner Date

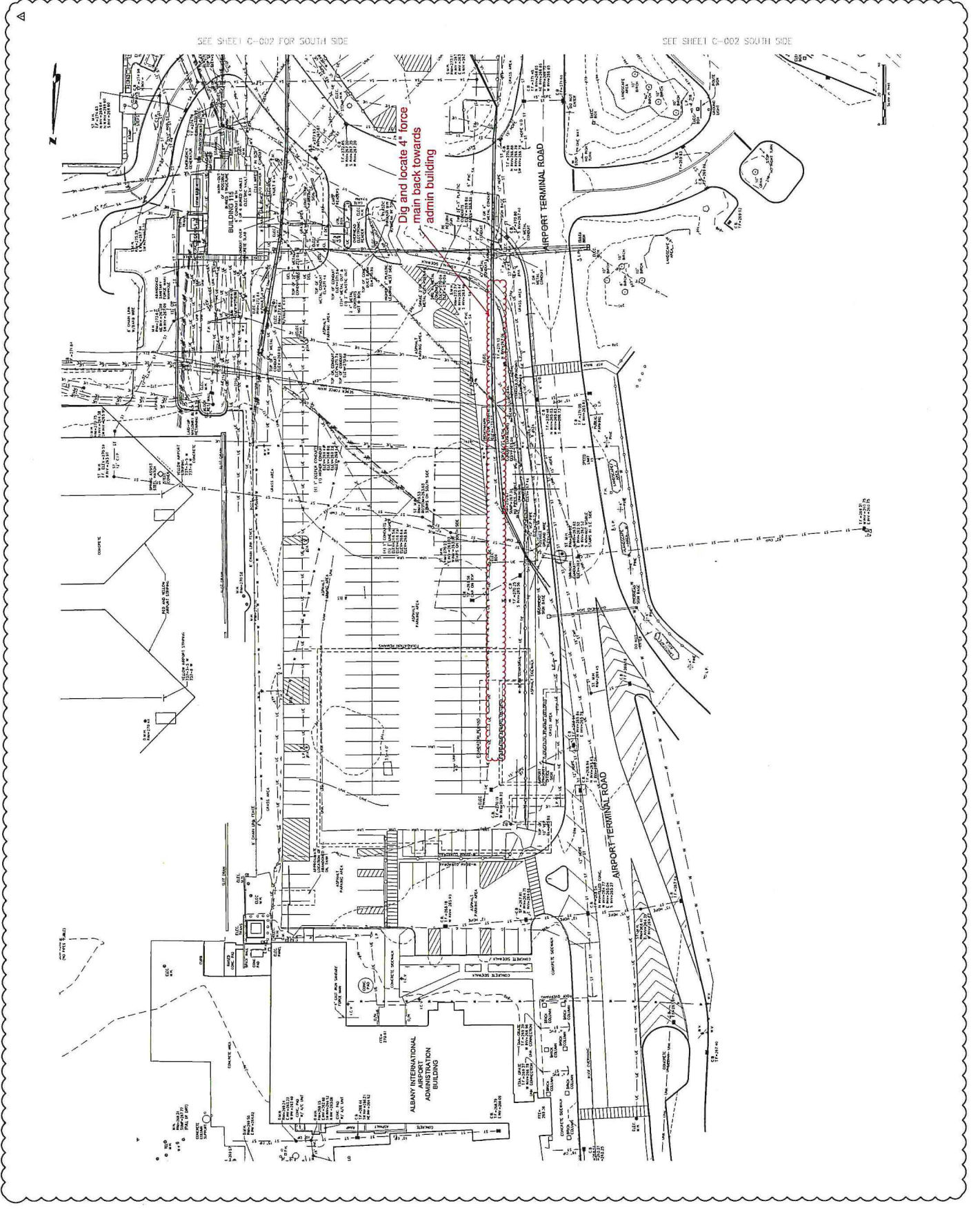
March 25, 2019



ALBANY INTERNATIONAL AIRPORT AUTHORITY
GARAGE SITE REMOVALS
AND RELOCATION

EXISTING CONDITIONS - NORTH	
1	Garage Site
2	Garage Site
3	Garage Site
4	Garage Site
5	Garage Site
6	Garage Site
7	Garage Site
8	Garage Site
9	Garage Site
10	Garage Site
11	Garage Site
12	Garage Site
13	Garage Site
14	Garage Site
15	Garage Site
16	Garage Site
17	Garage Site
18	Garage Site
19	Garage Site
20	Garage Site

C-001



WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

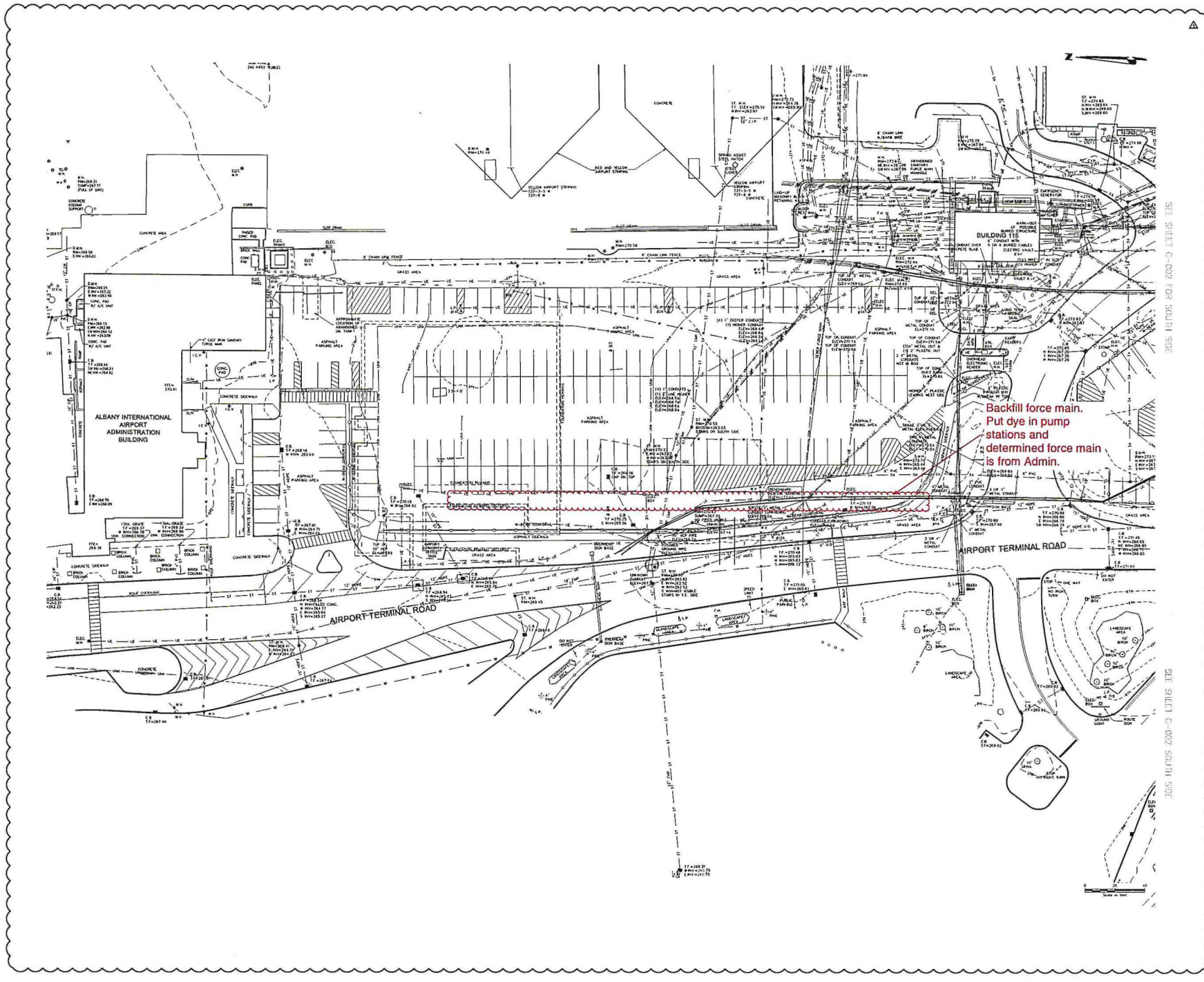
Contract:		19-01 / 989-SF					Owner:		LeChase			Date:		3/26/2019 Tuesday			
Item No. or Description:		T&M - Excavate and dye force main															
Name	Labor Classification	LABOR Hours		Rates (\$)		Total	MATERIALS					EQUIPMENT					
		Reg.	O.T.	Reg.	O.T.		Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total		
Chris B	Foreman	4.50	0.00	\$ 79.40	\$ 105.50	\$ 357.30	none				\$ -	Komatsu PC 200 Excavator	4.50	\$75.00	\$ 337.50		
Mike K.	Laborer	4.50	0.00	\$ 59.36	\$ 77.21	\$ 267.12					\$ -				\$ -		
Eric P.	Laborer	4.50	0.00	\$ 59.36	\$ 77.21	\$ 267.12					\$ -				\$ -		
Dan D.	Operator	4.50	0.00	\$ 77.06	\$ 102.01	\$ 346.77					\$ -				\$ -		
						\$ -					\$ -				\$ -		
						\$ -					\$ -				\$ -		
						\$ -					\$ -				\$ -		
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						\$ -					\$ -				\$ -		
						\$ -					\$ -				\$ -		
Labor Total:						\$ 1,238.31	Material Total:					\$ -	Equipment Total:				\$ 337.50
Grand Total =						\$ 1,576	10% OH&P =					\$	1,733				

Statement of Work Accomplished: T&M - Excavate and dye force main

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Jameson Phillips 3/26/2019
 For Contractor Date For Owner Date

March 26, 2019



Backfill force main.
Put dye in pump
stations and
determined force main
is from Admin.

SEE SHEET C-002 FOR SOUTH SIDE

SEE SHEET C-002 SOUTH SIDE



ALBANY INTERNATIONAL AIRPORT PARKING GARAGE SITE REMOVALS AND UTILITIES RELOCATION

NO.	REVISION	DATE	BY
1	ISSUED FOR BIDDING	04/11/19	JAC
2	REVISED	04/11/19	JAC
3	REVISED	04/11/19	JAC
4	REVISED	04/11/19	JAC

EXISTING CONDITIONS - NORTH

Prepared By	Checked By	Date
JAC	JAC	04/11/19
JAC	JAC	04/11/19

C-001

ALBANY INTERNATIONAL AIRPORT PARKING GARAGE SITE REMOVALS AND UTILITIES RELOCATION

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

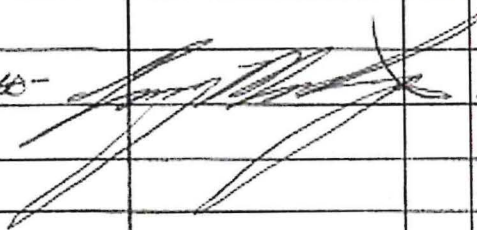
Contract:		19-01 / 989-SF				Owner:		LeChase			Date:		3/26/2019		Tuesday			
Item No. or Description:		T&M - Excavate and locate duct bank to be removed																
LABOR							MATERIALS					EQUIPMENT						
Name	Labor Classification	Hours		Rates (\$)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total			
		Reg.	O.T.	Reg.	O.T.													
Chris B	Foreman	2.00	0.00	\$ 79.40	\$ 105.50	\$ 158.80	none				\$ -	Kobelco SK 115 Excavator	2.00	\$60.00	\$ 120.00			
Mike K.	Laborer	2.00	0.00	\$ 59.36	\$ 77.21	\$ 118.72					\$ -				\$ -			
Eric P.	Laborer	2.00	0.00	\$ 59.36	\$ 77.21	\$ 118.72					\$ -				\$ -			
Dan D.	Operator	2.00	0.00	\$ 77.06	\$ 102.01	\$ 154.12					\$ -				\$ -			
						\$ -					\$ -				\$ -			
						\$ -					\$ -				\$ -			
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						\$ -					\$ -				\$ -			
Labor Total:						\$ 550.36	Material Total:					\$ -	Equipment Total:					\$ 120.00
Grand Total = \$ 670 10% OH&P = \$ 737																		

Statement of Work Accomplished: T&M - Excavate and locate duct bank to be removed

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Jameson Phillips 3/26/2019
For Contractor Date _____ _____
 For Owner Date

**WM. J. KELLER & SONS CONSTRUCTION CORP.
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT**


Contract <u>1901</u>			Owner <u>LeChase</u>			Date <u>3/26/19</u>					
Item No. or Description <u>Excavate and Locate Duct Bank</u>											
LABOR				MATERIALS			EQUIPMENT				
Name	Labor Classification	Hours		Material	Quant.	Bare Cost	Trans. Taxes	Description	Hours	Rate	Cost
		Req.	O.T.								
<u>C. Brennan</u>	<u>Foreman</u>	<u>2.0</u>						<u>Kobelco 115 EX</u>	<u>2.0</u>		
<u>D. Dodge</u>	<u>Operator</u>	<u>2.0</u>									
<u>Mikobienstky</u>	<u>Laborer</u>	<u>2.0</u>									
<u>E. Peters</u>	<u>Laborer</u>	<u>2.0</u>									
<u>LECHASE</u>											
											
			<u>3/26/19</u>								
		<u>8.0</u>		<u>Total for Day</u>				<u>Total for Day</u>	<u>2.0</u>		

STATEMENT OF WORK ACCOMPLISHED:

Excavate duct bank for removal, locate other conduits and duct bank running over and under duct that needs to be removed

CERTIFICATION: - I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day.

VERIFIED FOR LABOR, MATERIALS, & EQUIPMENT
MAN 2019-03-29

Signed:  3/26/19
For Contractor Date

For Owner Date

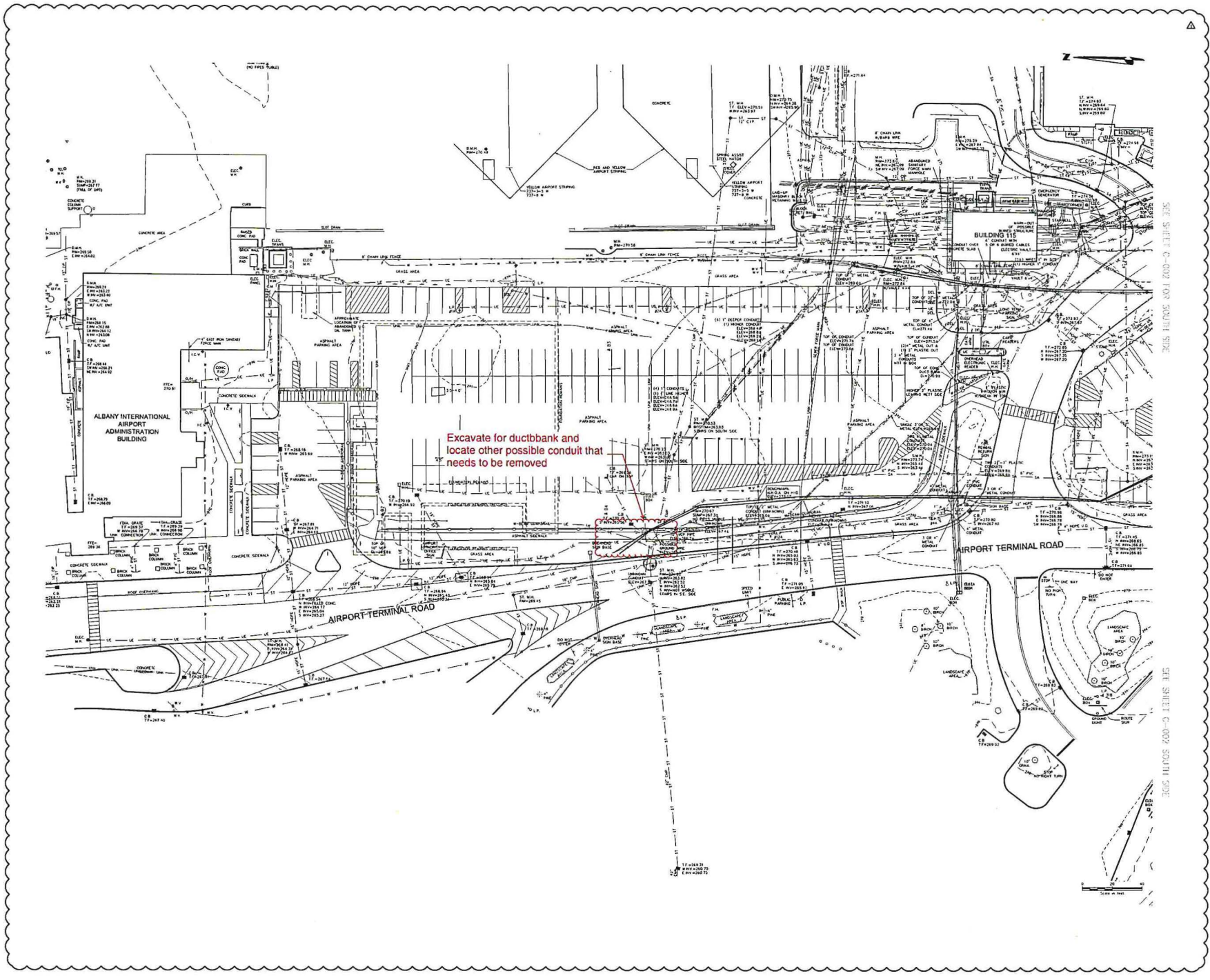


ALBANY INTERNATIONAL AIRPORT PARKING GARAGE SITE REMOVALS AND UTILITIES RELOCATION

EXISTING CONDITIONS - NORTH

Designed By	Drawn By	Checked By
17-028-01	J.C.	18-021
17-028-01	18-021	18-021

C-001



SHEET C-002 FOR SOUTH SIDE

SHEET C-003 SOUTH SIDE

NOT TO SCALE UNLESS OTHERWISE NOTED. ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS ARE SHOWN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

WM. J. Keller and Sons Construction Corporation
 DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:		19-01 / 989-SF				Owner:		LeChase				Date:		3/27/2019 Wednesday		
Item No. or Description:		T&M - Install force main into tank														
Name	Labor Classification	LABOR Hours		Rates (\$)		Total	MATERIALS					EQUIPMENT				
		Reg.	O.T.	Reg.	O.T.		Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total	
Chris B	Foreman	8.00	0.00	\$ 79.40	\$ 105.50	\$ 635.20	4" Hymax Coupling	1.00	\$189.00		\$ 189.00	Kobelco SK 70 Mini-Excavator	8.00	\$45.00	\$ 360.00	
Mike K.	Laborer	8.00	0.00	\$ 59.36	\$ 77.21	\$ 474.88	4" SCH40 PVC Pipe	80.00	\$3.33		\$ 266.40	Ford Utility Truck	8.00	\$29.00	\$ 232.00	
Eric P.	Laborer	8.00	0.00	\$ 59.36	\$ 77.21	\$ 474.88	4" PVC 90	4.00	\$8.18		\$ 32.72	Stihl cut off saw	2.00	\$10.00	\$ 20.00	
Dan D.	Operator	8.00	0.00	\$ 77.06	\$ 102.01	\$ 616.48	4" PVC 45	4.00	\$10.65		\$ 42.60	20' flat deck trailer	5.00	\$15.00	\$ 75.00	
						\$ -	4" PVC DWV 90	1.00	\$11.90		\$ 11.90				\$ -	
						\$ -	PVC Cement	1.00	\$16.95		\$ 16.95				\$ -	
						\$ -	PVC Primer	1.00	\$16.95		\$ 16.95				\$ -	
						\$ -	4" PVC Coupling	8.00	\$3.75		\$ 30.00				\$ -	
						\$ -					\$ -				\$ -	
						\$ -					\$ -				\$ -	
						\$ -					\$ -				\$ -	
						\$ -					\$ -				\$ -	
						\$ -					\$ -				\$ -	
						\$ -					\$ -				\$ -	
						\$ -					\$ -				\$ -	
Labor Total:						\$ 2,201.44	Material Total:					\$ 606.52	Equipment Total:			\$ 687.00
Grand Total =						\$ 3,495	10% OH&P =					\$ 3,844				

Statement of Work Accomplished: T&M - Install force main into tank

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Jameson Phillips 3/27/2019
 For Contractor Date For Owner Date

**WM. J. KELLER & SONS CONSTRUCTION CORP.
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT**

Contract <u>1901</u>			Owner <u>Lechase</u>				Date <u>3/27/19</u>				
Item No. or Description <u>Excavate Force main @ Admin cut and plumb into holding tank</u>											
LABOR				MATERIALS				EQUIPMENT			
Name	Labor Classification	Hours		Material	Quant.	Bare Cost	Trans. Taxes	Description	Hours	Rate	Cost
		Reg.	O.T.								
<u>C. Brennan</u>	<u>Fireman</u>	<u>8.0</u>		<u>4" Hymax Coupling</u>	<u>x1</u>			<u>Kobelco 70 EX</u>	<u>8.0</u>		
<u>D. Dodge</u>	<u>Operator</u>	<u>8.0</u>		<u>20' Schedule 40 Pipe</u>	<u>x4</u>			<u>Ford F250 P/U #9</u>	<u>8.0</u>		
<u>M. Koblenky</u>	<u>Laborer</u>	<u>8.0</u>		<u>4" Sched. 40 90° bend</u>	<u>x4</u>			<u>20' Flip Deck Trailer #308</u>	<u>5.0</u>		
<u>E. Peters</u>	<u>Laborer</u>	<u>8.0</u>		<u>4" Sched 40 45° bend</u>	<u>x4</u>			<u>Cut off Saw (Stihl)</u>	<u>2.0</u>		
				<u>4" Sched. 40 90° Street bend</u>	<u>x1</u>						
				<u>Can PVC Cement</u>	<u>x1</u>						
				<u>Can PVC Primer</u>	<u>x1</u>						
				<u>4" Sched. 40 ^{5/8"} coupling</u>	<u>x8</u>						
<u>LECHASE - [Signature]</u>			<u>3/27/19</u>								
		<u>24.0</u>		<u>Total for Day</u>				<u>Total for Day</u>	<u>23.0</u>		

STATEMENT OF WORK ACCOMPLISHED:
Excavated existing force main @ admin building, got pipe bends etc from core & main w/trailer, assembled pipe into holding tank and put in vent pipe, drained pump station manually, shut off pumps, cut 4" cast iron sewer installed by work & PVC to connect to tank, backfilled

CERTIFICATION: - I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day.

VERIFIED FOR LABOR, MATERIALS, & EQUIPMENT
[Signature] 2019-03-29
 Signed: [Signature] 3/27/19
 For Contractor Date For Owner Date

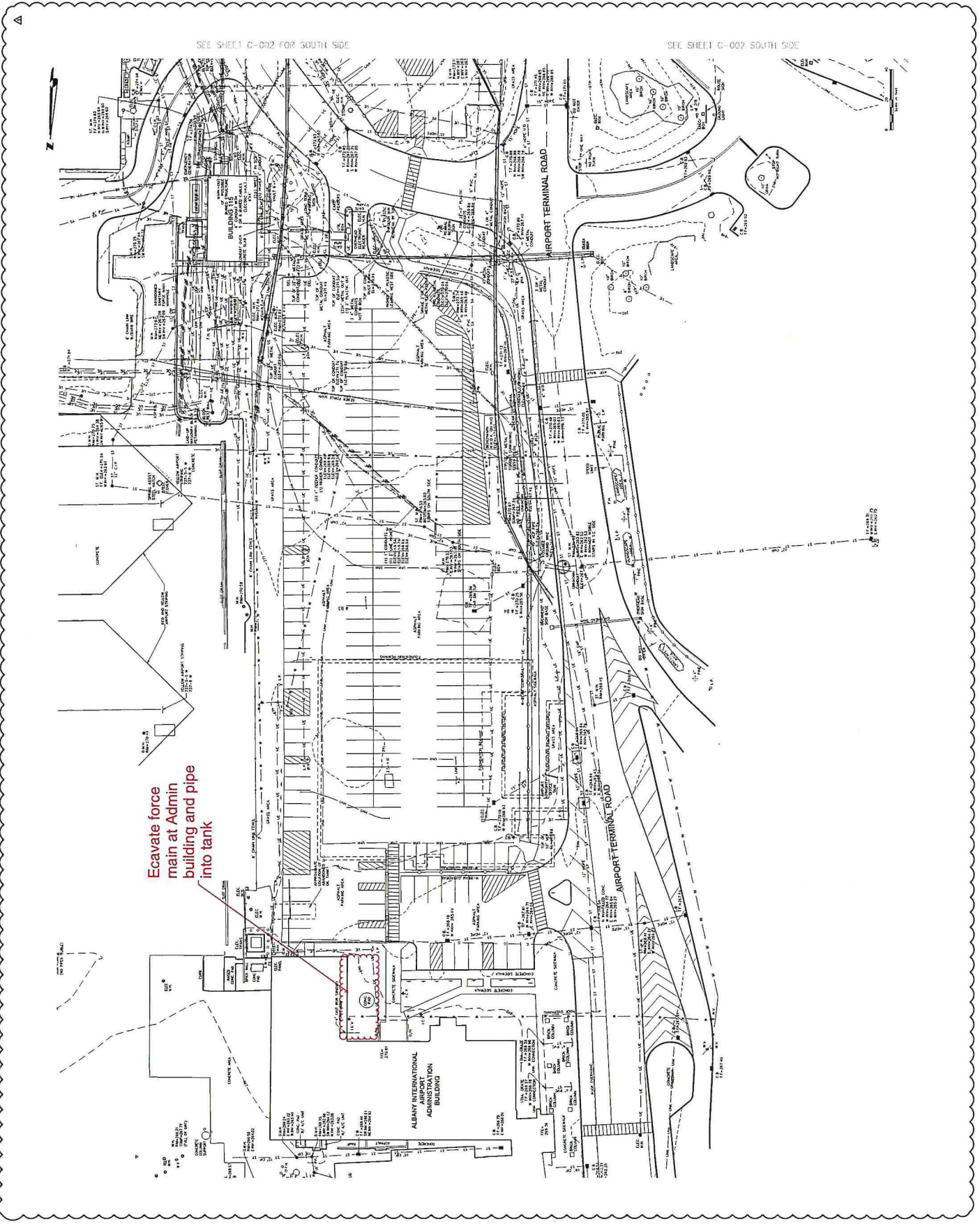


ALBANY INTERNATIONAL
 AIRPORT
 CHANGE SITE REMOVALS
 AND UTILITIES
 RELOCATION

EXISTING CONDITIONS - NORTH	
1	EXISTING
2	PROPOSED
3	REMOVED
4	AS SHOWN

C-001

March 27, 2019



Change Order Request

LeChase Construction Services, LLC
220 Harborside Drive, Suite 301
Schenectady, NY 12305
Phone: 518-388-9200

Date: 4/17/2019

Owner : Albany County Airport Authority

Project: 1934002 - Albany County Airport Contract 989-SF

Reason:

Change Order Request # : 5 - PCO #5

Description of Change: T&M Work Week ending 4.13.19-Keller

Description	Scope of Work	Cost
Earthwork-Keller		19,540.00
	Subtotal of Costs	<u>19,540.00</u>
Change Order Add Ons		
	Fee	977.00
	GL Insurance	208.51
	P&P Bond	125.10
	Total For Change Order Request	<u><u>20,850.61</u></u>

Albany County Airport Authority

LeChase Construction Services, LLC

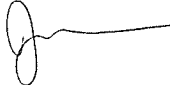
Other: If Applicable

Print: _____

Print: HILLS

Print: _____

Signed: _____

Signed: 

Signed: _____

Date: _____

Date: 5.2.19

Date: _____

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

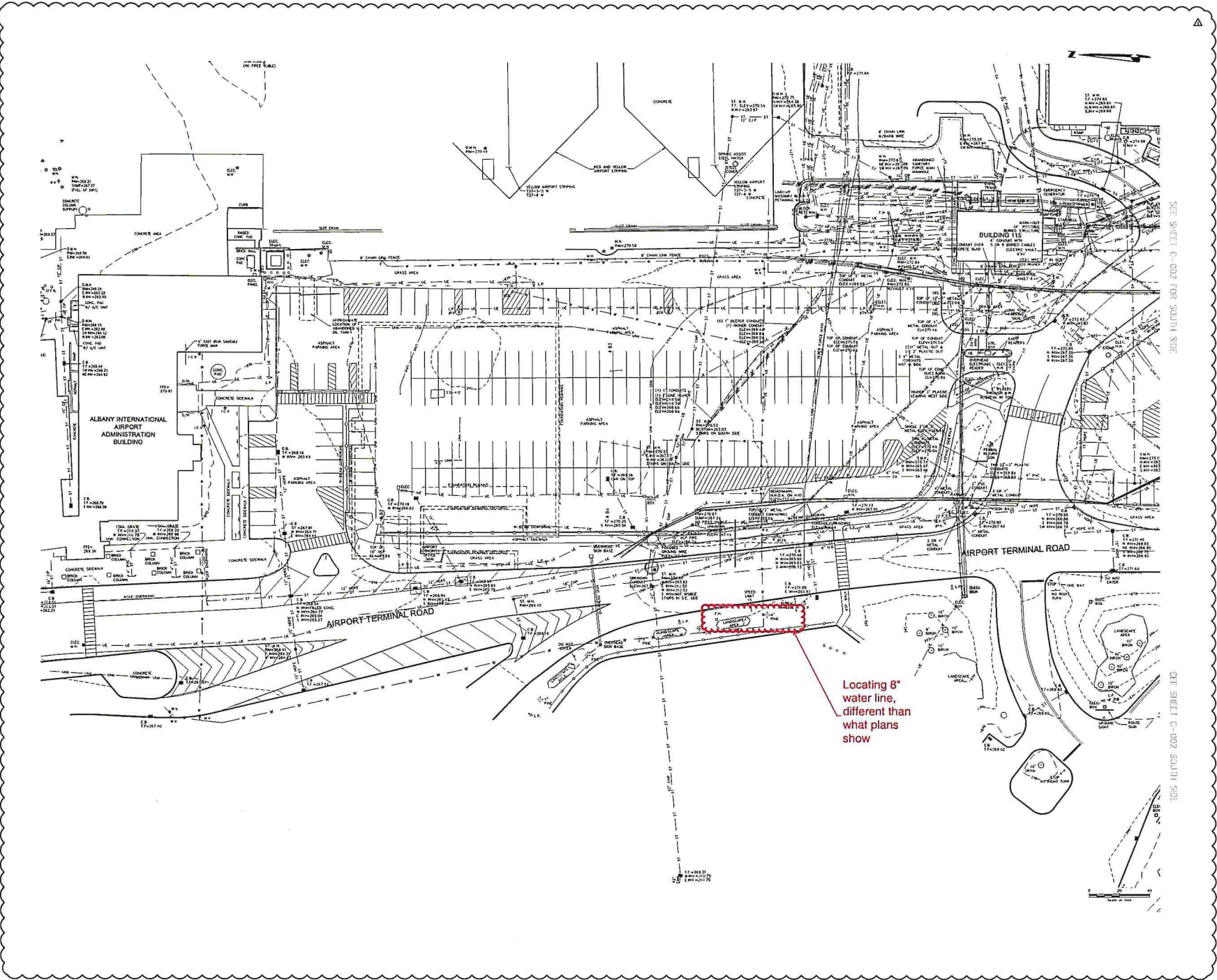
14

Contract:		19-01 / 989-SF				Owner:		LeChase			Date:		4/4/2019 Thursday				
Item No. or Description:		T&M - Watermain location different than plans, additional time accrued															
Name	Labor Classification	LABOR		Rates (\$)		Total	MATERIALS					EQUIPMENT					
		Reg.	O.T.	Reg.	O.T.		Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total		
Mike N.	Foreman	4.00	0.00	\$ 79.40	\$ 105.50	\$ 317.60					\$ -	Kobelco SK 115 Excavator	4.00	\$60.00	\$ 240.00		
Mike K.	Laborer	4.00	0.00	\$ 59.36	\$ 77.21	\$ 237.44					\$ -	Mack Tri-axle Dumptruck	4.00	\$40.00	\$ 160.00		
Mike M.	Laborer	4.00	0.00	\$ 59.36	\$ 77.21	\$ 237.44					\$ -	F-350 Utility Truck	4.00	\$29.00	\$ 116.00		
Greg K.	Operator	4.00	0.00	\$ 77.06	\$ 102.01	\$ 308.24					\$ -				\$ -		
Al D.	Operator	4.00	0.00	\$ 77.06	\$ 102.01	\$ 308.24					\$ -				\$ -		
						\$ -					\$ -				\$ -		
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						\$ -					\$ -				\$ -		
Labor Total:						\$ 1,408.96	Material Total:					\$ -	Equipment Total:				\$ 516.00
Grand Total =						\$ 1,925	10% OH&P =					\$	2,117				

Statement of Work Accomplished: T&M - Time spent locating 8" watermain that was not where shown on plans. Waiting for answer on how to tie-in on watermain due to actual location.

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Jameson Phillips 4/4/2019
For Contractor Date _____ _____
For Owner Date



SEE SHEET C-002 FOR SOUTH SIDE

SEE SHEET C-002 SOUTH SIDE



ALBANY INTERNATIONAL AIRPORT PARKING GARAGE SITE REMOVALS AND UTILITIES RELOCATION

No.	Revised/Issued	By	Date
1			
2			

EXISTING CONDITIONS - NORTH

Designed By	Checked By
ROD	ROD

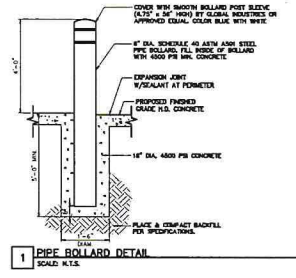
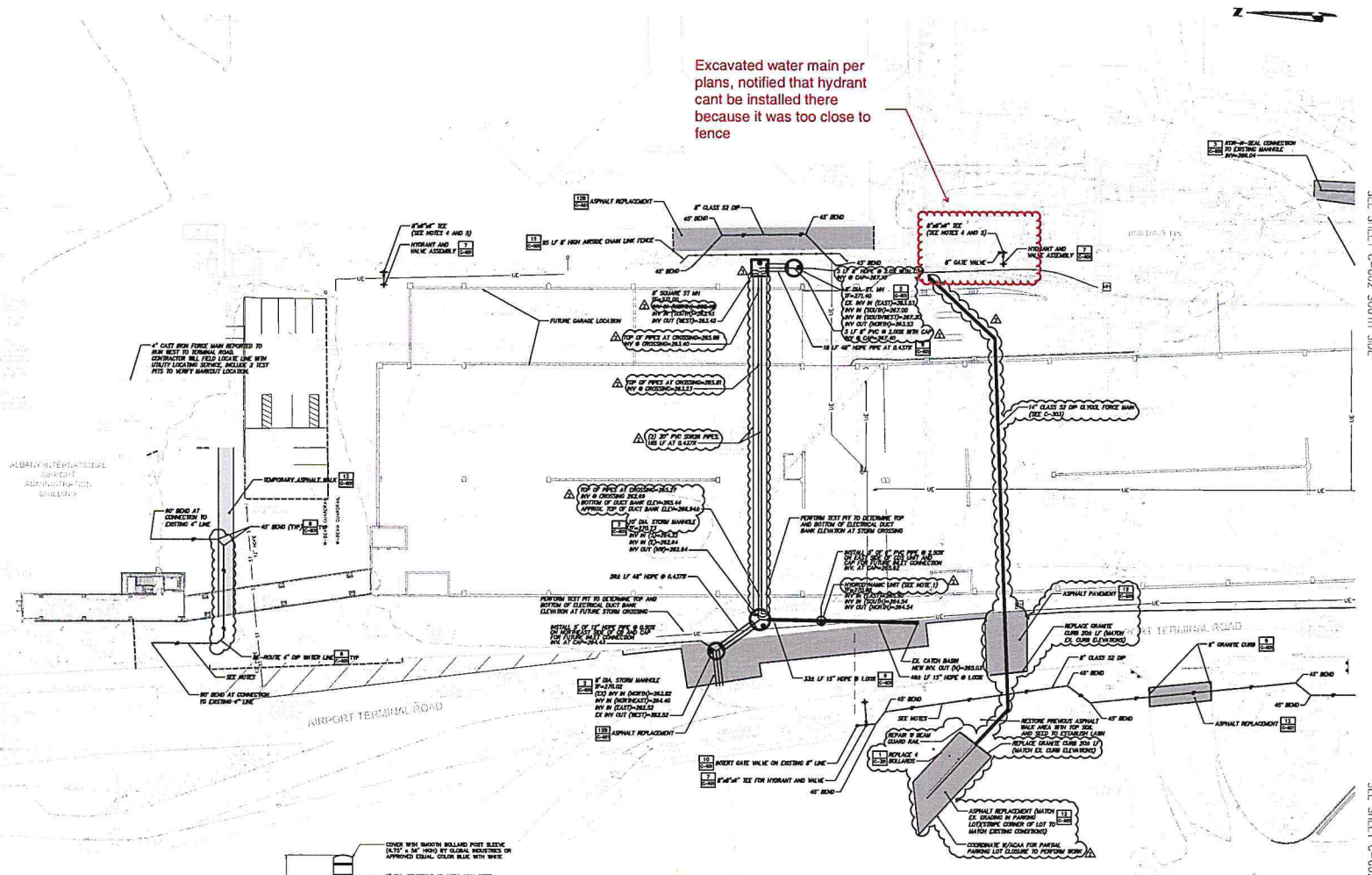
C-001

Small vertical text at the bottom left corner of the page.

April 5, 2019



Excavated water main per plans, notified that hydrant cant be installed there because it was too close to fence



- NEW BOLLARD INSTALLATION NOTES:**
1. CONSTRUCT NEW BOLLARD COMPLETELY PRIOR TO MAKING FINAL CONNECTIONS TO EXISTING LINES
 2. CONFORM TO NEW AQA FOR ANY DISCREPANCY
 3. RESTORE LAMP ANGLE INDICATED BY WALK LINE
 4. INSTALLATION WITH TOPSOIL AND SEED PER SPECIFICATIONS
 5. INSTALL THE LAMP OR WALK ON EXISTING 4" PIPE WITH 1" TYPICAL SPACING METALLIC SERIES TYPED BY FEMA ON APPROVED COAL
 6. INSTALL IN EXACT JOINT RESTRAINT (J) JOINT BACK FROM SIDE OF BOTH SIDES
- EXISTING BOLLARD DETAIL:**
1. STRUCTURE TO BE 8" DIA. CONCRETE/STEEL/CONCRETE SEPARATION (AS-BUILT) WITH APPROVED SPALLS BY CIVILIAN ENGINEER DESIGNER ON APPROVED COAL



ALBANY INTERNATIONAL AIRPORT STATION GARAGE SITE REMOVALS AND UTILITIES RELOCATION

No.	Revised/Deleted	By	Date
1			
2			
3			
4			

UTILITY PLAN - NORTH

Drawn By	Checked By
Scale	Date
Project No.	Sheet
1001	1011

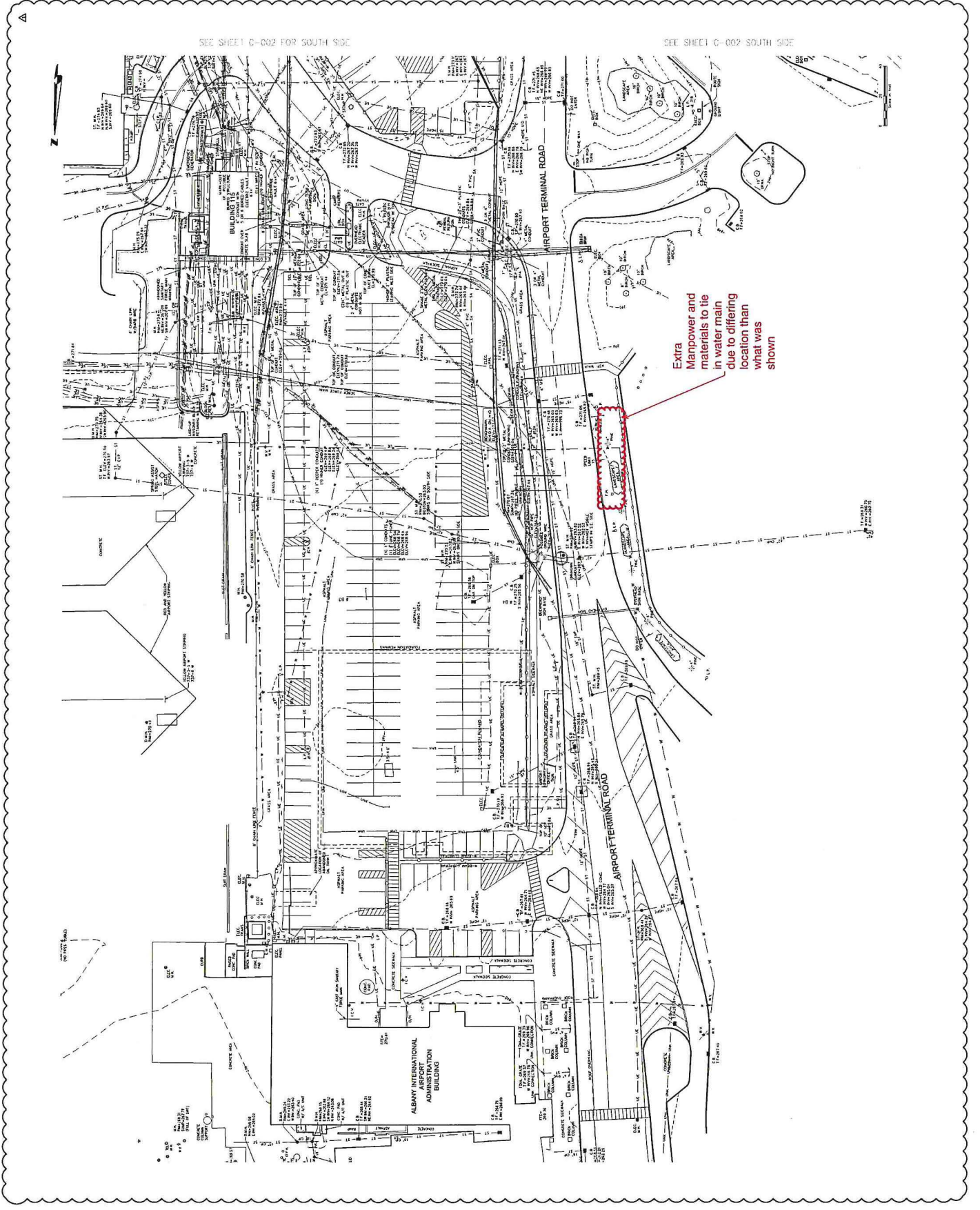
C-301

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	04/08/19
2	ISSUED FOR PERMITS	04/08/19
3	ISSUED FOR PERMITS	04/08/19
4	ISSUED FOR PERMITS	04/08/19
5	ISSUED FOR PERMITS	04/08/19
6	ISSUED FOR PERMITS	04/08/19
7	ISSUED FOR PERMITS	04/08/19
8	ISSUED FOR PERMITS	04/08/19
9	ISSUED FOR PERMITS	04/08/19
10	ISSUED FOR PERMITS	04/08/19

EXISTING CONDITIONS - NORTH

C-001

April 8, 2019



WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract: 19-01 / 989-SF		Owner: LeChase				Date: 4/9/2019		Tuesday							
Item No. or Description:		T&M - De-watering of site(Aquifer)													
Name	Labor Classification	LABOR Hours		LABOR Rates (\$)		LABOR Total	MATERIALS				EQUIPMENT				
		Reg.	O.T.	Reg.	O.T.		Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
Sean C	Foreman	2.00	0.00	\$ 79.40	\$ 105.50	\$ 158.80						IR Generator	0.00	\$16.00	\$ -
Mark M	Laborer	2.00	0.00	\$ 59.36	\$ 77.21	\$ 118.72						2" Pump	11.00	\$15.00	\$ 165.00
John W	Laborer	2.00	0.00	\$ 59.36	\$ 77.21	\$ 118.72						2" Pump	11.00	\$15.00	\$ 165.00
						\$ -						Komatsu PC 200 Excavator	2.00	\$75.00	\$ 150.00
						\$ -									\$ -
						\$ -				\$ -					\$ -
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						\$ -				\$ -					\$ -
Labor Total:						\$ 396.24	Material Total:				\$ -	Equipment Total:			\$ 480.00
Grand Total =						\$ 876	10% OH&P =				\$	964			

Statement of Work Accomplished: T&M - Set up generator and two 2" pumps to keep water from flooding site.

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Jameson Phillips 4/9/2019
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

19

Contract:		19-01 / 989-SF					Owner:		LeChase			Date:		4/10/2019 Wednesday		
Item No. or Description:		T&M - De-watering of site(Aquifer)														
Name	Labor Classification	LABOR Hours		Rates (\$)		Total	MATERIALS					EQUIPMENT				
		Reg.	O.T.	Reg.	O.T.		Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total	
Sean C	Foreman	8.00	0.00	\$ 79.40	\$ 105.50	\$ 635.20							IR Generator	0.00	\$16.00	\$ -
Mark M	Laborer	8.00	0.00	\$ 59.36	\$ 77.21	\$ 474.88							2" Pump	10.00	\$15.00	\$ 150.00
John W	Laborer	8.00	0.00	\$ 59.36	\$ 77.21	\$ 474.88							2" Pump	10.00	\$15.00	\$ 150.00
						\$ -							3" Pump	13.00	\$15.00	\$ 195.00
						\$ -							Komatsu PC 200 Excavator	2.00	\$75.00	\$ 150.00
						\$ -					\$ -		John Deere 700 J WT Dozer	5.00	\$75.00	\$ 375.00
						\$ -					\$ -					\$ -
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Labor Total:						\$ 1,584.96	Material Total:					\$ -	Equipment Total:			\$ 1,020.00
Grand Total =						\$ 2,605	10% OH&P =					\$	2,865			

Statement of Work Accomplished: T&M - Stopped flow from going onto site and routed to structure with silt sack installed

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Jameson Phillips 4/10/2019
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

20

Contract:		19-01 / 989-SF				Owner:		LeChase				Date:		4/11/2019 Thursday			
Item No. or Description:		T&M - Aquifer retention pond															
Name	Labor Classification	LABOR Hours		LABOR Rates (\$)		Total	MATERIALS					EQUIPMENT					
		Reg.	O.T.	Reg.	O.T.		Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total		
Sean C	Foreman	5.00	0.00	\$ 79.40	\$ 105.50	\$ 397.00	#2 Stone	5.00	\$21.20		\$ 106.00	Komatsu PC 200 Excavator	3.00	\$75.00	\$ 225.00		
Mark M	Laborer	5.00	0.00	\$ 59.36	\$ 77.21	\$ 296.80					\$ -				\$ -		
John W	Laborer	5.00	0.00	\$ 59.36	\$ 77.21	\$ 296.80					\$ -				\$ -		
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Labor Total:						\$ 990.60	Material Total:					\$ 106.00	Equipment Total:				\$ 225.00
Grand Total =						\$ 1,322	10% OH&P =					\$	1,454				

Statement of Work Accomplished: T&M - Installed a retention pond with liner and #2 stone to collect sediment from aquifer before transferring into storm system.

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Jameson Phillips 4/11/2019
For Contractor Date _____ _____
 For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

21

Contract:		19-01 / 989-SF				Owner:		LeChase			Date:		4/12/2019 Friday			
Item No. or Description:		T&M - Turbidity Curtain for shaker creek														
Name	Labor Classification	LABOR Hours		Rates (\$)		Total	MATERIALS					EQUIPMENT				
		Reg.	O.T.	Reg.	O.T.		Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total	
Sean C	Foreman	2.00	0.00	\$ 79.40	\$ 105.50	\$ 158.80	Turbidity Curtain	80.00	\$15.00		\$ 1,200.00	Rack Truck	3.00	\$29.00	\$ 87.00	
Corey S	Foreman	2.00	0.00	\$ 79.40	\$ 105.50	\$ 158.80					\$ -				\$ -	
Mike K	Laborer	2.00	0.00	\$ 59.36	\$ 77.21	\$ 118.72					\$ -				\$ -	
John W	Laborer	2.00	0.00	\$ 59.36	\$ 77.21	\$ 118.72					\$ -				\$ -	
John S	Laborer	2.00	0.00	\$ 59.36	\$ 77.21	\$ 118.72					\$ -				\$ -	
Corey R	Operator	2.00	0.00	\$ 77.06	\$ 102.01	\$ 154.12					\$ -				\$ -	
						\$ -					\$ -				\$ -	
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						\$ -					\$ -				\$ -	
Labor Total:						\$ 827.88	Material Total:					\$ 1,200.00	Equipment Total:			\$ 87.00
Grand Total =						\$ 2,115	10% OH&P =					\$	2,326			

Statement of Work Accomplished: T&M - Place (4) 20' sections of turbidity curtain in shaker creek to control sediment.

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Jameson Phillips 4/12/2019
For Contractor Date

For Owner Date

WM. J. Keller and Sons Construction Corporation
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

22

Contract:		19-01 / 989-SF					Owner:		LeChase			Date:		4/13/2019 Saturday			
Item No. or Description:		T&M - Duct bank removal															
Name	Labor Classification	LABOR Hours		Rates (\$)		Total	MATERIALS					EQUIPMENT					
		Reg.	O.T.	Reg.	O.T.		Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total		
Sean C	Foreman	0.00	8.00	\$ 79.40	\$ 105.50	\$ 844.00	80# Mortar Mix	1.00	\$15.00		\$ 15.00	Komatsu PC 200 Excavator	8.00	\$75.00	\$ 600.00		
Mark M	Operator	0.00	8.00	\$ 77.06	\$ 102.01	\$ 816.08					\$ -	Komatsu WA 320 Loader	3.00	\$50.00	\$ 150.00		
John W	Laborer	0.00	8.00	\$ 59.36	\$ 77.21	\$ 617.68					\$ -	Bomag BW 177 Roller	2.00	\$50.00	\$ 100.00		
John S	Laborer	0.00	8.00	\$ 59.36	\$ 77.21	\$ 617.68					\$ -				\$ -		
Gary C	Operator	0.00	3.00	\$ 77.06	\$ 102.01	\$ 306.03					\$ -				\$ -		
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						\$ -					\$ -				\$ -		
Labor Total:						\$ 3,201.47	Material Total:					\$ 15.00	Equipment Total:				\$ 850.00
Grand Total =						\$ 4,066	10% OH&P =					\$	4,473				

Statement of Work Accomplished: T&M - Removed 170' of concrete duct bank that conflict with interior pile cap locations. Backfilled and compacted excavation.

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Jameson Phillips 4/13/2019
For Contractor Date

For Owner Date

Change Order Request

LeChase Construction Services, LLC
220 Harborside Drive, Suite 301
Schenectady, NY 12305
Phone: 518-388-9200

Date: 4/25/2019

Owner : Albany County Airport Authority

Project: 1934002 - Albany County Airport Contract 989-SF

Reason:

Change Order Request # : 9 - PCO #9

Description of Change: Alternate #1-Inclusion of depressurization well into this scope of work

NOTE: Fee, bond, insurance, and SDI were included in this number at bid time.

Description	Scope of Work	Cost
Depressurization Well Work-Alternate #1		162,000.00
	Subtotal of Costs	<u>162,000.00</u>
Change Order Add Ons		
	Fee	0.00
	GL Insurance	0.00
	P&P Bond	0.00
	Total For Change Order Request	<u><u>162,000.00</u></u>

Albany County Airport Authority

LeChase Construction Services, LLC Other: If Applicable

Print: _____

Print: HILLS

Print: _____

Signed: _____

Signed: 

Signed: _____

Date: _____

Date: 4.25.19

Date: _____

- (d) BIDDER further understands and agrees that he is to furnish and provide for the lump sum amount of the Base Bid, plus the amount Bid for any Alternates as selected by the AUTHORITY, if any, totaled separately, all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the construction necessary under the aforesaid conditions, to complete the Work in accordance with the Contract Documents, which it is agreed, are a part of this Bid, and to accept in full compensation therefore the amount of the total lump sum Bid.
- (e) BIDDER further agrees that, at any time during the progress of Work, if the AUTHORITY adds, alters or omits portions of the Work, BIDDER shall so perform such Work and accept as compensation a lump sum price mutually agreed to prior to the start of the Additional Work.
- (f) BIDDER acknowledges the receipt of the following addenda: (If none, so state and affix signature).

<u>Addendum</u>	<u>Date</u>	<u>Signature</u>
<u>1</u>	<u>1/25/19</u>	<u>[Signature]</u>
<u>2</u>	<u>2/1/19</u>	<u>[Signature]</u>
<u>3</u>	<u>2/5/19</u>	<u>[Signature]</u>

and have included these requirements in the Bid.

- (g) BIDDER will complete all the Work for the total Lump Sum Bid of:

eight million, eight hundred twenty one thousand
dollars Dollars (\$ 8,821,000).

- (h) **ALTERNATES (ADD)**

BIDDER is required to identify within the Bid Form the cost adjustment to the lump sum Bid, including overhead and profit, for the scope of Work identified for each alternate. BIDDER is required to provide and coordinate a complete installation of the scope of Work set forth in the Contract Documents by the Authority's desire to select any, all, or none of the listed and which shall not be changed by alternatives.

Alternate #1 (ADD): Provide and Operate Depressurization Well.

Bidders shall submit an ADD Alternate:

one hundred and sixty two thousand
dollars Dollars (\$ 162,000).

BIDDER agrees that the Work will be substantially completed within the number of calendar days indicated in Article 4.1 of the Agreement.

AGENDA ITEM NO. 12

Authorization of Federal and State Grants

AGENDA ITEM NO. 12.1

**Acceptance of New York State Aviation
Project Funding Agreement DOT PIN 1A00.96;
Design and Construct Terminal Parking Photovoltaic
Solar Canopy (Approx. 45,848 SF)**

AGENDA ITEM NO: 12.1
MEETING DATE: June 10, 2019

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA Approved
06/11/2019

DEPARTMENT: *Planning and Engineering*

Contact Person: *Stephen Iachetta, AICP, Airport Planner*

PURPOSE OF REQUEST:

State Grant: *Acceptance of New York State Aviation Project
Funding Agreement DOT PIN 1A00.96; Design and
Construct Terminal Parking Photovoltaic Solar Canopy
(Approx. 45,848 SF)*

CONTRACT AMOUNT: Funding Share Allocations

\$ 1,400,000	State
<u>600,000</u>	ACAA*
\$ 2,000,000	Total

**May be reimbursed from Available Bond Proceeds*

BUDGET INFORMATION:

Anticipated in Current Capital Plan: Yes √ No NA
Funding Account No: CPN 2261

FISCAL IMPACT - FUNDING (Dollars or Percentages)*

Federal 0% State 70% Airport 30% NA
Funding Source: New York State;
Term of Funding: 2019 through 2021
Grant No.: State PIN 1A00.96

** State Share is capped and the Authority is responsible for any additional costs grant budget.*

JUSTIFICATION:

Authorization is requested to accept New York State Aviation Project Funding [Grant] Agreement DOT-PIN 1A00.96; Comptroller's Contract #K007365 to accept the State funding in the 70% State and 30% Authority share allocation amounts noted above with a total grant budget of \$2,000,000 for final engineering and construction. Based on preliminary concept design, the grant will support a new 45,848 SF photovoltaic solar array in the terminal surface parking area for the benefit of vehicle and pedestrian weather protection and clean efficient local electric production to offset terminal power consumption. The solar array will generate 423,033kWh per year resulting in approximate savings of \$62,187 annually. The solar canopy is a Type 2 action under SEQRA with no potential adverse effect. An RFQ for engineering Contract S-1009 and competitive bidding for construction Contract 1009-E are scheduled for summer 2019.

AGENDA ITEM NO: 12.1
MEETING DATE: June 10, 2019

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

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

PROCUREMENT DEPARTMENT APPROVAL:

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

BACK-UP MATERIAL:

Please refer to the attached State Aviation Project Funding Agreement, site location map, energy savings table, Environmental Quality Review Form, and NYS DOT Aviation Capital Grant Checklist.

DOT is going to edit the language in the funding agreement with respect to the MWBE program.

AVIATION PROJECT FUNDING AGREEMENT

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

the Albany County Airport Authority (the "Municipality/Sponsor") with its office at Albany, NY

This Agreement covers eligible costs incurred after January 1, 2019

This agreement identifies the party responsible for administration, establishes the method and provision for funding and implementation of an aviation project pursuant to appropriation as such project is more fully described by Schedule A-1 annexed to this agreement or one or more duly executed and approved Supplemental Schedules to this agreement. The project shall be identified for the purposes of this agreement as Construct Photovoltaic Solar Array in Short-Term Parking Lot at Albany International Airport (as more specifically described in Schedule A-1, or supplemental Schedule A's, the "Project").

W I T N E S S E T H:

WHEREAS, Section 14-I of the Transportation Law authorizes the NYSDOT Commissioner to implement the Airport Improvement and Revitalization Program; and

WHEREAS, pursuant to authorizations and appropriations therefore, NYSDOT and the Sponsor are desirous of progressing the Project; and

WHEREAS, the Sponsor attests that the Project has a useful service life as stated on the Schedule A-1 included herein; and

WHEREAS, the Sponsor will administer the Project and submit to NYSDOT for funding of eligible Project costs pursuant to this Agreement; and

WHEREAS, the Legislative or governing Body of the Sponsor by Resolution No. _____ adopted at meeting held on _____ approved the Project and the terms and provisions of this Agreement and has further authorized the _____ of the Sponsor to execute this Agreement on behalf of this Sponsor (copy of such Resolution is attached to and made a part of this Agreement); and

WHEREAS, the Sponsor is not a sectarian institution,

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The agreement consists of the following:
 - Agreement: This document titled "Aviation Project Funding Agreement";
 - Schedule A-1: Description of Project and Funding;
 - Schedule B: Phases, Sub-phase/Tasks, and Allocation of Responsibility;
 - Appendix A: Standard Clauses for New York State Contracts;
 - Appendix A-1: Supplemental Title VI Provisions (Civil Rights Act);

- Appendix B: Participation By Minority And Women Owned Business Enterprises: Requirements and Procedures;
- Appendix C: Goals for Equal Employment Opportunity (EEO) Participation; and
- Resolution(s) – duly adopted municipal or, as applicable, corporate resolution(s) authorizing the appropriate official of the Sponsor to execute this Agreement on behalf of the Sponsor and appropriating the funding required therefore.

2. *General Description of Work.* The Sponsor shall procure and provide all services, materials and equipment necessary to complete the Project as more particularly described in Schedule A-1 and Scope of Work described in Schedule B.

3. *Maintenance.* Upon completion and acceptance of the Project Facilities by Sponsor, Sponsor shall certify in writing to the NYSDOT Commissioner that the Project Facilities have been completed. Upon its completion, Sponsor will operate and maintain the Project facilities as well as ancillary facilities useful or necessary to the function of said facilities, at its own expense in accordance with the requirements of the NYSDOT Commissioner for the period of time corresponding to the period of useful life for such project as determined by Section 61 of the State Finance Law. If the Sponsor intends to have the project facilities maintained by another party, any necessary maintenance contract shall be executed and submitted to NYSDOT before construction commences.

4. *Disposition of Project Facilities.* Sponsor agrees, that during the period of time during which Title to the Project Facilities paid for by the State is held by the State or in any event if funding of the State's share is from the proceeds of bonds or other obligations issued by the State or any of its public benefit corporations, such Project Facilities shall not be sold, rendered unusable, relinquished, discontinued or disposed of by Sponsor without the express written consent of the NYSDOT Commissioner having first been obtained. In the event of such approved disposition Sponsor shall either cause the purchaser or transferee to assume Sponsor's continuing obligations under this Agreement, or shall reimburse NYSDOT for the pro-rata share of the grant over the remaining useful life of the Project.

5. *Method of Performance of Work.* Sponsor agrees to undertake or cause to be undertaken and to proceed expeditiously with and complete the project as approved by the NYSDOT Commissioner and as described in the Scope of Work, and to complete or cause to be completed said work within the time limits specified in said Scope of Work. The work shall be performed by Sponsor's own forces or by contract or contracts entered into by the Sponsor in accordance with applicable law and the requirements of this Agreement. Sponsor agrees to obtain or cause to be obtained all approvals, permits and licenses necessary to progress the work, and also agrees to comply or cause to be complied with all applicable Federal, State and Local Laws which in any way impact work to be accomplished by the project.

6. *Funding of Project Costs.* State financial assistance hereunder shall be in the form of a grant as more specifically described in Schedule A-1. Sponsor shall provide its share of the cost of the Project, if any. Sponsor shall make reasonable efforts to secure federal assistance, if any, for the project.

In the event that federal assistance which was not included in the calculation of the state financial assistance becomes available to the Sponsor, the amount of the state financial assistance shall be recalculated by reducing the amount of the state financial assistance by the amount of such federal assistance, and the Sponsor shall pay to the state the amount by which the state payment actually made exceeds the state financial assistance determined by the recalculation, if any.

6.1 *Limits of Funding.* Subject to the terms of the appropriation, NYSDOT agrees to make available funds up to the amount identified as State Aid in Schedule A-1 for eligible Project costs incurred by the Sponsor in the performance of the Project, as the Project and the funding therefore is more fully described in Schedules A-1 and B. Project Costs in excess of State funds available for the work shall be the responsibility of Sponsor. Prior to start of construction, Sponsor shall certify the source and availability of funds for Project Costs which are in excess of State funds being made available under this Agreement. If the Sponsor loses funding eligibility, the State shall not be liable for any Project Costs whatsoever.

6.2 *Eligible Project Costs.* NYSDOT will fund eligible Project costs incurred by the Sponsor in connection with the work covered by this Agreement. Eligible costs shall include, but not be limited to, costs of acquisition, construction, repair, reconstruction, renovation and such other costs associated with the Project as are approved by NYSDOT as reasonable and necessary in the performance of the Project. Eligible costs shall also include salaries and wages to employees of the Sponsor who are engaged in carrying out the Project, fees to consultants and professionals retained by the Sponsor for planning and performing the Project.

6.3 In no event shall the State be obligated to fund or reimburse any costs exceeding the lesser of:

- (a) the amount stated in Schedule A-1 for the State share of Project Costs; or
- (b) amounts described in the preceding paragraph (a), less any duplicative funding of the same Project costs from other State sources.

6.4 *Debt Financing by Sponsor.* Grant monies shall not be used to pay for interest, issuance costs or reserves in connection with the issuance of debt by Sponsor to fund the Project, but may repay principal indebtedness incurred to fund eligible Project costs.

7. *Payments to Sponsor.* For work performed by or through the Sponsor, NYSDOT will fund or reimburse eligible Project costs either during the progress of construction or following completion of construction in accordance with NYSDOT policy and procedures.

7.1 *Progress Payments.* Sponsor may be reimbursed in progress payments, for eligible Project costs incurred by Sponsor in conformity with Schedule A-1, upon submission of a voucher by Sponsor in a form acceptable to NYSDOT.

7.2 *Final Payment.* Final payment to sponsor shall be made upon the application of Sponsor to NYSDOT, on a basis of work accomplished, upon submission of vouchers to the State, the submission of a Project Completion Report (hereinafter defined) together with such data as NYSDOT deems necessary to assure compliance with this Agreement evidencing that the work of the Project is completed.

Upon the completion of all said work by Sponsor pursuant to this Agreement, a final statement of costs shall be submitted to the State within one hundred eighty (180) days. Upon receipt of the final statement of costs by the NYSDOT Commissioner, the NYSDOT Commissioner will conduct an audit of the Sponsor project account records within one hundred eighty (180) days to determine the resources applied or used by Sponsor in fulfilling the terms of this Agreement.

7.3 *Payment Certification.* Each payment request will contain a certification by Sponsor that payment requests do not duplicate reimbursement of Project costs being funded from other sources.

In the event that any payments are made by the State to the Sponsor for costs incurred by Sponsor, which are subsequently determined to be ineligible for reimbursement under this Agreement, State may retain an amount equal to any such excess payments from any monies then or which may become due and owing to Sponsor under the Agreement, or Sponsor shall repay such amounts to State within forty-five (45) days from the date Sponsor receives notice of such determination of ineligibility.

All costs submitted by Sponsor shall be in conformity with accounting procedures acceptable to NYSDOT and shall be subject to approval by NYSDOT Commissioner, and to audit by the NYSDOT Commissioner and the State Comptroller. All requests for reimbursement shall be accompanied by appropriate supporting documentation including, but not limited, to the following: Inspector's Reports with associated invoices and receipts, Engineer's Diary, and the Engineer's recommendation(s) for payment to the Contractor.

All costs charged to the project shall be properly supported by executed payrolls or abstracts thereof, time, material and accounts payable distribution records, invoices, contracts, vouchers and/or canceled checks evidencing in proper detail the nature and propriety of the charges.

8. *Compliance.* The Sponsor understands that funding is contingent upon the Sponsor's compliance with the applicable requirements of the "Procedures for Locally Administered Federal Aid Projects" manual (available both in hard copy and through NYSDOT's web site at: <https://www.nysdot.gov/divisions/operating/opdm/local-programs-bureau/locally-administered-federal-aid-projects>), in particular the Appendices to Chapter 4 entitled Work Requirements, Record Keeping Guidelines and Consultant Selection Procedures, as such may be amended from time to time.

9. *Supplemental Agreement or Supplemental Schedule A-1.* Supplemental Agreements or Supplemental Schedules A-1 may be entered by the parties, and must be approved in the manner required for a State contract. In the event Project cost estimates increase over the amounts provided for in Schedule A-1 or one or more supplemental Schedules A-1 as may hereafter be developed by the parties hereto or Eligible Project Costs in the Comprehensive List are increased by the legislature, no additional reimbursement shall be due to the Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A-1 for reimbursement or additional Eligible Project Costs.

10. *Project Completion Report.* Sponsor shall 6 months from Project completion or final reimbursement by NYSDOT, whichever is earlier, submit a Project Completion Report to NYSDOT describing the sources and uses of all Project-related funds, including non-State funds, and the programmatic accomplishments of the Project.
11. *Records and Accounts.* Sponsor shall maintain accurate records and accounts of all financial transactions which show in detail all income and all expenditures, including but not limited to, payments for eligible Project costs. Said records shall include the amount of payment by the State, the amount of federal assistance if any received by the municipality for the project and all monies expended by the municipality for the project. Such records and accounts shall include, without limitation, property, personnel and financial records, cash receipts and disbursements journal and general subsidiary ledgers. All records and accounts shall be maintained in accordance with generally accepted accounting standards. All expenditures of the grant reimbursed monies shall be supported by invoices and/or other documentation sufficient to establish that such monies have been used in accordance with the terms of this Agreement. The NYSDOT Commissioner, Comptroller of the State of New York and any other authorized representatives of the State of New York shall have the right to examine all records and accounts relating to Sponsor's financial transactions, including the expenditure of the grant and all other funds secured and services rendered for the benefit of Sponsor in connection with the Project. Sponsor shall maintain records relating to this Agreement for not less than thirty-six (36) years after the date of completion.
12. *Ethics.* No member of Sponsor's governing body, or any member of the Board of Directors or staff, nor any member of their families shall benefit financially either directly or indirectly from the grant unless such action is necessary for the accomplishment of the Project. In such event, Sponsor shall disclose such relationship to NYSDOT and shall obtain prior written approval therefore from NYSDOT.
13. *NYSDOT Review.* NYSDOT may review the Sponsor's performance of this agreement in such manner and at such times as the Commissioner shall determine, and such review may include field visits by NYSDOT representatives to the Project and/or the offices of Sponsor. Sponsor shall at all times make available its employees, records and facilities to authorized NYSDOT representatives in connection with any such review. Such review shall be for the purpose, among other things, of ascertaining the quality and quantity of Sponsor's performance of the Project, its use and operation.
14. *Failure to Diligently Progress Project or Loss of State or Federal Participation.* If NYSDOT determines that the Sponsor has failed to diligently progress the project, or in the event the Sponsor withdraws its approval of the project, or the Sponsor suspends or delays work on the Project such that it cannot be reasonably completed, or takes other action that results in the loss of state participation and/or federal participation, including the loss of State administration of Federal aid to the Sponsor, for the costs incurred pursuant to this agreement, the Sponsor shall refund to the State all reimbursements received from or through the State. The State may offset any other State aid due to the Sponsor by such amount and apply such offset to such repayment obligation of the Sponsor.
15. *Inspection and Audit.* Sponsor shall permit the authorized representative of NYSDOT and/or the State Comptroller to inspect and audit all books, records and accounts of Sponsor pertaining to the Project under this Agreement. Sponsor shall notify NYSDOT of any audit by any governmental agency of any projects, operations or reports of Sponsor within five (5) days of receiving information relating thereto.
16. *Term of Agreement.* As to the Project and phase(s) described in Schedule(s) A-1 executed herewith, this agreement takes effect as of the date this agreement is approved by the State Comptroller. This agreement takes effect as to the Project and phase(s) established in any duly executed and approved supplemental Schedule(s) A-1 as of the date of the approval by the State Comptroller. This agreement shall remain in effect for the longer of (a) so long as State aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities; or, (b) the duration of any loan repayment obligation until such debt is retired.
- However, for the purposes of calculating the period described in the preceding subdivision (a), if such funding authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary appropriations or other funding authorizations therefore are eventually enacted.
17. *Contract Executory.* It is understood by and between the parties hereto that this Agreement shall be deemed executor only to the extent of the moneys available to the State and no liability on account thereof shall be incurred by the State beyond moneys available for the purpose hereof.

18. *Sponsor Liability; Indemnification.*

18.1 The Sponsor shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

18.2 To the fullest extent permitted by law, the Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Sponsor its officers, agents, servants, employees contractors, subcontractors or others under this Agreement. Negligent performance of service within the meaning of this Article shall include, in addition to negligence founded upon tort, negligence based upon the Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

19. *Independent Contractor.* The officers and employees of the Sponsor, in accordance with the status of the Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as nor claim to be an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

20. *Insurance.* Sponsor agrees to procure and maintain without direct cost to the State except as noted during the pendency of this Agreement, insurance of the kinds and in amounts hereinafter provided by insurance companies authorized to do business in the State of New York or, if Sponsor is a municipality that self-insures, an endorsement for such self-insurance covering all operations under this Agreement whether performed by it or sub-contractors. Before commencing the work, Sponsor shall furnish to NYSDOT a certificate or certificates, in a form satisfactory to NYSDOT, showing compliance with this Article, which certificate or certificates, shall provide that such insurance shall not be changed or canceled until thirty (30) days written notice has been given to NYSDOT Said insurance policies shall name the People of the State of New York, New York State, its officers, agents and employees as additional insureds thereunder. Upon written request by the State, the Sponsor shall furnish to the State a letter certifying that the State of New York, and other required insureds, have been named as additional insureds to such policy. The kinds and amounts of insurance required are as follows:

20.1 *Worker's Compensation and Disability Benefits.* Policy covering the obligations of Sponsor in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Worker's Compensation Law, and also by the provisions of Article 9 of the Worker's Compensation Law known as the Disability Benefits Law, and this Agreement shall be void and of no effect unless Sponsor procures such policy and maintains it until final acceptance of all work described herein;

20.2 *For construction and operating support projects,* Comprehensive General Liability Insurance insuring Sponsor and, as additional insureds, NYSDOT and its employees with respect to all operations under this Agreement by Sponsor, including such coverage any omissions and supervisory acts of the State and its employees. Policies of personal injury liability insurance of the types hereinafter specified, each with a combined single limit of \$1 million per occurrence/\$2 million aggregate for all damages arising out of personal injury, including death at any time resulting therefrom, sustained by one person in any one accident and, subject to that limit for each person, all damage arising out of bodily injury, including death at any time resulting therefrom, sustained by two or more persons in any one accident, damages arising out of injury to or destruction of property in any one accident and, subject to that limit per accident, for all damages arising out of injury to or destruction during the policy period.

20.3 *Automobile Liability and Property Damage Insurance.* Subject to the same required level of coverage set forth in §20.2 above, a policy covering the use in connection with the work covered by the Agreement of all owned, not owned and hired vehicles bearing or, under the circumstances under which they are being used required by New York State law to bear, license plates.

20.4 *Public Liability Insurance.* With respect to the operations performed, regular Contractor's Public Liability Insurance is provided for a limit of not less than \$2,000,000. Single Limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence.

20.5 *Protective Public Liability Insurance.* With respect to the operations performed, subcontractors provide regular Contractor's Protective Public Liability Insurance for a limit of not less than \$2,000,000 Single Limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence.

The insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted. Failure to carry or keep such insurance in force until all work is satisfactorily completed shall constitute a violation of the Agreement.

21. *Assignment or Other Disposition of Agreement.* The Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

22. *Procurement Standards.* Sponsor will award contracts funded pursuant to this Agreement in accordance with procurement laws applicable to Sponsor and otherwise in accordance with the requirements of this Agreement.

23. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are specified set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Sponsor assert, make, or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this contract.

24. *E-Mail Provision Notice.*

1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - (a) via certified or registered United States mail, return receipt requested;
 - (b) by facsimile transmission;
 - (c) by personal delivery;
 - (d) by expedited delivery service; or
 - (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

State of New York Department of Transportation

Name: Jackie Van Heusen
Title: Assistant Aviation Grants Coordinator
Address: NYSDOT Aviation Bureau
50 Wolf Road P.O.D. 5-4
Albany, NY 12232
Telephone Number: 518-485-7691
Facsimile Number: 518-457-9779
E-Mail Address: jackie.vanheusen@dot.ny.gov

[Contractor Name]

Name: Bill O'Reilly
Title: Chief Financial Officer
Address: Albany Co. Airport Authority, Administration Bldg., 737 Albany Shaker Rd, Suite 204, Albany, NY 12211
Telephone Number: 518-242-2238
Facsimile Number: 518-242-2641
E-Mail Address: boreilly@albanyairport.com

2. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

3. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

25. *Contract Payments.* Contractor shall provide complete and accurate billing invoices to the Agency in order to receive payment. Billing invoices submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be

rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at <http://www.osc.state.ny.us/epay/index.htm>, by e-mail at epayments@osc.state.ny.us or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

26. *Proposed Increase Clause.* Any change in this contract term, or change in scope of work not previously approved by OSC requires a contract amendment, and may require either a Contract Reporter Exemption, or a new procurement. The agency must submit a proposed amendment to OSC immediately for any such proposed change to this agreement. Scope changes requested of OSC after the fact may be denied.

27. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

27.1 New York State Executive Law Article 15-A, Participation by Minority Group members and Women with Respect to State Contracts, including requirements relating to equal employment opportunity, and utilization goals and contracting opportunities for minority and women-owned business enterprises, without additional cost to NYSDOT.

27.1.1 *EEO Policy Statement.* Pursuant to 5 NYCRR § 142.8, a Municipality/Sponsor shall adopt an EEO policy if one is not previously adopted, as provided in Appendix B, and submit a signed copy of Appendix B to NYSDOT.

27.1.2 *M/WBE Goals.* Municipality/Sponsor must comply with all M/WBE requirements and goals stated within the provisions of Appendix B, titled "Minority and Women-Owned Business Enterprises – Equal Employment Opportunity Policy Statement."

27.1.3 *M/WBE Guidance.* Refer to the New York State Department of Transportation website and Appendix B for guidance related to M/WBE goals at:

<https://www.dot.ny.gov/main/business-center/civil-rights/>

Assigned M/WBE goals must be included in the Sponsor's proposed subcontract documents when submitted for NYSDOT approval prior to project advertisement. Any requests for a reduction or waiver of the goals must be submitted at that time so that the correct goals are included in the project advertisement. Sponsors should refer to NYSDOT's Standard Specifications Section 102-12, "D/M/WBE Utilization" for contract requirements. NYSDOT's Standard Specifications are available online at:

<https://www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us>

27.1.4 *Good Faith Efforts.* If a Municipality/Sponsor fails to meet the M/WBE requirements set forth in Appendix B, they must demonstrate Good Faith Efforts pursuant to 5 NYCRR § 142.8. Such documentation shall include, but is not necessarily limited to: (1) Evidence of a Municipality/Sponsor's outreach to M/WBEs, and such M/WBEs' responses, (2) Copies of advertisements in appropriate general circulation, trade, and minority or women-oriented publications for participation by M/WBEs, (3) Dates of any meetings with M/WBEs, (4) Documentation of strategic, overt acts undertaken by the Municipality/Sponsor to reasonably structure the Contract scope to maximize opportunities for M/WBE participation.

27.1.5 *M/WBE Compliance Reports.* The Municipality/Sponsor shall submit electronic, monthly MWBE compliance reports via NYSDOT's Standard Civil Rights Reporting Software (EBO), on or before the 10th day of the immediately preceding month. The Municipality/Sponsor must apply for access to EBO at the following website: <https://www.dot.ny.gov/dotapp/ebo>.

27.1.6 *Failure to Comply.* If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with State requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that any contract it awards under this Agreement has a Minority and Women-owned Business Enterprise (M/WBE) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the M/WBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement, or (2) assess liquidated

damages in an amount of up to 20% of the portion of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement, to which contract goals are established by NYSDOT.

28. *Equal Employment Opportunity (EEO) Requirements.* EEO goals and specifications must be included in the contract documents and project advertisement. Sponsors should refer to NYSDOT's Standard Specifications Section 102-11 Equal Opportunity Requirements for these contract requirements.

<https://www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us>

29. *Monitoring and Reporting.* EEO participation shall be monitored by the Sponsor as the project progresses. EEO compliance shall be reported through NYSDOT's civil rights reporting software, EBO.

30. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Aviation Capital Grant Program Guidelines and in accordance with current Federal and State laws, rules, and regulations or as requested by NYSDOT. Reporting forms and schedules will be provided by NYSDOT as reporting requirements are identified.

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IN WITNESS WHEREOF, NYSDOT has caused this Agreement to be signed by its authorized representative and **Sponsor** has caused this instrument to be signed by its duly authorized officer, to be effective on the date first written above.

Sponsor

NYS DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

DATE: _____

BY: _____

for the Commissioner of Transportation

DATE: _____

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

Sponsor ACKNOWLEDGEMENT

STATE OF NEW YORK)

COUNTY OF _____)

On this _____ day _____, 201__, before me personally came _____, to me known, who being by me duly sworn did depose and say that he/she resides at _____;

That he/she is the _____ of the **Sponsor** described in and which executed the above instrument; that he/she was authorized to execute the document on behalf of said **Sponsor** pursuant to a resolution which was duly adopted on _____ and to which a certified copy is attached and made a part hereof.

Notary Public

APPROVED:

BY: _____

For the NYS Comptroller pursuant to Section 112, State Finance Law

APPROVED AS TO FORM:

BY: _____

NYS Attorney General

Aviation Project Funding Agreement - Schedule A-1

OSC Contract # K007365

Project Commencement Date 1/1/19

Project Completion Date: 12/31/23

AGREEMENT PURPOSE **MAIN** Agreement **SUPPLEMENTAL** Agreement or Schedule

AGREEMENT COVERS (as shown in tables below):

Grant Agreement

PROJECT TYPE:

Capital Improvement

PROJECT IDENTIFICATION NUMBER: **1A00.96**

Construction of a new 45,848 SF photovoltaic solar array in the terminal parking lot at the Albany International Airport. The project will produce solar energy and provide enhanced pedestrian access through the creation of a dual use parking space which includes solar panels which act as a cover. Installation of electric charging ports for electric/hybrid airport and passenger vehicles, including passenger electric car stations.

The sponsor attests that the above Project has a useful service life of 20 years.

Estimated Expenditure Activities (Planning, Design, etc) as per original submitted application

Location: Albany International Airport

Owner/Operating and Maintenance Responsibility: Albany County Airport Authority

Type of Airport Organization:

Municipality Public Authority Not-for-Profit Corporation Public Benefit Corporation

Business Corporation Partnership Proprietorship _____

B. SUMMARY OF ELIGIBLE		PROGRAM COSTS	
AIR'99 FUNDING		OTHER NECESSARY FUNDING	TOTAL
GRANT	LOCAL SHARE		
\$1,400,000	\$600,000		\$2,000,000

Project is: (check which applies) part of an approved airport layout plan, OR
 consistent with an approved airport layout plan

SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering (“PE”) Phase

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u> <u>Sponsor</u>	
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input type="checkbox"/>	<input type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input type="checkbox"/>
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities 	<input type="checkbox"/>	<input type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input type="checkbox"/>

A2. Right-of-Way (ROW) Incidentals

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input type="checkbox"/>	<input type="checkbox"/>
4. Secure Appraisals.	<input type="checkbox"/>	<input type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input type="checkbox"/>	<input type="checkbox"/>
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.	<input type="checkbox"/>	<input type="checkbox"/>
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	<input type="checkbox"/>	<input type="checkbox"/>

B. Right-of-Way (ROW) Acquisition

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. **If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.**
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

1. Advertise contract lettings and distribute contract documents to prospective bidders.
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.
4. Compile and submit Contract Award Documentation Package.
5. Review/approve any proposed subcontractors, vendors, or suppliers.

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

- | | | |
|---|--------------------------|--------------------------|
| 6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7c. For projects that fall under both 7a and 7b above, check boxes for each. | | |
| 8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction. | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications. | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Review and approve all shop drawings, fabrication details, and other details of structural work. | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Administer all construction contract claims, disputes or litigation. | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT. | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. | <input type="checkbox"/> | <input type="checkbox"/> |

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/ VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable,

Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of

the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. 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 contractor 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 State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state

agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
Requirements for State Aided Transportation Project

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL
EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

M/WBE AND EEO POLICY STATEMENT

I, _____, the representative for the Municipality/Sponsor/Grantee certify the referenced entity adopted, or agrees to adopt, the following policies with respect to the project being developed or services rendered for Albany County Airport Authority/Albany International Airport.

(Insert name of Municipality/Sponsor/Grantee)

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Obtain a list of State-certified M/WBEs from <https://ny.newnycontracts.com/> and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. This organization will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that, if legally permissible, bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation, as approved by the State.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, disability or marital status.

(c) At the request of the Sponsor, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) This organization shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. This organization and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this _____ day of _____, 20_____

By _____
Signature

Print: _____ Title: _____
Responsible Local Official

APPENDIX B

Requirements for State Aided Transportation Project

_____ (Name of Designated Liaison) is designated as this organization's Minority and Women-Owned Business Enterprise Liaison responsible for administering the Minority and Women-Owned Business Enterprises-Equal Employment Opportunity (M/WBE-EEO) program.

The Municipality/Sponsor/Grantee agrees that the Standard M/WBE Contract Goals for projects let and funded (in whole or in part) with proceeds of this Agreement (Contract # K007365) are provided below.

STANDARD GOALS

CATEGORY/CONTRACT TYPE	MBE	WBE
C: Commodities	7.00%	16.00%
CC: Construction Consultants (Architectural/Engineering)	24.00%	6.00%
CN: Construction	10.00%	15.00%
SC: Services/Consultants (Non-Architectural/Engineering)	8.00%	16.00%

These Standard Goals are based on the New York State Department of Transportation's (NYSDOT's) Agency M/WBE Goal Plan, as a result of programmatic analysis. The plan is available at: https://www.dot.ny.gov/main/business-center/civil-rights2/civil-rights-repository/Tab/20180502_MWBE_Goal_Plan.pdf. In furtherance of these goals, the Municipality/Sponsor/Grantee agrees to consider the following statutory factors (See 5 NYCRR 142.2) and establish an appropriate contract goal in all related contracts executed by the Sponsor/Municipality/Grantee:

- (1) the contract and subcontract scope(s) of work;
- (2) the potential subcontract opportunities available in the prime contract;
- (3) the relevant availability data contained within the disparity study with respect to the scope of the contract and potential subcontracting opportunities; (Disparity Study: <https://esd.ny.gov/doing-business-ny/mwbe/mwbe-reports>)
- (4) the number and types of certified minority-owned and women-owned business enterprises found in the directory of certified minority-owned and women-owned businesses available to perform the related contract work;
- (5) the geographic location of the contract performance;
- (6) the extent to which geography is material to the performance of the contract;
- (7) the ability of certified minority-owned and women-owned enterprises located outside of the geographic location of contract performance, notwithstanding the regional location of the certified enterprise, to perform on the Municipality/Sponsor/Grantee's contract;
- (8) the total dollar value of the work required by the Municipality's/Sponsor's/Grantee's contract in relation to the dollar value of the subcontracting opportunities; and
- (9) the relationship of the monetary size and term of the Municipality's/Sponsor's/Grantee's contract to the monetary size and term of the project for which the contract is awarded.

Pre-Advertisement: As a result of Municipality's/Sponsor's/Grantee's analysis of the statutory factors in relation to a contract's work scope and circumstances, if the Municipality/Sponsor/Grantee believes a non-standard goal is appropriate and supportable, the Municipality/Sponsor/Grantee agrees to obtain NYSDOT approval by submitting a M/WBE Pre-Advertisement Goal Modification Request, with justification, prior to public advertisement of the contract.

Pre-Award: If the Municipality/Sponsor/Grantee receives proposals or bids that do not provide commitments that meet or exceed the advertised goals, the Municipality/Sponsor/Grantee agrees to obtain NYSDOT approval by submitting a M/WBE Waiver Request *demonstrating the Contractor's Good Faith Efforts to meet the goals, along with supporting justification, prior to awarding the contract.*

Post Award: If any consultant/contractor fails to attain its M/WBE commitment on a contract, the Municipality/Sponsor/Grantee agrees to obtain NYSDOT approval by submitting a M/WBE Waiver Request, *demonstrating Good Faith Efforts to meet the goals, along with supporting justification before NYSDOT will distribute final payment of grant proceeds.*

All forms referenced above are available at: <https://www.dot.ny.gov/main/business-center/civil-rights/>. Nothing stated within this, or associated, document(s) guarantees NYSDOT's approval of a goal modification or goal waiver.

Signature: _____ Title: _____
 Name: _____ Date: _____

Responsible Local Official

GOALS FOR EQUAL EMPLOYMENT OPPORTUNITY (EEO) PARTICIPATION

The Contractor shall follow the requirements of §102-11 *Equal Employment Opportunity Requirements*. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, which is the county or counties in which the work is located, are as follows:

GOALS FOR PARTICIPATION OF MINORITIES					
COUNTY	%	COUNTY	%	COUNTY	%
Albany	3.2	Herkimer	2.1	Richmond	Table
Allegany	6.3	Jefferson	2.5	Rockland	22.6
Broome	1.1	Kings	Table	St. Lawrence	2.5
Bronx	Table	Lewis	2.5	Saratoga	3.2
Cattaraugus	6.3	Livingston	5.3	Schenectady	3.2
Cayuga	2.5	Madison	3.8	Schoharie	2.6
Chautauqua	6.3	Monroe	5.3	Schuyler	1.2
Chemung	2.2	Montgomery	3.2	Seneca	5.9
Chenango	1.2	Nassau	5.8	Steuben	1.2
Clinton	2.6	New York	Table	Suffolk	5.8
Columbia	2.6	Niagara	7.7	Sullivan	17.0
Cortland	2.5	Oneida	2.1	Tioga	1.1
Delaware	1.2	Onondaga	3.8	Tompkins	1.2
Dutchess	6.4	Ontario	5.3	Ulster	17.0
Erie	7.7	Orange	17.0	Warren	2.6
Essex	2.6	Orleans	5.3	Washington	2.6
Franklin	2.5	Oswego	3.8	Wayne	5.3
Fulton	2.6	Otsego	1.2	Westchester	22.6
Genesee	5.9	Putnam	22.6	Wyoming	6.3
Greene	2.6	Queens	Table	Yates	5.9
Hamilton	2.6	Rensselaer	3.2		

(45 FR 65976 – 10/3/1980)

GOALS FOR PARTICIPATION OF MINORITIES BRONX, KINGS, NEW YORK, QUEENS AND RICHMOND COUNTIES			
Electricians	9.0 to 10.2	Bricklayers	13.4 to 15.5
Carpenters	27.6 to 32.0	Asbestos workers	22.8 to 28.0
Steam fitters	12.2 to 13.5	Roofers	6.3 to 7.5
Metal lathers	24.6 to 25.6	Iron workers (ornamental)	22.4 to 23.0
Painters	26.0 to 28.6	Cement masons	23.0 to 27.0
Operating engineers	25.6 to 26.0	Glaziers	16.0 to 20.0
Plumbers	12.0 to 14.5	Plasterers	15.8 to 18.0
Iron workers (structural)	25.9 to 32.0	Teamsters	22.0 to 22.5
Elevator constructors	5.5 to 6.5	Boilermakers	13.0 to 15.5
		All others	16.4 to 17.5

GOAL FOR PARTICIPATION OF WOMEN

The goal for the participation of women is 6.9%.

(43 FR 14888 – 4/7/1978)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted). If the Contractor performs construction work outside of New York State, it shall apply the goals established for the covered area where the work is actually performed.



Cautions: Photovoltaic system performance predictions calculated by PVWatts® include many inherent assumptions and uncertainties and do not reflect variations between PV technologies nor site-specific characteristics except as represented by PVWatts® inputs. For example, PV modules with better performance are not differentiated within PVWatts® from lesser performing modules. Both NREL and private companies provide more sophisticated PV modeling tools (such as the System Advisor Model at <https://sam.nrel.gov>) that allow for more precise and complex modeling of PV systems.

The expected range is based on 30 years of actual weather data at the given location and is intended to provide an indication of the variation you might see. For more information, please refer to this NREL report: The Error Report.

Disclaimer: The PVWatts® Model ("Model") is provided by the National Renewable Energy Laboratory ("NREL"), which is operated by the Alliance for Sustainable Energy, LLC ("Alliance") for the U.S. Department Of Energy ("DOE") and may be used for any purpose whatsoever.

The names DOE/NREL/ALLIANCE shall not be used in any representation, advertising, publicity or other manner whatsoever to endorse or promote any entity that adopts or uses the Model. DOE/NREL/ALLIANCE shall not provide

any support, consulting, training or assistance of any kind with regard to the use of the Model or any updates, revisions or new versions of the Model.

YOU AGREE TO INDEMNIFY DOE/NREL/ALLIANCE, AND ITS AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES AGAINST ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, RELATED TO YOUR USE, RELIANCE, OR ADOPTION OF THE MODEL FOR ANY PURPOSE WHATSOEVER. THE MODEL IS PROVIDED BY DOE/NREL/ALLIANCE "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. IN NO EVENT SHALL DOE/NREL/ALLIANCE BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO CLAIMS ASSOCIATED WITH THE LOSS OF DATA OR PROFITS, WHICH MAY RESULT FROM ANY ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORTIOUS CLAIM THAT ARISES OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE MODEL.

The energy output range is based on analysis of 30 years of historical weather data for nearby , and is intended to provide an indication of the possible interannual variability in generation for a Fixed (open rack) PV system at this location.

RESULTS

423,033 kWh/Year*

System output may range from 404,420 to 429,717 kWh per year near this location.

Month	Solar Radiation (kWh / m ² / day)	AC Energy (kWh)	Value (\$)
January	2.71	23,929	3,518
February	3.82	30,109	4,426
March	4.73	39,203	5,763
April	5.33	41,417	6,088
May	5.74	44,189	6,496
June	5.66	41,768	6,140
July	6.48	48,944	7,195
August	6.01	45,234	6,649
September	4.88	36,566	5,375
October	3.63	29,371	4,318
November	2.88	23,153	3,404
December	2.18	19,150	2,815
Annual	4.50	423,033	\$ 62,187

Location and Station Identification

Requested Location	737 Albany Shaker Road Albany NY
Weather Data Source	Lat, Lon: 42.73, -73.82 0.9 mi
Latitude	42.73° N
Longitude	73.82° W

PV System Specifications (Commercial)

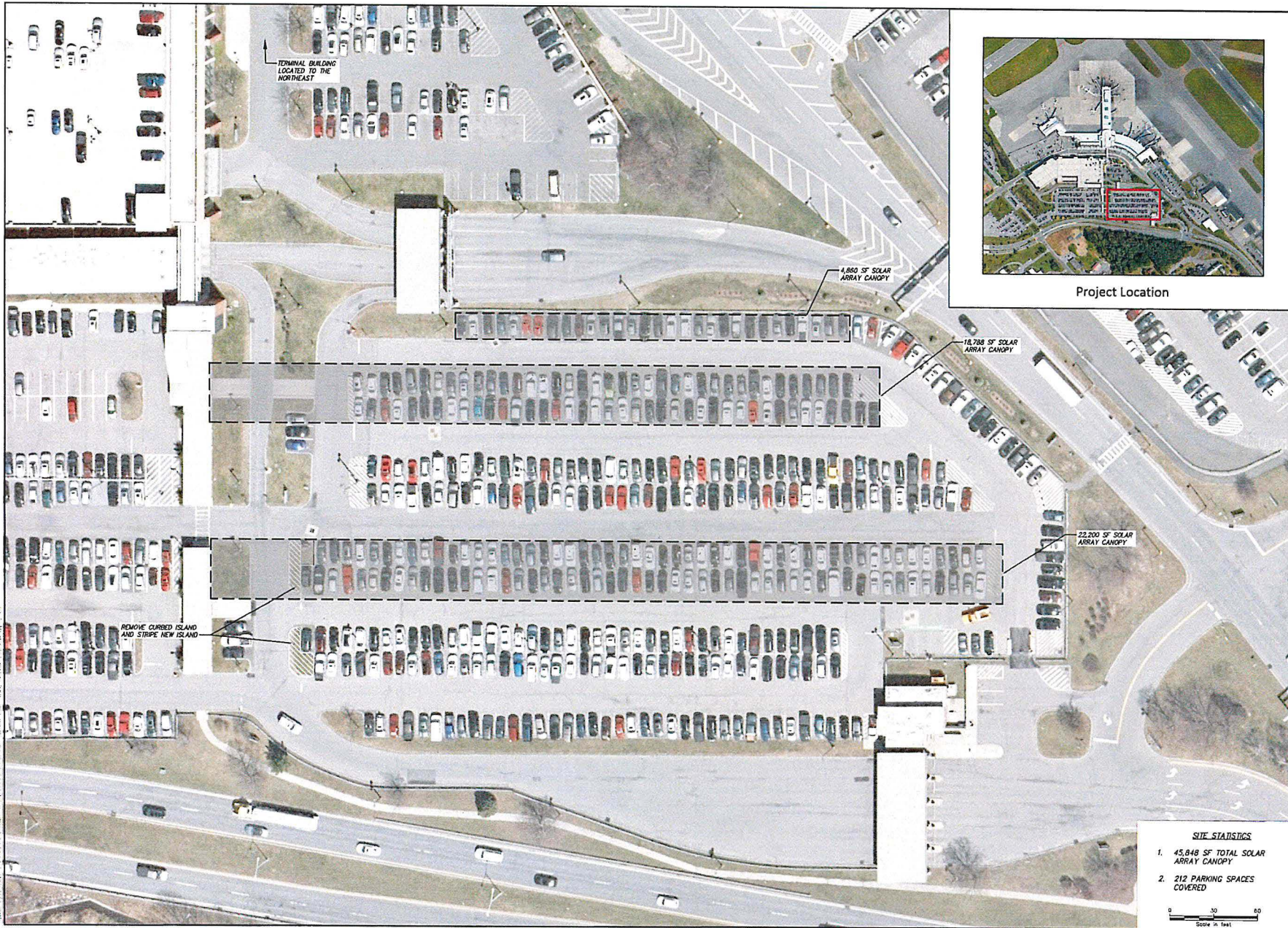
DC System Size	339 kW
Module Type	Standard
Array Type	Fixed (open rack)
Array Tilt	20°
Array Azimuth	180°
System Losses	14.08%
Inverter Efficiency	96%
DC to AC Size Ratio	1.2

Economics

Average Retail Electricity Rate	0.147 \$/kWh
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Performance Metrics

Capacity Factor	14.2%
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Project Location

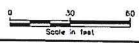
ALBANY
 INTERNATIONAL
 AIRPORT

IF A PORTION OF THE AREA SHOWN HEREIN IS TO BE USED FOR A PURPOSE OTHER THAN THAT FOR WHICH IT WAS DESIGNED, THE USER SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

SOLAR ARRAY
 SITE PLAN

No. Standard / Revision App'd. By Date

- SITE STATISTICS**
- 45,848 SF TOTAL SOLAR ARRAY CANOPY
 - 212 PARKING SPACES COVERED



Designed By HW	Drawn By EH	Checked By
Issue Date 06/28/18	Project No. 34518	Scale AS SHOWN

Drawing No.:
CP-01

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State Environmental Quality Review

In accordance with the rules, regulations, and procedures adopted by

Albany County Airport Authority

(or 6NYCRR Part 617 where the Municipal Corporation has not adopted such rules, regulations, and procedures) pursuant to the intent of the State Environmental Quality Review Act, the project described below is classified as a:

CHECK ONE

- Type I Action - with possible significant effect (NEPA or SEQR DEIS, FEIS, and SEQR Record of Decision have been prepared).
- Type I Action - with no significant effect (Environmental Assessment Form or Environmental Assessment and Negative Declaration have been prepared and filed).
- Unlisted Action - with possible significant effect (NEPA or SEQR DEIS, FEIS, and SEQR Record of Decision have been prepared).
- Unlisted Action - with no significant effect (Environmental Assessment Form or Environmental Assessment and Negative Declaration have been prepared and filed).
- Type II Action
- Ministerial Act
- Exempt Act

PROJECT DESCRIPTION

Construction of a new 45,848 SF photovoltaic solar array in the terminal parking lot at the Albany International Airport. The project will produce solar energy and provide enhanced pedestrian access through the creation of a dual use parking space which includes solar panels which act as a cover. Installation of electric charging ports for electric/hybrid airport and passenger vehicles, including passenger electric car stations.

Authorized Signature

Title

Date

AVIATION CAPITAL GRANT PROGRAM PROCEDURAL CHECKLIST

PRE- CONSTRUCTION

PROCEDURAL REQUIREMENTS

- NYSDOT approval of Design Engineering Consultant Agreement(s)
- NYSDOT approval of Construction Engineering Consultant Agreement(s)
- NYSDOT approval of Contract Bid Documents (Plans and Specs)
- NYSDOT concurrence with Consultant's Recommendation to Award
M/WBE requirements must be in place prior to issuance of Concurrence to Award.
- Requests for reimbursement must be accompanied by required supporting documentation

DESIGN ENGINEERING FEES/CONTRACTS - REIMBURSEMENT REQUIREMENTS

- Form FIN 190-1, AIR'99 SPONSOR APPLICATION FOR PAYMENT.
- Consultant invoice summarizing hours expended, titles and Direct Technical Labor.
- Invoices for all sub-consultants
- Invoices for lab and testing fees
- Narrative summary of the tasks completed during the invoice period
- Proof of payment
- Summary of utilization of M/WBE firms

DURING CONSTRUCTION

PROCEDURAL REQUIREMENTS

- NYSDOT approval of scope changes or contract modifications
- Update M/WBE utilization in EBO, as required.

CONSTRUCTION CONTRACTS - REIMBURSEMENT REQUIREMENTS

- Form FIN 190-1, AIR'99 SPONSOR APPLICATION FOR PAYMENT.
- AIA Form G-702, APPLICATION AND CERTIFICATE FOR PAYMENT
- AIA Form G-703, CONTINUATION SHEET
- Materials and Supplier Invoices
- Sub-Contractor Invoices
- Proof of payment

- Summary of utilization of M/WBE firms.

CONSTRUCTION ENGINEERING FEES/CONTRACTS - REIMBURSEMENT REQUIREMENTS

- Form FIN 190-1, AIR'99 SPONSOR APPLICATION FOR PAYMENT
- Consultant invoice summarizing hours expended, titles and Direct Technical Labor
- Invoices for all sub-consultants
- Invoices for lab and testing fees
- Narrative summary of the tasks completed during the invoice period
- Proof of payment
- Summary of utilization of M/WBE firms

POST- CONSTRUCTION

PROCEDURAL REQUIREMENTS

- Project Completion Report completed and signed
- Digital photos of completed project
- Sponsor must be prepared to produce any and all project documentation if requested by NYSDOT for audit

AGENDA ITEM NO. 13

**Authorization to Accept Lead Agency
Designation for the 2019 Airport Improvement
Program Airfield Drainage Culvert Replacement
Project and accept findings of No Negative Impact and
filing of Negative Declaration.**

AGENDA ITEM NO: 13
MEETING DATE: June 10, 2019

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA Approved
06/11/2019

DEPARTMENT: *Planning and Engineering*

Contact Person: *Stephen Iachetta, AICP, Airport Planner*

PURPOSE OF REQUEST:

State Environmental Quality Review (SEQR)

Authorization to Accept Lead Agency Designation for the 2019 Airport Improvement Program Airfield Drainage Culvert Replacement Project and accept findings of a Negative Impact and filing of Negative Declaration.

CONTRACT AMOUNT: *Not Applicable*

BUDGET INFORMATION:

Anticipated in Current ALB Capital Plan: Yes No NA
Funding Account No.: CPN 2218

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal 0% State 0% Airport : 0%
Term of Funding: 2019-2021
Grant No.: 3-36-0001-__2019; STATE PIN: 1A00. __;

JUSTIFICATION:

Pursuant to provisions of the New York State Environmental Quality Review Act (6 NYCRR Part 617) as amended, authorization is requested to accept the SEQR Environmental Assessment for the Airfield Drainage Culvert Replacement Project. The proposed action is defined as a SEQR "Unlisted Action" as proposed improvements involve replacement and addition of storm water drainage pipes on and off the airfield Town of Colonie and County of Albany roadway crossings as noted on the attached site plan. The Short Environmental Assessment is attached with a project site location mapping. Funding is programed with FAA-AIP for FFY 2019. A SEQR Negative Declaration is recommended. Wetland avoidance has been demonstrated and no off-airport, wetland or critical resources would be subject to potential impact as a result of the proposed safety improvements.

AGENDA ITEM NO: 13
MEETING DATE: June 10, 2019

PROCUREMENT DEPARTMENT APPROVAL:

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

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES / NA

BACK-UP MATERIAL:

Please refer to the attached Short Environmental Assessment Form, Site Plan, and NYSDEC and State Historic Preservation Office No Effect Letters.

Short Environmental Assessment Form

Part 1 - Project Information

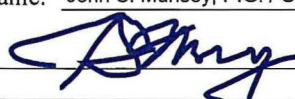
Instructions for Completing

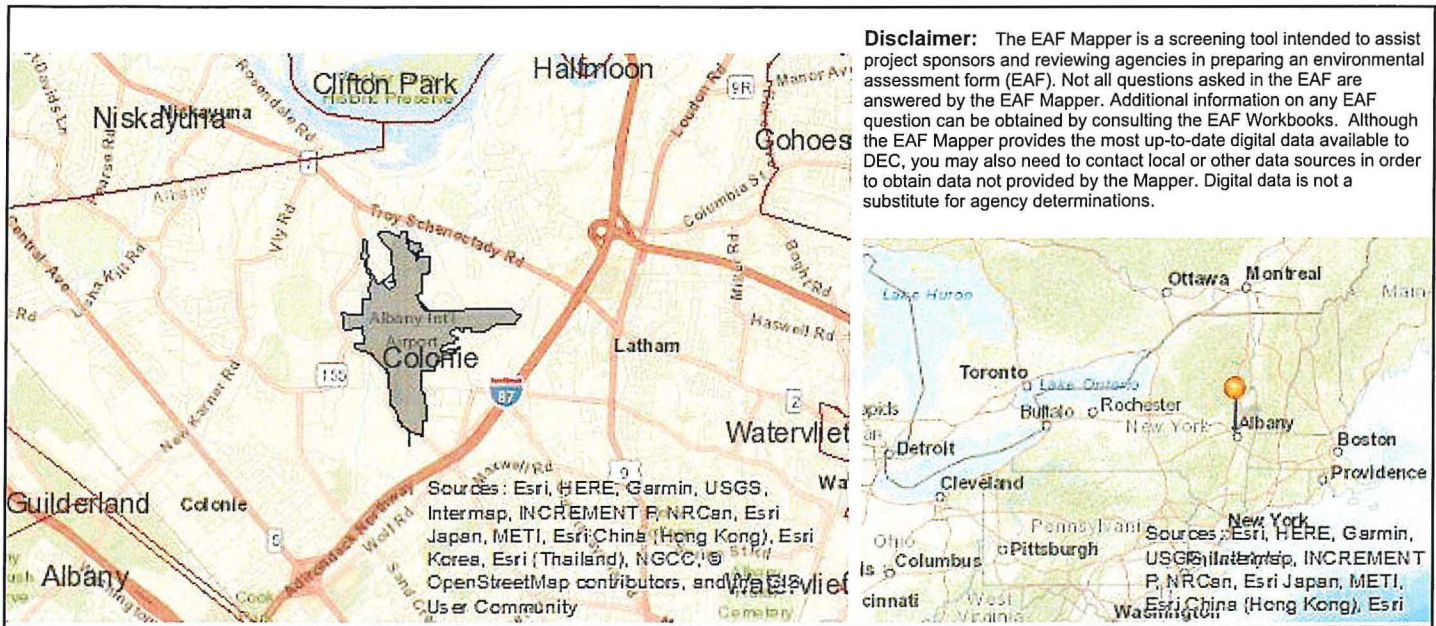
Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information				
Name of Action or Project: Culvert Replacement Project - Albany County Airport Authority				
Project Location (describe, and attach a location map): Albany Shaker Road; Town of Colonie, NY				
Brief Description of Proposed Action: The proposed action is an airport safety improvement, proposed to lessen the impact of flooding and the extent and duration of ponded water in and around the airport facilities. The project involves the replacement and addition of new culverts along with limited grading to promote positive drainage. Refer to the Design Plans.				
Name of Applicant or Sponsor: Albany International Airport		Telephone: 518.242.2238 E-Mail: jlaclair@albanyairport.com		
Address: Albany Shaker Road				
City/PO: Colonie		State: NY	Zip Code: 12212	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Funding from FAA, Design approvals from Town and County, and wetland permits from the Corps and NYSDEC.			NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ ~1,000 acres b. Total acreage to be physically disturbed? _____ ~4 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ ~1,000 acres				
4. Check all land uses that occur on, are adjoining or near the proposed action:				
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input checked="" type="checkbox"/> Parkland				

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: <u>No electrical systems are proposed.</u>	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ No potable water is required for the project.	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ No wastewater will be generated.	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? *Refer to attached no impact determination dated July 16, 2018 from the NYS Office of Parks, Recreation and Historic Preservation.	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ The project will have less than 0.1 acres of permanent wetland fill impacts and requires a Nationwide Permit 3 from the U.S. Army Corps of Engineers and 401 Water Quality Certification from NYSDEC.			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input checked="" type="checkbox"/> Forest <input checked="" type="checkbox"/> Agricultural/grasslands <input checked="" type="checkbox"/> Early mid-successional <input checked="" type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? *NYSDEC has reviewed the project area and determined no impact to these species. Refer to attached NYSDEC correspondence dated October 3, 2018.	NO	YES
Karner Blue, Bald Eagle	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Is the project site located in the 100-year flood plan? *No adverse impacts to the existing 100-year floodplain are anticipated, subject to FEMA review and acceptance.	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If Yes, briefly describe: New culverts to control stormwater flows are proposed to be installed in and around the airport property as safety improvements to alleviate flooding and the accumulation of ponded water.		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: No hazardous waste sites requiring remediation are known to exist in the areas of the proposed action.	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>John S. Munsey, P.G. / C.T. Male Associates</u> Date: <u>5/15/2019</u>		
Signature: <u></u> Title: <u>Managing Scientist & Principal</u>		



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Karner Blue, Bald Eagle
Part 1 / Question 16 [100 Year Flood Plain]	Yes
Part 1 / Question 20 [Remediation Site]	Yes

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 4
1130 North Westcott Road, Schenectady, NY 12306-2014
P: (518) 357-2069 | F: (518) 357-2460
www.dec.ny.gov

October 3, 2018

Justin Campbell
CT Male Associates
50 Century Hill Drive
Latham, NY 12110

RE: Albany County Airport Authority
Culvert Replacement project
Town of Colonie, Albany County

Dear Mr. Campbell:

This responds to your letter of September 6, 2018, regarding culvert replacements at the Albany County Airport.

We have consulted our Threatened and Endangered Species staff, and confirmed that there should be no impact to the Karner Blue Butterfly or blue lupine, since there are no suitable habitats located near the replacement culverts.

Please feel free to contact Trish Gabriel of our staff at (518) 357-2445 or by e-mail at trish.gabriel@dec.ny.gov if you have any questions.

Sincerely,



Nancy M. Baker
Regional Permit Administrator



Parks, Recreation, and Historic Preservation

ANDREW M. CUOMO
Governor

ROSE HARVEY
Commissioner

July 16, 2018

Mr. John Munsey
Managing Scientist & Principal
C.T. Male & Associates
50 Century Hill Drive
Latham, NY 12110

Re: SEQRA
Albany County Airport Authority - Culverts Replacement
Town of Colonie, Albany County, NY
18PR04454

Dear Mr. Munsey:

Thank you for requesting the comments of the Office of Parks, Recreation and Historic Preservation (OPRHP). We have reviewed the project in accordance with the New York State Historic Preservation Act of 1980 (Section 14.09 of the New York Parks, Recreation and Historic Preservation Law). These comments are those of the OPRHP and relate only to Historic/Cultural resources. They do not include potential environmental impacts to New York State Parkland that may be involved in or near your project. Such impacts must be considered as part of the environmental review of the project pursuant to the State Environmental Quality Review Act (New York Environmental Conservation Law Article 8) and its implementing regulations (6 NYCRR Part 617).

Based upon this review, it is the New York State Office of Parks, Recreation and Historic Preservation's opinion that your project will have no impact on archaeological and/or historic resources listed in or eligible for the New York State and National Registers of Historic Places.

If further correspondence is required regarding this project, please be sure to refer to the OPRHP Project Review (PR) number noted above.

Sincerely,

Michael F. Lynch, P.E., AIA
Director, Division for Historic Preservation

Division for Historic Preservation

P.O. Box 189, Waterford, New York 12188-0189 • (518) 237-8643 • www.nysparks.com

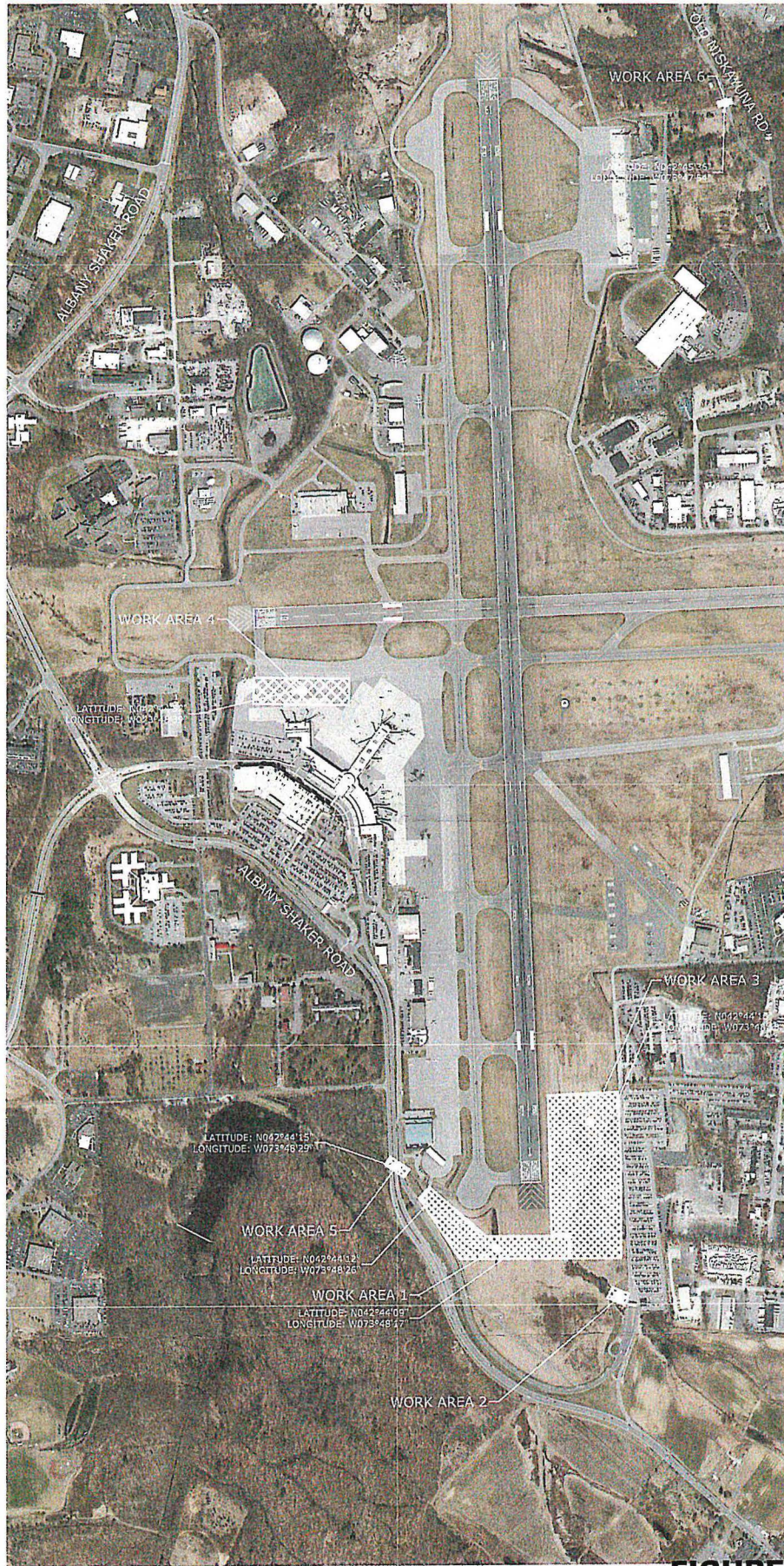


FIGURE 1

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

50 CENTURY HILL DRIVE, LATHAM, NY 518.786.7400

COBLESKILL, NY • GLEN FALLS, NY • ROUGHEESIE, NY • JOHNSTOWN, NY

LITTLE FALLS, NY • RED HOOK, NY • SYRACUSE, NY



**CONSTRUCTION ACCESS & STAGING PLAN
OVERALL SITES**

**AIRFIELD DRAINAGE CULVERT REPLACEMENT
CONTRACT NO. SD-930**

PROJ. NO.: 18.8327

DRAFTED: SMW

SCALE: 1"=1000'

DATE: APRIL, 2019

TOWN OF COLONIE

ALBANY COUNTY, NEW YORK

ALBANY COUNTY, NEW YORK



WORK AREAS 1, 2, 3 & 5
SCALE: 1"=300'



WORK AREA 6
SCALE: 1"=200'

LEGEND

--- CONTRACTORS HALL ROUTE

FIGURE 2

C.T. MALE ASSOCIATES Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C. 50 CENTURY HILL DRIVE, LATHAM, NY 518.786.7400 COBLESKILL, NY • GLENIS FALLS, NY • FOUJOURKEEPSIE, NY • JOHNSTOWN, NY LITTLE FALLS, NY • RED HOOK, NY • SYRACUSE, NY www.ctmale.com		CONSTRUCTION ACCESS & STAGING PLAN WORK AREAS 1, 2, 3, 5 & 6
		AIRFIELD DRAINAGE CULVERT REPLACEMENT CONTRACT NO. SD-930
PROJ. NO.: 18.6237	DRAFTED: SMW	SCALE: AS SHOWN
DATE: APRIL, 2019	TOWN OF COLONIE	ALBANY COUNTY, NEW YORK



FIGURE 3

LEGEND

 CONTRACTORS HALL ROUTE

WORK AREA 4
 SCALE: 1"=300'

C.T. MALE ASSOCIATES
 Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.
 50 CENTURY HILL DRIVE, LATHAM, NY 518.786.7400
 COBLESKILL, NY • GLENS FALLS, NY • POUGHKEEPSIE, NY • JOHNSTOWN, NY
 LITTLE FALLS, NY • RED HOOK, NY • SYRACUSE, NY


CONSTRUCTION ACCESS & STAGING PLAN
WORK AREA 4
AIRFIELD DRAINAGE CULVERT REPLACEMENT
CONTRACT NO. SD-930

PROJ. NO.: 18.8237	DRAFTED: SMW	SCALE: 1"=300'	DATE: APRIL, 2019	TOWN OF COLONIE	ALBANY COUNTY, NEW YORK
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FIGURE 4

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.
50 CENTURY HILL DRIVE, LATHAM, NY 518.786.7400
COBLESKILL, NY • GLENS FALLS, NY • POUGHKEEPSIE, NY • JOHNSTOWN, NY
LITTLE FALLS, NY • RED HOOK, NY • SYRACUSE, NY
www.ctmale.com



RUNWAY CLOSURE PLAN

**AIRFIELD DRAINAGE CULVERT REPLACEMENT
CONTRACT NO. SD-930**

PROJ. NO.: 18.8327

DRAFTED: SMW

SCALE: 1"=1000'

DATE: APRIL, 2019

TOWN OF COLONIE

ALBANY COUNTY, NEW YORK

AGENDA ITEM NO. 14

**Procurement Approvals by CEO –
Informational Only**

Old Business

New Business

Executive Session

Attorney-Client Privilege Matters